

AGREEMENT

Between the

BARNEGAT TOWNSHIP BOARD OF EDUCATION

And The

ASSOCIATION OF BARNEGAT ADMINISTRATORS

JUNE 30, 2006 THROUGH JUNE 30, 2009

Table of Contents

Article	Title	Page
1	Recognition	1
2	Negotiations of Successor Agreement	1
3	Grievance Procedure	1
4	Employee Rights	4
5	Working Conditions	5
6	Employment	5
7	Salaries	6
8	Sick Leave	6
9	Vacations	7
10	Temporary Leaves of Absence	7
11	Extended Leaves of Absence	8
12	Professional Development and Educational Improvement	10
13	Protection of Employees, Students and Property	10
14	Insurance Protection	12
15	Professional Association Dues	12
16	Evaluation Procedures and Personnel Files	13
17	Miscellaneous Provisions	14
18	Separation of Service	15
19	Duration	15

Article 1 – Recognition

- A. The Board hereby recognizes the Association of Barnegat Administrators (ABA) as the representatives of the Administrators of Barnegat Township School District (“district”).
- B. The ABA is defined as Principals, Vice Principals, Directors and Supervisors.

Article 2 – Negotiations of Successor Agreement

- A. The Board of Education shall establish a Board Policy to meet with the ABA for the purpose of discussing terms and conditions of employment. Such discussions shall begin no later than February 1st of the calendar year in which the contract expires.
- B. Any proposed changes in rules, regulations and/or policies affecting working conditions must be discussed between the Board and the ABA.

Article 3 – Grievance Procedure

A. Definition

The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decision, Board Policy or State Statute affecting a member or group of members.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or the Association, either in its own name or as the representative of a group or class whose individual’s signatures shall not be necessary. A grievance must be lodged at the proper initiating level within twenty (20) calendar days of the event in question.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the grievance to be advanced to the next step of the grievance procedure. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve a Complaint

- a. An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to the Superintendent.
- b. If the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such an event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One – Superintendent

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to the Superintendent, specifying:

- a. The nature of the grievance and the specific article alleged to have been violated;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The result of the previous discussion;
- d. The dissatisfaction with decisions previously rendered.

The Superintendent shall communicate his decision to the grievant in writing within fourteen (14) calendar days of receipt of the written grievance.

5. Level Two – Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and shall review the grievance and shall, at the option of the Board hold a hearing with the grievant and render a decision in writing within sixty (60) calendar days of receipt of the grievance by the Board.

6. Level Three – Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after receipt of the decision to be appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the New Jersey Public Employment Relations Commission, only if the grievance concerns the express written terms of the local negotiated agreement.

The arbitrator shall limit himself/herself to the issues submitted to him/her. He/She can add nothing to, nor subtract anything from, the Agreement between the parties. The opinion and award shall be final and binding. Only the Board, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearing.

7. Right to Representation

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stage of the procedure by himself/herself or, at his option, by a representative(s) and/or attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of the submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance.

8. Separate Grievance File

All documents, communications and record dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be made public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

10. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such fees shall be shared equally. Any other costs shall be borne by the party incurring them.

Where, however, the grievant elects to proceed without the Association's concurrence, the cost shall not be borne or shared by the Association.

Time lost by any grievant and/or his/her representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss of pay.

Article 4 – Employee Rights

- A. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/she may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere:
1. Whenever any administrator is required to appear before the Superintendent or his designees concerning any matter which could adversely affect the continuation of that administration in his/her office, position or employment, or the salary of any increments pertaining thereto, he/she shall be entitled to have a representative of the PSA present to advise him/her and represent him/her during such meeting or interview. This entitlement does not apply to evaluation conferences.
 2. Whenever any administrator is required to appear before the Board or a committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that administrator in his/her office, position or employment, or the salary or any increments pertaining thereto, he/she shall be given 48 hours prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the PSA present to advise him/her and represent him/her during such meeting or interview.

3. In the event that an administrator is suspended, the status of his/her pay shall be determined by the outcome of a hearing or interview. The hearing or interview must be held within fifteen (15) days from the date of suspension. If the hearing or interview with mutual consent is not held within fifteen (15) days, the administrator's pay will be reinstated until final determination. If the final determination of such meeting or interview is favorable to the administrator, he/she shall be reinstated to his/her position and shall be paid retroactively for the term of his/her suspension.

B. Administrators shall adhere to and be covered by Board Policy relating to "Nepotism".

Article 5 – Working Conditions

If there is a change in the length of the student school year, the Board will meet to discuss the matter with the administrators.

