

# **AGREEMENT**

Between

**GLEN RIDGE  
BOARD OF EDUCATION**

And

**GLEN RIDGE  
ADMINISTRATORS'  
ASSOCIATION**

**July 1, 2006  
Through  
June 30, 2009**

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**MASTER AGREEMENT BETWEEN GLEN RIDGE BOARD OF EDUCATION  
AND GLEN RIDGE ADMINISTRATORS ASSOCIATION**

**ARTICLE I**

**A. UNIT MEMBERSHIP**

In accordance with Chapter 123, Public Laws of 1974, the Glen Ridge Administrators Association is the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified supervisory personnel employed by the Glen Ridge Board of Education, including only: Principals, Assistant Principals, Director of Technology, Director of Student Services and Director of Athletics.

**B. DEFINITIONS**

Unless otherwise indicated, the term “administrator” when used hereafter in this AGREEMENT, shall refer to all professional employees represented by the association in the negotiating unit as above defined.

All administrators, except the Director of Athletics, shall be considered twelve-month employees. The Director of Athletics shall be a 10-month, 10-day employee.

**ARTICLE II – NEGOTIATION PROCEDURE**

**A. DEADLINE DATES**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all those matters which are present during negotiations concerning the terms and conditions of administrators’ employment.

**B. NEGOTIATING TEAM AUTHORITY**

Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party. The parties mutually pledge that their representatives shall possess the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

**C. MAINTAINING CURRENT BENEFITS**

In the event that a successor agreement is not concluded prior to the expiration dates indicated in this contract, the salary guide, fringe, and leave benefits of this agreement shall remain in full force and effect until such time as a successor is concluded.

**D. MODIFICATION**

**Understanding of Parties**

This AGREEMENT incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this AGREEMENT, neither party shall be required to negotiate with respect to any such matter whether or not covered by this AGREEMENT and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this AGREEMENT.

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.

**E. SALARIES**

The Board agrees to pay the administrators the salaries set forth in Appendix A.

**ARTICLE III – GRIEVANCE PROCEDURES**

**A. DEFINITIONS**

1. “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 decisions, Board policy, or State Statute affecting a member or group of members.”
2. A “grievant” is a person or persons covered by this AGREEMENT asserting a grievance.
3. A “grievant” or the person(s) against whom a claim has been made is a person or persons asserting a claim.

## **B. PROCEDURE**

### **1. Filing a Grievance**

Should an informal attempt not work a grievance may be filed by an individual member, a group of members, or by the Association. Any grievance must be lodged at the proper initiating level within ten (10) working days of the occurrence of the event.

### **2. Failure to Communicate a Decision**

Failure at any step to communicate the decision on a grievance by the Board within the specified time limitation shall constitute a denial of the grievance and the grievant may process the grievance to the next level. Failure to appeal a denial of a grievance within the specified time limitations shall be deemed a withdrawal of said grievance.

### **3. Level One – Superintendent of Schools**

The grievant shall set forth his grievance in writing to the Superintendent of Schools specifying:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience
- c. The section of contract alleged to have been violated.

The Superintendent or designee shall communicate a decision in writing to both the grievant and immediate supervisor within five (5) work days of the written grievance.

### **4. Level Two – Board of Education**

If the grievance is not resolved to the grievant's satisfaction, within five (5) work days after the receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing to the Secretary of the Board, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, 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 thirty-five (35) calendar days of receipt of the grievance by the Secretary of the Board.

