

AGREEMENT BETWEEN
THE PHILLIPSBURG BOARD OF EDUCATION
AND
THE PHILLIPSBURG ADMINISTRATORS' ASSOCIATION
JULY 1, 2007 - JUNE 30, 2010

TABLE OF CONTENTS

<i>I.</i>	<i>Recognition.....</i>	<i>1</i>
<i>II.</i>	<i>Negotiation Procedure.....</i>	<i>1</i>
<i>III.</i>	<i>Grievance Procedure.....</i>	<i>2</i>
<i>IV.</i>	<i>Administrator Rights.....</i>	<i>6</i>
<i>V.</i>	<i>Association Rights and Privileges.....</i>	<i>7</i>
<i>VI.</i>	<i>Board Rights.....</i>	<i>8</i>
<i>VII.</i>	<i>Evaluation.....</i>	<i>8</i>
<i>VIII.</i>	<i>Leave of Absence.....</i>	<i>9</i>
<i>IX.</i>	<i>Sabbatical Leave.....</i>	<i>11</i>
<i>X.</i>	<i>Vacations.....</i>	<i>12</i>
<i>XI.</i>	<i>Administrative Vacancies.....</i>	<i>12</i>
<i>XII.</i>	<i>School Calendar.....</i>	<i>13</i>
<i>XIII.</i>	<i>Curriculum Determination.....</i>	<i>13</i>
<i>XIV.</i>	<i>Insurance Protection.....</i>	<i>13</i>
<i>XV.</i>	<i>Protection of Administrators and Property.....</i>	<i>14</i>
<i>XVI.</i>	<i>Miscellaneous Provisions.....</i>	<i>15</i>
<i>XVII.</i>	<i>Duration of Agreement.....</i>	<i>17</i>
	<i>Salary Increase.....</i>	<i>19</i>
	<i>Salary Guide Level I.....</i>	<i>20</i>
	<i>Salary Guide Level II.....</i>	<i>21</i>

ARTICLE I

Recognition

A. Unit Membership

In accordance with Chapter 303, Public Laws of 1968, the Board hereby recognizes the Phillipsburg Administrators' Association, hereafter referred to as the "Association", as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for administrative personnel inclusive of:

Principals, Assistant Principals, Administrator of Special Services

B. Definition

Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II

Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin no later than December 15 of the calendar year preceding the calendar year in which this agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representative shall be clothed with the necessary power and

authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. Maintaining Current Benefits

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any administrator's benefits existing prior to its effective date.

D. Modification

1. Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. 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.

ARTICLE III

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 or administrative decision pertaining to the provisions of this agreement, affecting a member or group of members.

B. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, whether in its own name or as the representative of a group or class whose individual signature shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Failure to Communicate a Decision

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.

3. Informal Attempt to Resolve

An individual administrator who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent and, in such event, if the problem is not resolved to the satisfaction of the Association within five (5) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section 3 shall become applicable.

4. Level One - Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth his/her grievance in writing to the immediate superior specifying:

- a. the nature of the grievance;
- b. the specific term or provision of this agreement alleged to have been misinterpreted, misapplied, or violated;
- c. the nature and extent of the injury, loss, or inconvenience; and
- d. the remedy sought.

The immediate superior shall communicate his decision to the grievant in writing within five (5) work days of receipt of the written grievance.

5. Level Two - Superintendent of Schools

The grievant, no later than five (5) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) work 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 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) work days of receipt of the grievance by the Board.

7. Level Four - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to the arbitration shall be given to the Board through the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

Within ten (10) working days after such written notice of request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Commission (PERC) in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

8. Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and shall have the right to be present and to 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 appeal with respect to his personal grievances.

9. 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.

10. 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 contemplated in this article.

11. Costs

Each party will bear the total cost incurred by themselves.

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV

Administrator Rights

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of new Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws 1963, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of his employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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 and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

C. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that administrator, he/she shall be given prior notice (which will be in written form) of the reasons for such meeting or interview, and if desired, shall have a representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. The Association shall have the right to be present to protect the interests, not only of the individual involved but also of the organization as the bargaining representative exclusively recognized.

ARTICLE V

Association Rights and Privileges

A. Information

The board agrees to furnish to the Association in response to reasonable requests from time to time all public records/information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and all allocations, agendas and minutes of all Board meetings, census data, names and addresses of all administrators and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the administrators, together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and/or benefits.

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property after the close of the school day. Permission of the Superintendent shall be required. Such permission shall not be withheld unreasonably.

D. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this agreement shall be granted only to the Association as the exclusive representatives of the administrators, as defined in the unit, and to no other organization.

ARTICLE VI

Workday

Administrators shall attend one Board of Education meeting per month.

