

PROPOSED

AGREEMENT

**between
the**

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE ADMINISTRATORS' & SUPERVISORS' ASSOCIATION

1995 - 1997

ADMINISTRATION/SUPERVISOR CONTRACT 1995 - 1997

AGREEMENT

This agreement entered into this 13th day of November, 1995, 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' & Supervisors' Association, hereinafter called the "Association."

I. RECOGNITION

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

- A. The term "administrator & supervisor" 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 the phrase "administrator & supervisor".

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

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1. "A grievance is a claim by an administrator, supervisor 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 an administrator or supervisor or a group of administrators and supervisors."
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-tenure administrator or supervisor which arises by reason of his not being reemployed.
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 or supervisor 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

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The aggrieved person presents the grievance orally or in writing, directly or through his Association Representative to the Superintendent. An interview is arranged within two days; a decision in writing is given by the Superintendent within five days after the interview. 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 still not satisfied, he 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 will notify the aggrieved person and the Association of its decision in writing.

3. Step Three

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 may ask the Association to notify the Board in writing within fifteen days of his 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, an arbitrator shall be selected by the American Arbitration Association.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the

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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 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 30 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 insure 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 or supervisor, that administrator or supervisor shall have the right to have present at any/all proceedings other Administrators' and Supervisors' Association members and/or representatives.

**IV. BLOOMINGDALE ADMINISTRATORS' & SUPERVISORS' ASSOCIATION
SALARY GUIDE 1995-96, 1996-97**

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

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- A. For the 1995-96 school year, the base salary of Margaret Reda and Geraldine DiTosto will increase by the amount of \$2,500. Margaret Reda has a twelve month contract. Geraldine DiTosto has a ten month contract. Thomas Kennedy and Joseph Malanga, newly hired for the 1995-96 school year have negotiated previously. They each have an eleven month contract.
- B. For the 1996-97 school year, the base salary of Margaret Reda will increase by \$2,500. The base salary for Thomas Kennedy and Joseph Malanga will increase by \$3,500.
- C. Administrators and supervisors will be entitled to longevity benefits calculated as a percentage of their base salary. This percentage which is non-cumulative shall be 4% after 15 years in Bloomingdale, 6% after 20 years in Bloomingdale, and 8% after 24 years in Bloomingdale.
- D. Any employee hired after the 1992-93 school year will accrue longevity, which is non-cumulative at the rate of A) \$600.00 after 15 years in Bloomingdale, B) \$800.00 after 20 years in Bloomingdale, and C) \$1000.00 after 25 years in Bloomingdale.

V. HEALTH AND INSURANCE PROTECTION

- A. The Board shall provide the full single rate coverage and 100% of the cost of the family coverage to all administrators/supervisors enrolled in the Connecticut General Life Insurance Company Plan.
- B. The Board agrees to provide single, two party or 100% of the family medical contract coverage to all eligible administrators/supervisors. 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 \$1,000.00 per calendar year.

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The cost of this insurance to the board will be capped as of September 1, 1991. Any cost assessed to a administrator/supervisor member will be in pre-tax dollars.

- C. Prescription Drug Plan - The Board shall provide a full family coverage prescription plan with \$10.00 deductible for each name brand prescription filled and \$5.00 deductible for each generic prescription filled.
- D. The Board shall provide all eligible administrators/supervisors Washington National Disability Insurance 100% Plan I class coverage D.

All principals and supervisors hired after October 1, 1993 will be required to pay for said coverage for three (3) years before the Board assumes the agreed payments.

- 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 than those in existence.
- F. Upon retirement, the Board shall continue all health insurance coverage at the Board's group rate cost for each retiree of the Administrators' and Supervisors' group who has worked 10 years or more in the district. It is understood that each retiring employee will reimburse the Board for such cost.
- G. Upon retirement, the Board shall continue all dental and prescription plan benefits coverage at the Board's group rate cost for each retiree of the Association who has worked 10 years or more in the district, subject to any restriction as may apply in law or regulation. It is understood that each retiring employee will reimburse the Board for such cost.

VI. RETIREMENT ALLOWANCE

- A. Upon retirement, employees who have served in an administrative or teaching capacity for a total of 10 years or longer shall be entitled to a payment

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for 50% of their accrued unused sick time capped at \$20,000 and subject to the following provisions:

1. The rate per day will be based on the employee's last full year salary.
 2. Adequate notice of retirement shall be required. This notice shall be defined as April 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.
 3. If adequate notice is given, the retirement allowance will be paid at the maximum amount (\$20,000), or at a different rate at the request of the administrator.
 4. The employee may take the payout in the form of a paid benefit.
- B. In the event of death of said administrator or supervisor before retirement allowance is made, such payment will be made to the beneficiary of the administrator's/supervisor's estate.

VII. SICK LEAVE

All administrators and supervisors employed on a 12 month basis by the Bloomingdale Board of Education shall be entitled to 12 days sick leave per year; 11 month employees shall be entitled to 11 days sick leave per year; 10 month employees shall be entitled to 10 days. All unused sick leave days shall be accumulated from year to year. A doctor's certificate verifying illness after 5 consecutive days of absence will be provided upon request.

VIII. TEMPORARY LEAVES OF ABSENCE

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

- A. Death in the immediate family - an allowance of three days' (except in extenuating circumstances five days) leave shall be granted at any one time

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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 four days leave per year without reason. Unused personal days shall be added to accumulated sick leave total.