## 5. **Arbitration**

If the Association is dissatisfied with the Level Two decision, within fifteen (15) work days of the receipt of the Level Two decision, it shall notify the Board of Education of its intent to submit the grievance to arbitration. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period of ten (10) days, a demand for arbitration may be submitted to the Public Employment Relations Commission (PERC) by either party. The arbitrator's decision shall be in writing, shall be submitted to the Board and the Association and shall be final and binding on the parties. In the event that the arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator where the issue is a question of contract arbitrability. Jurisdiction shall rest with the Public Employment Relations Commission or Superior Court where the issue is one of the legal arbitrability. The costs for the service of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and costs of the hearing room shall be borne equally by the Board and the Association. Each party shall pay its own expense incurred in the arbitration, including payment for time and expenses of its witnesses and its designated advisor to the arbitrator. Each referral to arbitration shall embrace but one (1) such matter in dispute, unless otherwise stipulated by agreement between the Board and Association. The arbitrator shall have no authority to:

- Add to, subtract from, or in any way modify the provisions of this Agreement, or
- Include in the award an obligation for the Board to make any retroactive adjustment of pay for any period beyond the original date the grievance arose as specified in the grievance.

The decision of the arbitrator made in compliance with the foregoing shall be final and binding, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator, unless there is an extension of such period to abide by the arbitrator's decision.



6. **Right to Representation**

Rights of administrations to representation shall be as follows: any grievant must be present at all stages of the grievance procedure and may be represented by a representative of the Association and/or its attorney. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal with respect to personal grievances.

7. **Separate Grievance File**

All documents, communications, and records 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.

8. **Meetings and Hearings**

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives referred to in Article III B (5). Normally grievances shall be processed during non-working time. However, the parties in interest may mutually agree to process a grievance during working time, in which case there shall be no loss of pay.

**ARTICLE IV – ADMINISTRATORS’ RIGHTS**

**A. RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that these employees of the Board as defined in Article I have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations.

**B. JUST CAUSE PROVISION**

No administrator shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage covered in this AGREEMENT without just cause. Any such action asserted by the Board should be subject to the grievance procedure and the limitation as set forth in Article III. The granting of tenure shall not be considered a professional advantage as covered in this clause.

**C. REQUIRED APPEARANCES**

Whenever any administrator is required to appear before the Superintendent and/or the Board for the purpose of discussing the possible termination of employment of or disciplinary action towards that administrator, the administrator, shall be given 5 calendar days prior notice (which will be in written form) of the reasons for such meeting or interview and may (at the administrator's discretion) have (a) representative(s) of the Association and/or its attorney present to represent and advise during such meeting or interview. (Any suspension shall be with pay until formal determination by the Board of Education.)

**D. CRITICISM OF ADMINISTRATORS**

Administrators shall be notified about all verbal and shown all written communications (within ten working days of receipt) that are critical of their performance and shall be afforded an opportunity to respond. No criticism by the Superintendent or a Board member of an administrator shall be made in the presence of students, parents, or at a public gathering, nor shall any administrator criticize a supervisor or Board member in the presence of students, parents or at a public gathering. Nothing in this paragraph shall be construed to interfere with the appearance of the Superintendent or Board members at public hearings involving the Glen Ridge School District.

**ARTICLE V – EVALUATION**

**A. RIGHT TO FULL KNOWLEDGE**

The Board of Education and Superintendent subscribe to the principle that any administrator has the right to full knowledge regarding the judgment of the individual's superiors respecting the effectiveness of performance. To this end, all materials shall be kept in a personnel file (except as otherwise provided in Article III B (6) available for the administrator's inspection upon request, and shall constitute the only file kept on the administrator.

**B. FREQUENCY OF REVIEW**

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured administrator. The first written evaluation shall be no later than December 1<sup>st</sup>. Tenured administrators shall receive at least one written evaluation each year no later than March 30<sup>th</sup>.

**C. EVALUATION INSTRUMENT**

Administrators shall be evaluated on the basis of criteria established by the Superintendent and the Board and documented in the Superintendent's Evaluation Procedure. As an integral part of this Evaluation Procedure, Administrators will establish personal goals in conference with the Superintendent.

**D. EVALUATION PROCEDURES**

**1. Copies of Reports**

Each administrator shall sign the original copy of all written evaluations attesting to the fact that the contents of the evaluation are known to him or her. No written evaluation may become part of the administrator's personnel file without the administrator's signature. Further, each administrator shall receive a copy of each written evaluation.

