

**BLOOMINGDALE BOARD OF EDUCATION
SAMUEL R. DONALD SCHOOL ANNEX
31 CAPTOLENE AVENUE
BLOOMINGDALE, NEW JERSEY 07403**

**CONTRACTUAL AGREEMENT BETWEEN THE
BLOOMINGDALE BOARD OF EDUCATION
AND THE
BLOOMINGDALE ADMINISTRATORS' ASSOCIATION**

JULY 1, 2004 – JUNE 30, 2007

AGREEMENT

This agreement entered into this Twelfth of January, 2004, by and between the Board of Education of the Borough of Bloomingdale in the County of Passaic, State of New Jersey, hereinafter called the "Board" and the Bloomingdale Administrators' Association, hereinafter called the "Association".

I. RECOGNITION

The Board hereby recognizes the Bloomingdale Administrators' Association as the exclusive bargaining representative, as defined in Chapter 123, P.L. of 1975, for all certified administrative personnel under contract, but excluding teaching personnel, office, clerical, maintenance and operating employees, and Basic Skills Instructors.

- A. The term "Administrator" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the negotiating unit as above defined.
- B. The term "Board" shall include its members and designated agents.
- C. The term "Employee" shall be used interchangeably with term "Principal and/or Director".

II. NEGOTIATION AGREEMENT

- A. All parties agree to enter into collective negotiation over a successor agreement no later than October 15th of the calendar year preceding the calendar year in which this agreement expires.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

III. GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "grievance" is a claim by a member of the Association or representatives of the Association, based upon the interpretation, application or violation of this agreement, policies or decisions affecting the terms and conditions of employment of a member or a group of administrators.
 - 2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.
4. The term "grievance" shall not apply to any matter in which the Board of Education is prohibited by specific statute or case law to act, or a complaint of a non-tenured Administrator, which arises by reason of his/her not being re-employed.
5. The term "days" as defined under this article shall be school working days.

B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any Administrator having a grievance may discuss the matter informally with the Superintendent and have the grievance resolved with or without intervention of the Association, provided the solution is not inconsistent with the terms of this agreement and state statutes.

C. Procedure

1. Step One

The aggrieved person presents the grievance directly to the Superintendent. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two

If the aggrieved person is not satisfied, he/she shall present the grievance in writing, directly or through his/her Association representative to the Superintendent. An interview shall be arranged within two school days. A decision, in writing, shall be given by the Superintendent within five school days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

3. Step Three

If the aggrieved person is still not satisfied, he/she may, within five days of the Superintendent's decision, make a written request to the Board, through the Association, for a review of the decision. The Board or its designated committee shall set a hearing date to be held within twenty-one days after receipt of the aggrieved person's request. Within ten days after the next scheduled board meeting, the Board shall notify the aggrieved person and the Association of its decision, in writing.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this agreement, he/she may ask the Association to notify the Board in writing, within fifteen days, of his/her desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, the American Arbitration Association shall select an arbitrator.
- b. The decision of the arbitrator shall be non-binding.
- c. The costs of arbitration, including the arbitrator's fees, but excluding the attorney fees, shall be divided equally between the parties.
- d. An aggrieved person shall not have the right to refuse to follow a Superintendent's directive or a Board policy on the grounds that he/she has instituted a grievance. The party of interest is required to continue under the direction of the Superintendent, regardless of the pendency of any grievance, until such grievance is properly determined.
- e. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within thirty days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.
- f. Documents dealing with the process of grievance shall be filed separately from the personnel file of the participants.

- g. To ensure prompt resolution of grievances, all time limits are considered maximum, but may be extended by mutual agreement.
- h. In the event of a grievance filed against any Administrator, that Administrator shall have the right to have present at any/all proceedings other Bloomingdale Administrators' Association members and/or representatives.