Article 6 – Employment

A. Employment

1. The initial salary of a newly-hired administrator shall be established by the Board Personnel Committee.
2. Administrators shall be notified of their contract and salary status for the ensuing year no later than May 15, and signed contracts must be returned to the Board by May 30. Any contract not returned by May 30 shall be deemed to have been terminated. However, upon application to the Board or its designee, it may grant a two (2) week extension. Such extension shall not be unduly denied. Tenured administrators must notify the Board by May 30 of their intention to return.
3. Any twelve (12) month administrator employed prior to January 1 of any year shall be given full credit for one (1) year of service for compensation purposes.

Article 7 – Salaries

- A. Each year, the salary of each administrator will be established including a CPI increase or 2.9%, whichever is greater. The aggregate total for administrators will be used to create a

bank of money that will be distributed to members of the ABA under the mutual agreement of the Superintendent and the ABA President.

- B. Each administrator shall be paid in semi-monthly installments on the 15th and 30th of each month.
- C. When a payday falls on a school holiday or vacation day, administrators shall receive their paychecks on the last previous working day.
- D. Each administrator shall receive a statement of deductions and the purpose therefore, with each paycheck.

Article 8 – Sick Leave

- A. All twelve-month employees shall be entitled to twelve (12) sick leave days as of July 1 of each year whether or not they report for duty on that day.
- B. Unused sick leave days shall be accumulated from year-to-year with no maximum limit.
- C. Unused personal days shall accumulate as sick leave, during each year of this contract.
- D. The Board shall give each administrator a statement of accumulated sick leave no later than September 15 of each year.
- E. Members of the Association shall have an opportunity to create a sick day bank totaling no more than forty (40) days per year that will be matched day for day equally by the Board of Education. A committee consisting of the Superintendent and two (2) members of this Association will determine distribution of days based on an individual's request for additional sick days from the bank. A member of the Association may make a request prior to exhausting all sick, personal and vacation days and those days must be exhausted prior to the use of any days granted by the Committee for addition sick days from the bank. A member of the Association shall not be able to participate in the sick day bank unless said member of the Association actively participates by contributing days to the sick day bank on a regular basis.

Article 9 – Vacation

- A. Members of the Association as defined in Article I shall be entitled to ten (10) days of vacation after July 1 after one year of service to the Board.

- B. Members of the Association as defined in Article I, who are hired after July 1 of any year during the term of this Agreement, will be entitled to pro-rated vacation for time served after June 30 of the first year of employment.
- C. Members of the Association shall be entitled to carry over up to 10 days of vacation time with the approval of the Superintendent.
- D. Vacation shall be prorated for the purpose of calculating payout upon termination prior to the end of the first year, or in the event of a mid-year termination thereafter.

Article 10 – Temporary Leave of Absence

A. Personal Leave

All administrators shall be allowed three (3) days, without loss of pay, for personal business during the school year, without reasons or verification. Unused personal days shall accumulate as sick days.

B. Legal Leave

Time necessary for appearances in any legal proceeding connected with the administrator's employment or with the school system shall be granted without loss of pay.

C. Bereavement Leave

1. Up to five (5) days at any one time may be granted in the event of the death of the administrator's spouse, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law, legal guardian, grandparents, grandchild, step-parents, step-children or step-siblings or other member of the household.
2. Up to two (2) days at any one time may be granted in the event of the death of the administrator's aunt, uncle, nephew or niece.
3. Additional time may be granted with the approval of the Superintendent. In the case of infant fatalities, additional time may be granted.
4. In the event of the death of an employee or student in the Barnegat School district, the principal or immediate supervisor shall be given release time in order to attend the funeral services.

D. Family Illness

Up to five (5) days at any one time may be granted for the serious illness of an

administrator's spouse, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law.

- E. Time necessary may be granted for person called into temporary active duty of any unit of the U.S. Reserves or the State National Guard upon request. An administrator shall be paid his regular pay in addition to any pay which he receives from the State or Federal government. In the event an administrator is called to duty during the school year, the Board reserves the right to contact the Commanding Officer to pursue alternate dates of service.
- F. Up to five (5) days may be granted for the purpose of marriage and honeymoon, and up to one (1) day may be granted for the purpose of attending the marriage of a member of the immediate family.
- G. Other leaves of absence with pay may be granted by the Board for reasons which the board finds valid.
- H. An administrator required to serve on jury duty shall be paid the difference between jury duty fee and salary. After such service, the administrator shall be reinstated in the same position held prior to jury duty, with no penalties. Each administrator assigned to jury duty shall advise the Superintendent in writing within five (5) days of receiving notification.

Article 11 – Extended Leaves of Absence

A. Maternity/Paternity Leave

Administrators shall notify the Superintendent or immediate supervisor sixty (60) days prior to the anticipated date of birth.