**2. Right of Administrator to Respond**

A conference shall be arranged between the evaluator and the administrator within seven (7) school days after receipt of the written evaluation by the administrator. At such time, the administrator is entitled to have a personal response to the evaluation appended to the evaluation report.

**3. Notice of Contract Renewal**

Each non-tenured administrator shall receive written notice, prior to April 30<sup>th</sup> of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

**ARTICLE VI – LEAVES OF ABSENCE AND INSURANCE**

**A. LEAVES OF ABSENCE**

**1. Sick Leave**

“Sick leave” is defined to mean the absence of any employee from his or her post of duty because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household. Administrators will receive fifteen (15) sick

days and three (3) personal days each year. The Director of Athletics will have ten (10) sick days and three (3) personal days.

**2. Personal Leave**

Each employee may, upon application and approval of the appropriate administrator and Superintendent or designee, be absent with full pay for a maximum of three (3) days in one year for personal business which is defined as business which cannot be scheduled at any time other than regular school hours. The employee shall provide twenty-four (24) hours advance notice where possible. An employee need not specify his reason. Any unused personal days become accumulated sick days.

**3. Professional**

Absence with full pay may be allowed for worthwhile work experience, trips involving school business and attendance at Association conferences by the incumbent officers or their designees. Only the appropriate administrator's advance approval will be required for one-day trips. The Superintendent's advance approval will be required for overnight and longer trips.

**4. Leave Without Pay**

Any employee may, upon written request and with the approval of the Superintendent and Board of Education, be granted an unpaid leave. Upon return all benefits to which the employee is entitled at the time of such leave of absence, shall be restored, and he/she will be assigned to the position he/she held at the time said leave begun, if possible. Requests for leave without pay must be received no later than April 1<sup>st</sup> of the year preceding the year for which the unpaid leave is requested. In cases of personal emergency the application date may be waived.

5. A further extension of absence or a second leave of absence may be granted at the will of the Board upon recommendation of the Superintendent.

6. The Family Leave Act (N.J.S.A. 34:11 (B)-1) shall apply to Administrators.

7. An administrator shall be entitled to a non-cumulative leave of absence with full pay under the following circumstances:

- a. Up to five (5) working days per occurrence when death occurs in the immediate family (spouse, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or other relatives residing as members of the immediate household.)
- b. One day per occurrence to attend the funeral of a close friend or family member not listed in subparagraph a. above.
- c. Up to 2 additional personal days will be allowed for the birth or adoption of a child

**8. Military Leave**

Military leaves of absence shall be granted for employees who are inducted for military duty in any branch of the Armed Forces of the United States. Employees on military leave shall be given the benefits of any salary increments which would have been credited to them had they remained in the active service of the district, as provided by Title 18A, New Jersey Law.

**9. Maternity Leave**

- a. Leaves of absence for childbirth shall be granted consistent with applicable law. The administrator shall be afforded use of her accumulated sick days for disability periods. Upon normal physician's certification, an administrator shall be entitled to 20 working days before the anticipated date of birth and 20 working days after the birth. Upon additional specific medical certification, an administrator with pregnancy complications shall be entitled to utilize additional accumulated sick leave as necessary.
- b. Pregnant administrators shall notify the Superintendent of Schools of their condition and anticipated date of delivery no later than 120 days prior to the delivery date. Their notice should include their anticipated date to commence leave and their intention as to the use of sick days (if applicable).
- c. Pregnancy leave granted to a non-tenured administrator shall be limited to the specific school year and shall not be a guarantee of renewal as a result of the leave of absence.

- d. Administrator returning from pregnancy leave of absence shall be entitled to all benefits to which other administrators returning from other types of sick or disability leave would be entitled.

**10. Good Cause**

Leaves of absence with pay may be granted by the Board for good reason, but would not include marriage and honeymoon.

11. Employees on leave must notify the Board by March 1<sup>st</sup> if they plan to return the following year.
12. Leaves will be forfeited if there is evidence the employee is not fulfilling the purpose of the leave.