IV. BLOOMINGDALE ADMINISTRATORS' ASSOCIATION SALARY GUIDE
2004-2005, 2005-2006 and 2006-2007

The salary package shall be as defined below for a three-year period:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Carmen C. Garfole Director of Special Services	\$105,815	\$111,106	\$116,661
Mary Ann Mahometa Principal, Martha B. Day School	\$94,676	\$99,410	\$104,381
Whitney Rae Perro Principal, Samuel R. Donald School	\$94,676	\$99,410	\$104,381
Daniel C. French Principal, Walter T. Bergen School	\$105,000	\$110,250	\$115,763

V. CALENDAR

Administrators are employed for a twelve-month work year, commencing on July 1 and ending on June 30 of each calendar year. They are entitled to twenty-two (22) vacation days and the following fourteen (14) holidays as listed below*:

Independence Day
Labor Day
Columbus Day
Thanksgiving Day, and the day after
Christmas Day, the day before, and the day after
New Year's Day, and the day before
Martin Luther King Day
Presidents' Day (1)
Good Friday
Memorial Day

*All fourteen holidays are days that the schools are closed to the students and instructional staff.

Administrators shall be required to take their vacation days during the summer, or on days within the school year that the schools are closed to students and the instructional staff, unless otherwise approved by the Superintendent. Administrators shall not take vacation days during the final two weeks of August.

Administrators may not carry over more than five (5) vacation days into the next school year. In the event that earned vacation days in excess of the five (5) allowable carry-over days cannot be taken prior to June 30th, because the Superintendent denied the request(s) for vacation time due to school responsibilities, then the administrator will be given compensatory days during the next contractual year at a mutually agreeable time.

If the administrator's retirement, resignation or death prevents use of the compensatory days, then the days will be added to his/her accumulated vacation day total, which may exceed the maximum days allotted. All scheduling of vacation time is subject to the prior approval of the Superintendent.

VI. EVENING EVENTS AND SPECIAL MEETINGS

A representative Administrator will attend the second Board of Education meeting of each month. In addition, Administrators shall attend specific Board of Education meetings, at the request of the Superintendent. All Administrators shall attend the Walter T. Bergen School Commencement, periodic P.T.A. meetings, all evening meetings, at which their teaching staff members are in attendance, and all special school sponsored student events, such as dances, concerts and grade level activities.

VII. HEALTH AND INSURANCE PROTECTION

A. Major Medical/Hospitalization

The Board shall provide single, two-party or family coverage in the Board sponsored traditional health plan, at no charge to the Administrator.

B. Dental

The Board shall provide single, two-party or family coverage to each Administrator. The Board agrees to provide a dental plan, which includes the following elements:

- | | | |
|----|---------------------------|--------------|
| 1. | Preventive and Diagnostic | 100% |
| 2. | Basic Services | 80/20 co-pay |
| 3. | Prosthodontic Benefits | 50/50 co-pay |

The maximum amount payable for the above services shall be \$1,000 per calendar year.

C. Prescription Drug Plan

The Board shall provide single, two-party or family coverage to all Administrators. The Board shall provide a prescription plan with a co-payment of \$10.00 for each generic prescription filled, a co-payment of \$15.00 for each brand name prescription filled, or a co-payment of \$10.00 for each mail order prescription filled.

D. Washington National Disability Insurance

The Board shall provide all Administrators with Washington National Disability Insurance, 100%, Plan I, Class coverage D.

E. Change in Insurance Carriers

It is understood that the Board reserves the right to change carriers, provided that the new carrier provides equal or improved benefits to those in existence.