ARTICLE VII

Board Rights

Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retain all rights, powers, functions, and authority of management, including the hiring, supervision, discipline, and promotion of employees, the direction of school operations and determinations of the methods, means, and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE VIII

Evaluation

A. Philosophy

The Phillipsburg Administrators' Association concurs with the policy that all professional personnel be evaluated. The evaluation of an administrator will be the responsibility of the Superintendent of Schools. Procedure for the evaluation will be discussed by the Superintendent of Schools with the Phillipsburg Administrators' Association. In all instances, the mutually developed evaluation instrument and procedures shall comply with New Jersey Laws.

B. Notice of Contract Renewal

Each non-tenure administrator who has been an employee of the Board for at least ten months should receive written notice, prior to March 30, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year as per the evaluation procedure heretofore agreed upon between the parties.

C. Results of Standardized Tests

Results of standardized tests used for evaluating students will not be the only means to evaluate administrators or induce comparisons between schools. Such test results shall be utilized as one criterion by the Administration and the

Board of Education to set district priorities in curriculum improvement and budget development.

ARTICLE IX

Leave of Absence

A. Sick Leave

1. Accumulative

All full time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

B. Temporary Leaves of Absence

All full time administrators shall be entitled to the following leaves of absence with pay during each school year.

1. Death in Family

Up to five (5) successive workdays may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother; brothers and sisters; father-in-law and mother-in-law; step-parent; step-child; grandmother and grandfather). The Superintendent may grant up to five (5) working days for other family members and relatives when circumstances warrant it.

2. Personal

Absence of two (2) days per year may be granted to an administrator without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year. Administrators interested in taking a vacation (or personal) day that falls on a Administrative Professional Development Day as noted in the school calendar, or one that is planned at least thirty days in advance, must obtain prior approval from the Superintendent.

3. Professional Conferences

The Association reserves the right to be represented by an officer at the conferences beneficial to the welfare of the Association. Five (5) days will be allotted per year for this purpose and given at the discretion of the Superintendent.

C. Extended Leaves of Absence

1. Military Leave

Military leave without pay shall be granted to any administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

2. Educational Exchange Programs

A leave of absence without pay of up to two (2) years shall be granted to any tenured administrator who joins the Peace Corps, VISTA, National Teacher Corps or accepts a Fullbright Scholarship.

3. Family Illness

A leave of absence without pay may be granted, at the Board's discretion, for the purpose of caring for a member of the administrator's immediate family who is seriously ill.

4. Good Cause

Other leaves of absence without pay may be granted by the Board for good reasons.

5. Return from Leave

(a) Salary

Upon return from leave granted by the Board, an administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

(b) **Benefits**

All benefits to which a tenured administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

6. **Extensions and Renewals**

All extensions or renewals of leave shall be applied for and, if granted, shall be in written form.

ARTICLE X

Sabbatical Leave

A. **Number**

One (1) administrator per year will be granted sabbatical leave at the discretion of the Board under the following:

B. **Procedure**

1. Applicants must have been employed by the Phillipsburg Board of Education for seven (7) continuous years.
2. The leave will encompass one (1) year.
3. Salary will be reduced by one-half (1/2) during the time of leave.
4. Salary after returning will be equal to the level the administrator would have received had he/she continued in his position.
5. Application must be made on or before December 1 of the year preceding the year requested and applicants must be notified by April 1.

ARTICLE XI

Vacations

A. Time Allotted

Annual vacations for association members under a twelve month contract consist of twenty-two (22) working days upon their initial employment for those hired after July 1, 2007. Administrators hired prior to July 1, 2007 will remain at twenty three (23) days. In addition, for every five years of employment as an administrator, each administrator will receive an additional two (2) days of vacation time, not to exceed a total of 30 days (Anyone presently over 30 days will be frozen at the current level.) Administrators interested in taking a vacation (or personal) day that falls on an Administrative Professional Development Day as noted in the school calendar, or one that is planned at least thirty days in advance, must obtain prior approval from the Superintendent.

B. Banking Time

Unused vacation days, up to a maximum of ten (10) days, if not used within a specific contract year, are cumulative for one year. Any additional unused vacation days, up to a maximum ten (10) days, will be carried to additional sick days.

C. Payment for Unused Vacation Days

In the event that the Association member has more than ten unused vacation days by June 30th of any year, he/she shall have the option of being compensated for a maximum of ten (10) days at the daily rate of 1/240th of the annual salary times the number of unused vacation days beyond the carry-over vacation days, or these vacation days may be converted to sick days.

ARTICLE XII

Administrative Vacancies

A. Notice

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association fifteen (15) calendar days before the final date when applications must be submitted.

ARTICLE XIII

School Calendar

Representatives of this Association shall participate in the formation of the school calendar prior to its being adopted by the Board of Education.