**B. INSURANCE**

The administrator shall be entitled to the following insurance benefits:

1. Enrollment in the district's hospitalization and medical insurance program, dental insurance program, vision insurance program, and prescription insurance program, long term disability, including family coverage, if applicable.
2. Any additional insurance benefits for all other district employees shall be extended to the administrators.
3. At retirement, an employee may elect to continue participation in all or any of the above health insurance group programs. Each retired employee wishing to retain coverage will be billed annually each July for the full premium and will be responsible for all rate increases. An employee who does not elect to continue at retirement may not rejoin at a later date. For the purpose of the provision, an employee will only be considered retired if he/she is drawing a pension from TPAF, PERS, or Essex County Pension Fund.
4. Members of the Association will be entitled to a long-term disability policy. The policy shall provide for payment at 90 days for 66.23% of salary up until age 65.

## **ARTICLE VII – SABBATICAL LEAVE**

- A.** Sabbatical leaves of absence may be granted for professional improvement upon recommendation of the Superintendent and approval of the Board for reasons of value which, in the opinion of the Board, shall render a benefit to the School District, subject to the following conditions:
1. Applicants must have held an administrative position for five (5) continuous years.
  2. The leave may encompass one full year at half pay or one-half year at full pay.
  3. Any administrator granted a sabbatical must agree by promissory note to continue working two years in the school system following the sabbatical leave.
  4. Salary after returning will be equal to the level the administrator would have received had the administrator continued in his/her position.
  5. An administrator may elect, with Board approval, in lieu of a full year sabbatical to take one, two, or three summers exclusively for study in planned academic programs.

## **ARTICLE VIII – VACATIONS**

- A.** All 12-month administrators shall receive 27 days of vacation exclusive of holidays. Upon separating from services with the district, compensation will be calculated on the basis of two (2) days per month. Administrators having used in excess of their proration will be liable to the district for days previously compensated for. Any administrator starting in the district after July 1<sup>st</sup> will receive vacation days at a proration of two (2) days per month in their current year of employment. Administrators will be entitled to the following holidays: Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, NJEA (2), Thanksgiving (2), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. Except for Rosh Hashanah and Yom Kippur, if a holiday falls on a weekend, another day will be designated as the holiday. Should additional school holidays be created the Administrators will be entitled to those additions. The Director of

Athletics must work on holidays/school vacation days required to carry out the function of the position.

- B.** Administrators shall be allowed to carry over up to five (5) days vacation into the next school year and/or receive payment for no more than ten (10) days at a rate of 1/240 per diem. The administrator must notify the Superintendent in writing of his/her intent under this clause no later than June 15. Administrators that are 10 ½ months are not given vacation days.

**ARTICLE IX – SEPARATION FROM SERVICE**

- 1.** A member who dies before his contract period is completed shall have payment for his/her unused vacation days given to his/her estate.
- 2.** A member who resigns or retires during the contract year shall receive cash payment for all unused prorated vacation days.
- 3.** The Board will pay departing (excluding leaves of absence) employees who have been employed in the district ten (10) years, for one-half the number of accumulated sick days at the following rates:

Up to and including 50 days	\$125 per day
51 and up to 100 days	\$135 per day
101 and up to 150 days	\$145 per day

- 4.** Upon death, the payment of any employee’s accumulated sick days shall be made to his/her estate.

**ARTICLE X – ADMINISTRATIVE VACANCIES AND TRANSFERS**

- A.** A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Administrators’ Association fifteen (15) work days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, qualifications and duties.

**B. NOTIFICATION**

The Association will be notified in writing by the Superintendent of the identity of the person selected.



**C. TRANSFERS**

An administrator's request for transfer will be granted if:

1. A vacancy exists.
2. The qualifications of the administrator involved meet the requirements of the available position in terms of professional preparation, experience and certification.
3. The Board and Superintendent feel the transfer would be in the best interest of the school district.