VIII. RETIREMENT ALLOWANCE

A. Upon retirement, employees who have served in an administrative or teaching capacity for a total of five years or longer, in the Bloomingdale Public Schools, shall be entitled to a payment for 50% of their accrued unused sick time, excluding the original thirty day sick day bank and any additional accumulated "bank days", which is provided to the Administrators' Association members, capped at \$20,000 under the following schedule, and subject to the following provisions:

1. After 5 years - 1/3 of the 50%
 After 7 years - 2/3 of the 50%
 After 10 years - all of the 50%

2. The rate per day will be based on the employee's last full year salary.

3. Adequate notice of retirement shall be required. This notice shall be defined as February 1 of the retiring year. If less notice has been given, payment need not be made until one year later than otherwise specified. Retirement shall be defined the same as in the Teachers' Pension and Annuity Fund.

4. If adequate notice is given, the retirement allowance for sick time will be paid at the maximum amount (\$20,000), or at a different rate at the request of the Principal.

- B. In the event of death of said Administrator, before the retirement allowance is made, such payment will be made to the beneficiary of the Administrator's estate.

IX. SICK LEAVE

Administrators are employed on a twelve-month calendar, and are entitled to fifteen (15) days sick leave per year. Twelve sick leave days shall be treated as normal sick days, and three (3) shall accumulate in a sick day bank to be used only as necessary for an extended illness. All unused sick leave days shall be accumulated from year to year. A doctor's certificate verifying illness after five (5) consecutive days of absence will be provided upon request.

At the time of hire, administrators, who are new to the district, are given a bank of thirty sick days. These thirty days are to be used for personal illness only, and may not, at any time, be included for any type of monetary exchange.

X. TEMPORARY LEAVES OF ABSENCE

Administrators shall be entitled to the following leaves of absence with full pay:

- A. Death in the immediate family - an allowance of three (3) days' (except in extenuating circumstances five (5) days) leave shall be granted at any one time to attend the funeral of a member of the immediate family and for bereavement purposes.

Immediate family shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, sister-in-law, brother-in-law, grandmother, grandfather, or any relative of the same household.

- B. Personal Business – Administrators shall be granted five (5) days leave per year without reason. Unused personal days shall be added to accumulated personal days leave, not to exceed ten (10) personal days in the accrued personal day leave total.

Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent or his delegated agent prior to the date requested.

XI. EXTENDED LEAVES OF ABSENCE

- A. Maternity/Adoption Leave

1. No tenured employee shall be removed from her regular administrative duties during her pregnancy, nor shall any non-tenured Administrator be removed from her regular duties during those months of her pregnancy, which occur during a school year for which she has signed a contract for employment with the Board, except as indicated in Section 2.
2. The Board may remove any pregnant Administrator from her administrative or supervisory duties on any one of these bases:
 - a. Her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. If the basis for removal from duties is the physical condition or capacity of the Administrator:
 - (1) The pregnant employee fails to produce a certification from her physician that she is medically able to continue in her administrative duties, or
 - (2) The Board of Education's physician and the Administrator's physician agree that she cannot continue her administrative tasks, or
 - (3) Following any difference of medical opinion between the Board's physician and the Administrator's physician, the Board requests expert consultation in which case the Passaic County Medical Society shall examine the Administrator, and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue employment. The employee and the Board shall share the expense of any examination by an impartial third physician under this paragraph equally.
 - c. Any other just cause as defined in N.J.S.A. Title 18.
3. All tenured or non-tenured pregnant or adopting Administrators may apply to the Board for a leave of absence without pay and shall be granted that leave at any expected date of birth and continuing to a reasonable requested date after the arrival of a natural or adopted child. Following the grant of such leave to any Administrator, the date of return of that employee shall be further extended at the discretion of the Board of Education for an

additional reasonable period of time, at the Administrator's request for reasons associated with the pregnancy or birth or for other proper cause.

However, the Board of Education need not grant or extend the leave of absence of any non-tenured Administrator beyond the end of the contract school year in which that leave is obtained.