ARTICLE XIV

Curriculum Determination

A. Initiating Proposals

Proposals for curriculum change can be initiated by professionals of any level of responsibility.

B. Approving Proposals

Before a proposal involving curriculum change is sent to the Board of Education, administrators affected by the change will review, modify, and approve the proposal. A copy of the original proposal will be made available to the Board upon request.

C. Appeal to Superintendent

If a disagreement between the people initiating a proposal and an administrator cannot be resolved, the organization can appeal to the Superintendent to render a final decision.

ARTICLE XV

Insurance Protection

A. Full Health-Care Coverage

The Board agrees to provide for each administrator no less than identical insurance coverage provided for all other teaching professionals. All members will participate in the PPO as presently offered by the Phillipsburg Board of Education.

B. Description to Administrators

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

C. Yearly Medical Exam

The Board of Education will pay the cost of a complete physical examination for each administrator -- annually -- results of which are to be forwarded to the Superintendent of Schools in a personal/confidential letter by the physician administering said physical.

ARTICLE XVI

Protection of Administrators and Property

The Board of Education in conjunction with the Association shall establish written policies and procedures for handling emergency situations.

In the event an emergency situation arises that is not covered by the written policy, the building administrator shall have the authority to make whatever decision he/she deems necessary for the safety and welfare of the students.

Any long term disorder or disruption will require a meeting of the Superintendent, administrative staff, and Board of Education to develop a mutually acceptable program to cover the situation.

Deductions from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its administrators dues for any one or combination of associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such moneys to the appropriate association or associations. The Board of Education shall contribute yearly applicable dues to the New Jersey Principals/Supervisors Association and either NAESP, NAMSP, or NASSP.

2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVII

Miscellaneous Provisions

A. Participation in Administrative Policy Making

The Association, at the discretion of the Superintendent, will be consulted and given an opportunity to participate in the development of administrative policies and procedure.

B. Administrators with twenty (20) years or more service to the Phillipsburg School System, retiring at the end of the 1976-1977 school year and thereafter, shall receive one-half (1/2) of his/her daily rate of pay for up to and including ninety (90) days of unused accumulated sick leave (i.e. forty-five (45) full days pay maximum) and one-fourth (1/4) of his/her daily rate of pay for any remaining days up to a maximum of thirty (30) days (i.e. seven and one half (7.5) full days). The daily rate of pay for this purpose shall be (1/240) of the pay earned in the previous 237 full contract days worked, including senior service increments where applicable. It is understood by the parties that these benefits accrue to the estate of any administrator who should die while fully employed by the Board.

C. Administrators who desire to retire during this contract period must make known their intention in writing one year prior to the retirement date. The Board of Education agrees to pay the administrator one month's salary in addition to the final year's contractual salary; and this salary to be distributed monthly over the final contract year. Any notification of less than one year would be prorated over the remaining months of employment but no additional payment would be made if notification occurs less than six months prior to the retirement date. The administrator agrees to volunteer his/her assistance for the purpose of acquainting any administrative replacement with the job responsibilities for one month after the official retirement date upon the request of the Superintendent of Schools.

D. Tuition Reimbursement

Tuition Reimbursement -- up to twelve (12) credits per administrator per year, at the Rutgers University graduate tuition rate, for courses in administration, supervision, curriculum, and other courses approved by the Superintendent.

E. In order to support professional growth, the Board will provide funding for two (2) members of the Administrators' Association, per year, to attend the New Jersey Principals and Supervisors Conference. The funding includes registration fees, transportation, lodging, meals, and associated educational expenses. The selection of the individuals will be made by the Administrators' Association.

F. Placement of Administrators on Salary Guide

- 1. The Superintendent has the discretion to recommend the salary for all administrative positions.**
- 2. The Superintendent will meet with the President of the Phillipsburg Administrators' Association to discuss the placement of an administrator on the salary guide prior to the hiring of said administrator.**

G. Holiday Schedule

If a school day should fall on one of the holidays listed, the administrators will be required to work. A vacation day may be taken for the day with prior

approval from the Superintendent. The Superintendent will then grant a floating holiday.

Fourth of July

Labor Day

NJEA Convention - 2 Days

Thanksgiving Day

Day after Thanksgiving

Winter Recess (same as teacher's contract)

Martin Luther King Day (Commencing w/ 2008-2009 School year)

President's Day Recess (2 Days)

Good Friday

Easter Monday

Memorial Day

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010 subject to the Association's right to negotiate over a successive agreement as provided in *Article II*. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, all on the day and year first above written.

**Phillipsburg Administrators'
Association**

By _____
President

Phillipsburg Board of Education

By _____
Board President

By _____
Board Secretary

Date _____