**ARTICLE XI – SCHOOL CALENDAR**

Representatives of the Administrators' Association shall participate in the formulation of the school calendar prior to its adoption by the Board of Education.

**ARTICLE XII – PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

- A. Principals will be afforded the opportunity to review and comment upon any curriculum change, programmatic revision or administrative reorganization prior to its approval by the Board. All such comment and review must take place within a reasonable period of time.
- B. Principals shall have the primary responsibility for recommending all faculty, staff and administrators for employment, who they evaluate, subject to final review and approval of the Superintendent. A minimum of one administrator shall be represented on the Screening Committee for the selection of all other Administrators. Representation on the Screening Committee shall be by a member or members selected by the Superintendent or his/her designee.

**ARTICLE XIII – PROFESSIONAL DEVELOPMENT**

- A. The Board of Education recognizes the value of professional organizations, professional development and advanced course work for its administrative staff. To that end, the Board will support these efforts in the following manner. Each Administrator, except the Director of Athletics, will be allowed \$5,500 per year to be used for membership in professional organizations, tuition, fees

and book costs for college and university courses and attendance at conferences, workshops and conventions. Administrators that work 10 and ½ months will be eligible for \$2,800. All expenditures must be approved, in advance, by the Superintendent of Schools.

- B.** An administrator shall present ample proof of having met graduate course requirements to the Superintendent of Schools. All courses must be approved by the Superintendent prior to registration.
- C.** Any administrator granted funds for tuition reimbursement will agree in writing to return to the school district following completion of the approved graduate courses for one school year. Should the administrator leave prior to the completion of the year, he/she will be responsible to reimburse the district for any tuition paid under this article.
- D.** Administrators may, by prior agreement with the Superintendent and the Board of Education, attend seminars and conventions, undertake consulting work, speaking engagements, writing, lecturing, or other similar professional duties and obligations insofar as they do not infringe on the needs and operation of the Glen Ridge Schools.

#### **ARTICLE XIV – REIMBURSEMENT OF ADDITIONAL EXPENSES**

Business related car travel shall be reimbursed at the current rate approved by the Internal Revenue Service.

- A.** The Director of Student Services, Director of Technology and the Director of Athletics shall receive a monthly car allowance of \$50.00 for travel between schools and district used facilities.
- B.** Each 12-month administrator will receive \$45.00 in reimbursement for each evening or weekend meeting or event he/she must attend as part of his/her duties. The Director of Athletics shall receive said stipend for all non-athletic evening events.
- C.** All 12-month administrators shall have the use of a laptop computer with modem. These remain the property of the Board of Education and will revert to the district should the administrator leave the district.

- D.** The Board of Education will pay for all uncovered health expenses up to \$500 for out of pocket costs payable on June 30<sup>th</sup> for the prior year.
- E.** The Board of Education will reimburse each administrator \$300 per year, payable on June 30<sup>th</sup> for Internet Service at home for the prior school year.
- F.** Administrator's children can attend Glen Ridge Public Schools at no expense to the administrator.
- G.** The district shall provide a cell phone to all administrators. In the event of separation, the administrator has the option to retain their cell phone number.
- H.** Any administrator on a school sponsored overnight field trip with students shall receive an allowance of \$154 for each night.

#### **ARTICLE XV – JOB DESCRIPTION**

Each administrator shall have a job description which outlines the basic duties currently assigned to each position.

**ARTICLE XVI – EFFECTIVE DATES AND DURATION**

This AGREEMENT shall be in effect as of July 1, 2006, and shall continue until June 30, 2009, subject to the Association’s right to negotiate a successor agreement as provided in Article II. This AGREEMENT shall not be extended orally. If any provision of this AGREEMENT is found to be contrary to law or decision of a court of proper jurisdiction, then that provision shall not be controlling but all other provisions herein shall continue in full force and effect for its term.

**GLEN RIDGE  
ADMINISTRATORS’ ASSOCIATION**

By \_\_\_\_\_

\_\_\_\_\_  
Date

**GLEN RIDGE  
BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date