1. Maternity leave shall commence on the date requested by the administrator and extend for a period of up to one (1) contract year, at the discretion of the Superintendent.
2. When accompanied by medical authorization, no administrator shall be required to leave work because of pregnancy at any specified time prior to the expected childbirth nor be prevented from returning to work after childbirth, solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return.
3. The Board shall not remove any administrator from her duties during pregnancy unless the administrator fails to produce a certificate from her physician stating that she is medically able to continue working.
4. The administrator requesting such leave as stated above shall indicate a tentative return-to-work date and reconfirmation of such return-to-work date shall occur at least thirty (30) days prior to such return.

- B. Any administrator adopting an infant child shall receive leave similar to that specified in “A” above, which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.
- C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the administrator’s immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for any reason.
- E. All seniority and benefits to which an administrator was entitled at the time his leave of absence commenced, including unused sick leave, shall be restored upon the administrator’s return and he or she shall be assigned to the same title.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.
- G. Sabbatical Leave

- 1. Purpose

After five (5) years of district employment, a non-paid sabbatical may be granted to an administrator by the Board for study in an area of educational specialization or for other reasons of value to the school.

- 2. Conditions

When sabbatical leave is granted, all medical insurance benefits shall remain in effect during the sabbatical year at the prevailing benefit level at the time of the sabbatical.

- 3. Extensions/Renewals

All extensions or renewals of leaves, if granted, shall be applied for and granted in writing.

Article 12 – Professional Development and Educational Improvement

- A. The Board and the ABA support the principle of continuing training for administrators in the improvement of instruction. The parties further agree that each administrator shall fulfill obligations for professional improvement in ways that best serve his own problems, function, interests and needs.

1. Tuition Reimbursement

The Board will pay for tuition cost of books for each administrator for courses taken, or for attendance at conferences, within the following limits:

- a. The courses or conferences are approved by the Superintendent of Schools.
- b. The courses are in education or clearly related fields in a graduate program; conferences must be in education or clearly-related fields.
- c. Administrators must indicate their intent to take courses by August 1st for summer courses; September 1st for fall courses; and January 1st for spring courses.
- d. The Board will allow each administrator a cap of \$1,500 annually. Administrators will have the option to request additional reimbursement up to \$3000 if a balance exists at the conclusion of each semester until the balance is exhausted, upon the approval of the Superintendent. Three (3) months prior to the commencement of classes, at the discretion of the Superintendent and with the approval of the Board of Education, additional tuition monies may be made available.
- e. The Board will reimburse the administrators after they have successfully completed the course with a grade of B.
- f. The Board will pay for courses which they request an administrator to take.

Article 13 - Protection of Employees, Student and Property

- A. Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. In the event of any disorder or disruption in the regular school program, the ABA shall have the right to meet with the Superintendent immediately to develop mutually acceptable programs to guarantee the safety of students, employees and property. Nothing in this clause shall be construed to mandate any modification in the conditions of employment of any job titles represented in this Agreement, nor prohibit the assignment of any and all tasks traditionally done as part of these administrative positions.

- B. As specified in N.J.S.A. 18A:16-1, an administrator may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary, to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- C. Whenever any action is brought against an administrator before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall act in conjunction with 18A:16-6 and 18A:16-1.
- D. The Board will give full support, including legal and other assistance, for any assault upon the administrator while acting in the discharge of his duties. In the event that an administrator should sue a third party in a civil action based upon assault or action, said administrator shall secure his own attorney and pay all costs.
- E. When absence arises out of or from any assault or injury while acting in the discharge of his duties, the administrator shall be entitled to full salary and benefits for the period of time that Workman's Compensation considers them disabled up to one year, but shall not forfeit any sick leave or personal leave. Calculation of full salary shall be inclusive of Workmen's Compensation benefits.
- F. The Board shall reimburse an administrator for the cost of clothing or other personal property damaged or destroyed as a result of an assault suffered by an administrator while the administrator was acting in the discharge of his duties.
- G. The Board, through its Workmen's Compensation insurance, shall reimburse an administrator for the cost of medical, surgical or hospital services incurred as a result of any injury sustained in the course of his or her employment.
- H. Administrators shall immediately report cases of assault suffered by them in connection with their employment to the supervisor. The administrator shall, within twenty-four (24) hours, file a written report with his immediate supervisor and the Superintendent. A copy of the report shall be retained by the administrator.
- I. Such notification shall be immediately forwarded to the Board, which may at its discretion comply with any request from the administrator for information in the possession of the Board relating to the incident or the persons involved.

Article 14 – Insurance Protection

A. As of the beginning of each school year covered by this Agreement, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator.