4. No tenured or non-tenured Administrator shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a lapse of time between the birth and her desired date of return or that a new school year has not begun, except as is provided in the preceding paragraph. Nothing contained in this paragraph shall be construed to preclude the Board from requiring an Administrator, after the birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph 2b (3).
5. A pregnant employee may apply for a leave of absence based upon a claim of disability, in which instance such leave of absence shall be chargeable to the sick leave account of said employee.
6. A pregnant employee may apply for a leave of absence not based upon a claim of disability, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave of said employee.
7. All extension or renewals of such leave shall be applied for in writing to the Superintendent, subject to the approval of the Board.

B. Military - Without Deduction

Military leaves related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey statutes. Administrators who are members of the Reserves or National Guard shall request his/her superior officer to allow him/her to fulfill his military requirements during the summer vacation.

C. Illness in Family

1. A leave of absence without pay for up to one (1) calendar year shall be granted for the purpose of caring for a sick member of a Administrator's immediate family or a family member resident in the Administrator's home, upon presentation of a physician's letter stating need.
2. Additional leave may be granted upon review and approval of the Board. Upon return from an extended leave of absence, the Administrator shall be reinstated in his/her same position for which he/she is certified.
3. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contractual period so long as the non-renewal of employment is not based solely upon the unpaid extended leave of absence.

D. Disability Leave (including Maternity-related Leave)

1. Any Administrator who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, child-birth, miscarriage and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.
2. Disability leave shall be charged to accumulated sick leave, if any, of said employee. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed Administrators under this agreement. However, notwithstanding any other paragraph in this section, insurance coverage provided at Board expense shall not exceed one year.
3. If the Administrator's absence shall be the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his/her employment, such employee shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with NJSA 18A: 30-2.1, any amount of salary or wages paid or payable to the employee under this sub-section shall be reduced by the amount of any Workman's Compensation award made to the Administrator under this sub-section for temporary disability pursuant to Title 34 of the N.J. Statutes.

4. The Board shall grant a disability leave for a period of up to one (1) calendar year. The Board shall have discretionary power to grant an extension or reduction of the disability leave for a reasonable period of time, as requested. (See NJSA 18A: 30-7).
5. An Administrator who desires to continue in the performance of his/her duties during a period expected to lead to a disability shall be permitted to do so provided the Administrator produces a statement from his/her physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the Administrator is physically capable of continuing to perform his/her duties and stating up to what date, in the opinion of the physician, the Administrator is capable of performing his/her duties.

E. Other

Employees may be granted leave without pay upon submitting request in writing to the Superintendent, specifying reason and duration of request and subject to the final approval of the Board.

XII. EDUCATION ASSISTANCE PLAN

The Board will reimburse any Administrator for professional development activities, limited to a maximum of \$2400 in 2004-2005, \$2500 in 2005-2006, and \$2600 in 2006-2007. In order to be considered for compensation, professional development activities must have the prior approval of the Superintendent.

Employees will be granted release time for attendance at professional meetings, workshops, and visitations to other schools including such meetings, workshops, and visitations that may be scheduled in areas outside the State of New Jersey, subject to the approval of the Superintendent.

XIII. DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its Administrators, a payroll savings plan or tax shelter annuity program, as said employees individually and voluntarily authorize the Board to deduct.

XIV. RIGHTS AND PRIVILEGES

A. Association Rights and Privileges

The Association shall be permitted the reasonable use of school facilities with the prior approval of the Superintendent, and according to the community use of school regulations.

B. Administrators' Rights and Privileges

An Administrator shall have the right, upon request, to review the contents of his/her personnel file and to receive a reasonable number of copies at Board expense of any documents contained therein. An Administrator shall be entitled to have a representative of the Association accompany him/her during such review. Administrators may make written comment concerning the content of their files. This written comment will be part of the file.

XV. EVALUATION

A. Administrators shall be evaluated by the Superintendent.

B. All monitoring or observation of the work performance of an Administrator shall be conducted openly.

C. The Administrator shall be given a copy of the written evaluation of his/her performance, which shall include:

1. Performance areas of strength, including but not limited to those evidenced during the observation period.
2. Performance areas needing improvement, including but not limited to those evidenced during the observation period.
3. Suggestions for improvement.