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

IX. 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 or supervisor 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 or supervisor from her administrative or supervisory duties on any one of these basis:
 - 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/supervisor:
 - (1) The pregnant employee fails to produce a certification from her

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physician that she is medically able to continue in her administrative/supervisory duties, or

- (2) the Board of Education's physician and the administrator/supervisor's physician agree that she cannot continue her administrative/supervisory tasks, or
- (3) Following any difference of medical opinion between the Board's physician and the administrator/supervisor's physician, the Board request expert consultation in which case the Passaic County Medical Society shall examine the administrator/supervisor and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue employment. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

C. Any other just cause as defined in N.J.S.A. Title 18.

3. All tenured or non-tenured pregnant or adopting administrators/supervisors 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/supervisor, the date of return of that employee shall be further extended in the discretion of the Board of Education for an additional reasonable period of time at the administrator/supervisor's request for reasons associated with the pregnancy or birth or for other proper cause.

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

4. No tenured or non-tenured administrator/supervisor 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/supervisor 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/Supervisors who are members of the

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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 an administrator/supervisor's immediate family or a family member resident in the administrator/supervisor'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/supervisor shall be reinstated in his 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/supervisor 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/supervisors under this agreement. However, notwithstanding any

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other paragraph in this section, insurance coverage provided at Board expense shall not exceed one year.

3. If the administrator/supervisor'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 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/supervisor 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 (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/supervisor who desires to continue in the performance of his duties during a period expected to lead to a disability shall be permitted to do so provided the administrator/supervisor produces a statement from his physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the administrator/supervisor is physically capable of continuing to perform his duties and stating up to what date, in the opinion of the physician, the administrator/supervisor is capable of performing his duties.

E. Other

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

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request and subject to the final approval of the Board.

X. EDUCATION ASSISTANCE PLAN

The Educational Assistance Plan for members of the Bloomingdale Administrators' and Supervisors' Association will be the same as that agreed to by the Board of Education and the Bloomingdale Teachers Association.

XI. DEDUCTION FROM SALARY

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

XII. RIGHTS AND PRIVILEGES

A. Association Rights and Privileges

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

B. Administrators'/Supervisors' Rights and Privileges

1. An administrator/supervisor 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/supervisor shall be entitled to have a representative of the Association accompany him/her during such review. Administrators/supervisors may make written comment concerning content of their files. This written comment will be part of the file.

XIII. EVALUATION

A. Administrators/supervisors shall be evaluated only by persons certified by the New Jersey State Board of Examiners.

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- B. All monitoring or observation of the work performance of an administrator/supervisor shall be conducted openly.
- C. The administrative/supervisory staff member 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 evaluator and the staff member. The staff member's signature shall not be interpreted as an assent to the contents signed.
- E. All administrators/supervisors shall have an opportunity to have a conference within 10 school days after receipt of said evaluation.

XIV. PROFESSIONAL OPENINGS

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

XV. MILEAGE REIMBURSEMENT

- A. The Board agrees to provide mileage reimbursement as established by the IRS rate.

XVI. 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. The school calendar, as published for the teaching staff, shall apply to all administrators and

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supervisors. Twelve month employees shall be entitled to an additional four weeks vacation period to be taken during the summer. However, subject to the approval of the Superintendent, vacations may be taken during the school year. Up to two weeks may be held in reserve for use in the summer immediately following the summer of the school year in which the vacation time is earned.

A member who dies before contract period is completed shall have payment for entitled vacation days made to beneficiary. A member who resigns or retires during contract period shall receive cash payment for entitled vacation days or have such days applied to retirement date.

- C. There will be early dismissal of Schools on Thanksgiving Eve and on the last day of school before Christmas recess. On other occasions on which the teaching staff is granted early dismissal, at the discretion of the Superintendent, the members of the Association may be granted early dismissal.
- D. Administrators'/supervisors' yearly membership dues shall be paid by the Board (N.J.P.S.A., P.C.E.P.S.A., N.J.P.A.). In addition to the above, payment will be made for A.S.C.D. membership for interested Association members.
- E. Children of non-resident administrators/supervisors employed by the Board may be enrolled in the schools of the District at the annual net cost incurred by the Board.
- F. Evening meetings requiring the presence of employees shall be reasonable in terms of length and number.
- G. 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.

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- H. 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.
- I. Any appropriate benefit not specifically defined in this contract shall be defined as per the wording of the prevailing BTA contract. In the event a benefit is added to the BTA contract, that item, ,and that item only, shall be considered a legitimate topic of renegotiation. Should the Board choose to provide the same benefit for the administrators, then that benefit should not be considered a legitimate topic of renegotiation.
- J. The school year for 11 month employees will be from August 1st through June 30th.
- K. Principals will be paid at a per diem rate if asked to work during July at the new contract rate.

XVII. 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.

XVIII. DURATION

This agreement shall be retroactive to July 1, 1995 and shall continue in effect until June 30, 1997.

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 Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

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ASSOCIATION

by Margaret Reda
President

by Audrey Divato
Secretary

BOARD OF EDUCATION

by Lesley A. Munsell
President

by Gregory H. Hays
Secretary

SALARY GUIDE ATTACHMENT

	<u>95/96</u>	<u>96/97</u>
Thomas Kennedy	\$65,000	\$68,500
Joseph Malanga	\$65,000	\$68,500
Margaret Reda	\$79,304 base <u>6,344</u> longevity 8% \$85,648	\$81,804 base <u>6,544</u> longevity 8% \$88,348
Geraldine DiTosto	\$66,130 base <u>2,645</u> longevity 4% \$68,775	

LONGEVITY as per Article IV Sections E and F:

An additional 4% of salary after fifteen (15) years in Bloomingdale.

An additional 6% of salary after twenty (20) years in Bloomingdale.

An additional 8% of salary after twenty-four (24) years in Bloomingdale.

Any employee hired after the 1992-93 school year will accrue longevity, which is non-cumulative at the following rate:

\$600.00 after 15 years in Bloomingdale.

\$800.00 after 20 years in Bloomingdale.

\$1000.00 after 25 years in Bloomingdale.