1. Provisions of the health-care insurance programs provided by the Board shall be contained in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous cost;
- b. Outpatient benefits;
- c. Laboratory fee; diagnostic expenses and therapy treatments;
- d. Surgical costs;
- e. Major medical coverage;
- f. Family prescription drug insurance;
- g. Family dental insurance;
- h. Vision coverage

2. All health insurance shall be for full family coverage at a benefit level comparable to that in effect in 1993-1994. Employees shall be entitled to dental coverage not exceeding \$3,500 in benefits per family member. In addition, members will receive vision coverage as follows:

- a. Exam/Prescription Glasses Copay \$10/15
- b. Eye Exam every 12 months
- c. Contact/Spectacle lenses every 12 months
- d. Frame every 12 months
- e. Retail frame allowance of \$100 annually
- f. Elective contact allowance of \$100 annually

3. All administrators hired before July 1, 1990, will have the option to enroll in their current benefit plan (POS or Traditional) or choose a Direct Access Plan; all others will be enrolled in the Direct Access Plan.

4. The Board and the ABA agree to re-open negotiations on health insurance if the Board negotiates a change with any other unionized group of employees.

B. The Board shall provide to each administrator, no later than the beginning of the school year, a description of the health-care insurance provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above. The Board shall notify administrators of any anticipated changes in coverage.

Article 15 – Professional Association Dues

The Board agrees to pay the administrator's dues for membership in the NAESP/PSA.

Article 16 – Evaluation Procedures and Personnel Files

A. Evaluations

If an administrator disagrees with an observation or evaluation, he may make a written statement or response and have it permanently attached to the observation or evaluation and made part of the permanent file. In doing so, such response must be submitted to the Assistant Superintendent or Superintendent within ten (10) school days of the evaluation conference, or within ten (10) calendar days, excluding weekends, if there are less than ten (10) school days left in the school year.

B. Complaints

If any complaint regarding an administrator is made to the Superintendent which is used in a written evaluation or disciplinary hearing, the administrator shall be afforded an opportunity to respond to such charges. If the charge as determined by the Board is unjustified, the charge shall be removed from the file.

C. Personnel Files

1. No letter of reprimand or material derogatory to an administrator's conduct, service, character or personality shall be placed in his or her personnel file without giving the administrator the opportunity to review such material by affixing his or her signature to the copy. Signed copies will be filed with the expressed understanding that such signature in no way indicates agreement with the content thereof. The administrator shall have the right to submit a written response to such material provided that such response is submitted to the Superintendent within ten (10) school days from the employee's receipt of a letter of reprimand or derogatory material. Such response shall be placed in said administrator's personnel file.
2. The Board agrees to treat all personnel files confidentially. All files containing evaluations and materials relating to performance shall be treated in the following manner:
 - a. The Board shall provide at reasonable cost of each requesting administrator, copies of the records contained therein.
 - b. An administrator shall have the right to inspect the contents of his or her file in the presence of the Superintendent or his designee. The administrator may be accompanied by an ABA representative.
 - c. An administrator shall have the right to answer any material filed and his written answer shall be attached to the filed copies provided that the written answer is submitted within ten (10) days of the discovery by the administrator of the material in question.
 - d. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, but it shall not establish any separate

evaluation file which is not available for the administrator's inspection.

Article 17 – Miscellaneous Provisions

- A. All members of the Association shall be required to attend all scheduled Board of Education meetings unless excused by the Superintendent.
- B. The Board and the ABA agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of administrators or the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- C. If any provision of the Agreement or any application of the agreement to any administrator or group of administrators 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 application shall continue in full force and effect.
- D. Any individual contract between the Board and administrator, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.
- E. Any notice required by either of the parties to this agreement concerning the provisions of this Agreement shall be in writing.
- F. Administrators required to use their own vehicles in the performance of their assigned duties shall be reimbursed for mileage at the current IRS rate and for expense in accordance with Board policy.
- G. Administrative Expenses
1. When an administrator attends an evening function, he or she shall receive a meal allowance of fifteen dollars (\$15.00) for dinner. These functions shall include, but not be limited to:
 - Board of Education meetings
 - PTA meetings
 - School Dances
 - Class Plays
 - Musical Performances
 2. Reimbursement shall occur upon submission of receipts attached to the standard voucher.
- H. Nothing in this contract shall diminish or alter the Board's rights concerning enforcement of policy, administration of discipline and adherence to State Board of Education rules and

regulations.

- I. Any additional duties that require additional time responsibilities shall be compensated via negotiated stipend between the Superintendent for the Board and the President for the Association.

Article 18 – Separation of Service

All administrators shall be reimbursed for all accumulated sick leave days upon retirement or resignation from the district. In the event of the death of the employee, such reimbursement shall be paid to the estate of the employee. Reimbursement to any member of the Association for each sick leave day shall be at the rate of one hundred dollars (\$100.00) per day not to exceed a total amount to any one individual of ten thousand dollars (\$10,000).

Article 19 – Duration

This contract shall cover the time period from June 30, 2006 through June 30, 2009.

Barnegat Township
Board of Education

Association of Barnegat Administrators

President

President

Vice President