D. The evaluation shall be signed by both the Superintendent and the Administrator. The Administrator's signature shall not be interpreted as an agreement to the contents signed.

E. All Administrators shall have an opportunity to have a conference within ten (10) school days after receipt of said evaluation.

XVI. PROFESSIONAL OPENINGS

The Superintendent of Schools shall have posted in all schools a list of professional position vacancies, which occur under this agreement.

XVII. MILEAGE REIMBURSEMENT

The Board agrees to provide mileage reimbursement for travel between schools within the school day, as well as out of district travel, in the amount of the current I.R.S. allowance per mile rate, for the employee in the performance of his/her duties.

XVIII. MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be provided at the expense of the Board, and shall be available to Association members with the issuance of the next year's contract.
- B. On all occasions that the teaching staff is granted early dismissal, at the discretion of the Superintendent, the members of the Association may be granted early dismissal.
- C. Administrators' yearly membership dues shall be paid by the Board as listed below.
 - 1. Principals and Director of Special Services – New Jersey Principals and Supervisors Association.
 - 2. Principals – National Association of Supervision and Curriculum Development, Passaic County Elementary Principals Association
 - 3. Middle School Principal – National Middle School Association, Passaic County Elementary Principals Association
 - 4. Principal in Charge of Title I Administration – New Jersey Association of Federal Program Administrators
 - 5. Director of Special Services – Council of Administrators of Special Education, Council for Exceptional Children, National Association of Gifted Children, New Jersey Association for Gifted Children, Orton Gillingham Dyslexia Association, and New Jersey Association of Pupil Services Administrators, Passaic County Association of Special Services Administrators, and Twin River Special Education Council

- D. Children of non-resident Administrators, employed by the Board, may be enrolled in the schools of the District at the annual net cost incurred by the Board.
- E. Yearly, one administrator will attend a national professional conference, paid for by the Board. The conference location shall be confined to the 48 contiguous states. Attendance at this yearly conference shall be on a four year, rotating basis. Expenses covered shall include workshop fees, travel to and from the workshop, and incidental costs related to attendance at the workshop, as verified by registration information and receipts.
- F. In the event of necessity of required job-related court appearance or fulfillment of jury duty requirements, the Board will continue in effect present contractual policy with no loss of benefits, including salary, accumulated sick leave and/or personal days.
- G. When schools are closed due to inclement weather, administrators will be required to come in, at the discretion of the Superintendent. Any Administrator who is unable to come to work, after having been requested to do so by the Superintendent, shall utilize either vacation or personal time.
- H. Each non-tenured Administrator shall receive written notice, prior to April 30 of each year, informing him/her whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

XIX. SEPARABILITY

If any provision, or part of any provision, of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

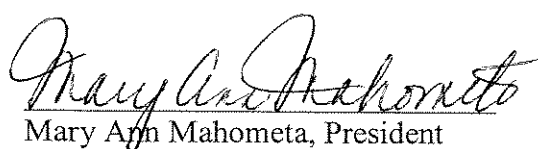
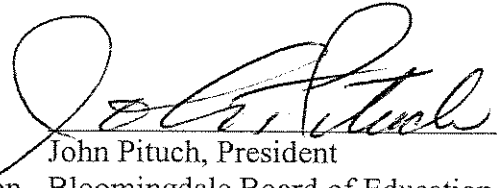
XX. DURATION

This agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2007.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President and Secretary, and the Board has caused this agreement to be signed by its President, attested by its Negotiator and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

BOARD OF EDUCATION

 _____ Mary Ann Mahometa, President Bloomington Administrators' Association	 _____ John Pituch, President Bloomington Board of Education
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 _____ Carmen C. Garfole, Secretary Bloomington Administrators' Association	 _____ George J. Hagl, Secretary Bloomington Board of Education
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