

4-1096

Contract no. 531

15-99

AGREEMENT BY AND BETWEEN
THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL
PRINCIPALS' ASSOCIATION

JULY 1, 1988 TO

JUNE 30, 1990

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ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Central Regional Principals and Supervisors Association, hereinafter known as "the Association" as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all full-time regularly employed certified administrative personnel employed by Central Regional Board of Education, hereinafter known as "the Board", includes Principals, Assistant Principals, Director of Student Personnel Services, Supervisor of the Child Study Team, Athletic Director, and Supervisors of Curriculum and Instruction.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

- A. Administrator - when used herein in the Agreement, the term shall refer to all professional employees represented by the Association in the negotiating unit as defined in the Article.

ARTICLE II

Negotiations 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 matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than (November 1) and no earlier than (October 15) of the calendar year preceding the calendar year in which this agreement expires, unless the Board and the Association mutually agree to an extension of time.

B. 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 applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.

C. Negotiating Team Authority

Neither party in any negotiations shall have control over the selections of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. All agreements arrived at by the negotiating representatives are subject to ratification by the Board of Education and the membership of the Association. The Negotiating Committees of each side shall be made up of no more than four (4) members excluding central administration and special labor counsel.

ARTICLE III

Temporary Leaves of Absence

A. Sick Leave

Personnel covered hereunder shall be entitled to twelve (12) days sick leave for twelve (12) month employees, and ten (10) days for ten (10) month employees. Sick leave shall be defined in accordance with N.J.S.A. Title 18A. Unused sick leave shall be accumulated from year to year with no maximum limit.

The Board agrees to reimburse unit members upon retirement for unused sick leave with the following provisions:

Employees shall have ten (10) consecutive years of service in any professional position within the district to be reimbursed for 90% of sick leave above fifty-five (55) days at the per diem rate at the time of retirement for all sick leave accumulated up through the 1983-1984 school year. Any sick leave accumulated by an Association member after the 1983-1984 school year will be reimbursed at retirement at the per diem rate of pay as earned. Accumulated sick leave shall be used on a "last in" "first out" basis so that the most recent accumulated sick leave is used first.

B. Personal Leave

1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days must be approved in advance by the Superintendent. Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above. Administrators not wishing their reasons to be known, may indicate on the request form and have the right to disclose the reasons directly to the Superintendent for his consideration.

2. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be excepted, providing the request is specific and/or emergent in nature and may be granted only with the direct and express approval of the Superintendent.
3. Any unused personal days will be converted to one (1) sick leave day and added to the administrator's sick leave account at the beginning of the next contract year.

C. Death in the Immediate Family

1. All administrators shall be allowed up to five (5) days, without loss of pay at the time of death in the immediate family. The immediate family shall include father, mother, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, or a relative living as a member of the immediate household.
2. Up to two (2) days absence, without loss of pay, shall be allowed all administrators at the time of death of a grandparent.

ARTICLE IV

Extended Leave of Absence

Except as may be expressly required by law, the Board upon recommendation of the Superintendent of School reserves sole discretion in the granting of extended leave with or without pay. Such leave may be granted as the Board may deem good and sufficient reason.

A. Anticipated Disability Leave

1. Any Administrator who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said Administrator. All Administrators covered by this Agreement anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition may result in disability is known or within a reasonable time thereafter. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the Administrator so affected and the Superintendent shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.
2. An Administrator who desires to continue in the performance of his/her duties during a period expected to lead to a state of

disability shall be permitted to do so provided said Administrator produces a statement from his/her physician stating that said Administrator is capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the Administrator is capable of performing said duties.

3. In no event shall the Board be obligated to permit an Administrator anticipating a state of disability to continue in the performance of his/her duties where the performance of said Administrator has substantially declined from that performance demonstrated by said Administrator at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.
4. The Administrator requesting a leave under the provisions of this section shall specify in writing the date on which he/she wishes to commence said leave and the date upon which he/she wished to return to employment following recovery from said disability.
5. The Board shall have the right to require any Administrator who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating he/she is capable of performing his/her duties.
6. Whenever, in the opinion of the Board, the dates of commencement or an anticipated disability leave and/or the dates for the resumption of the duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board, if in the opinion of the Administrator's physician such change shall be without medical hazard to the Administrator.
7. An Administrator who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.
8. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confined medical reasons upon application by the Administrator to the Board. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq., and specifically, N.J.S.A. 18A:30-6 and 18A:30-7.
9. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is obtained.

B. Child Rearing Leave

1. In a case where an Administrator or spouse gives birth to a child,

or in the case of a defacto adoption, said Administrator shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.

2. In a case where both husband and wife are employed in the school system, only one (1) spouse may be entitled to apply for such leave.
3. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.
4. Applications for child rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.
5. Extensions upon the one (1) year stipulations may be made at the sole discretion of the Board upon application by the Administrator at least three (3) months in advance of the expiration of the one (1) year period.
6. Wherever possible, the Superintendent shall attempt to assign an Administrator to the same position he/she held at the time said leave commenced. If an Administrator who has been granted a child rearing leave is permitted to return to the system at any other time other than those stipulated herein, such Administrator may be assigned to any position decided by the Superintendent so long as such assignment is within the certification held by said Administrator.
7. The dates for the commencement and termination of child rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

c. Sabbatical Leave

1. Sabbatical leaves for certified administrators of the Central Regional School District, which includes Principals, Assistant Principals, Director of Student Personal Services, Supervisor of the Child Study Team, Athletic Director, and Supervisors of Curriculum and Instruction, shall be granted for one full year at one-half pay, or for one-half year at full pay. To qualify for consideration for a sabbatical leave, an administrator shall have at least seven (7) years consecutive service in the Central Regional District as an administrator.
2. Sabbatical leave may be granted for one of the following reasons:
 - a. for formal study at an accredited college or university.
 - b. for research work under the guidance of a competent personnel.

C. Sabbatical Leave - Con'd

2. c. for foreign or domestic travel as a required part of a. or b.

The study, research or travel plans for the year must be submitted along with a formal application to the Superintendent not later than February 1 of the year prior to the commencement of the proposed leave for approval. After due consideration of all applications, the Superintendent shall present each request to the Board with his recommendation of acceptance or rejection. Each administrator involved shall be invited by the Superintendent to be present at the Board meeting when his/her program comes up for consideration. The decision of the Board shall be final.

3. An employee granted a sabbatical leave for study, research or travel shall be required to serve the Central Regional school System for two (2) years upon return. To further protect the Board against an administrator's failure to return to the school, the administrator shall execute a non-interest bearing note to be paid back in twenty installments, beginning October 1 of the year that the administrator should have returned and continuing for the next twenty-two months, excluding July and August. During such payment there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be four percent on the unpaid balance, effective January 1 of the year the sabbatical leave was actually used. If the administrator is unable to return by reason of his/her own action, he/she shall have the option of paying the note in full with no interest prior to September 1 of the school year that he would have returned to his former position. In the event of death, no repayment will be required. In the event of incapacitating illness, the date of return or repayment of the note shall be deferred until the administrator is able to return to work.
4. During the sabbatical leave, the administrator shall not be allowed to hold any full-time position. However, this shall not be construed to deny any administrator the right to fellowships, scholarships, grant-in-aid or other scholastic stipends.
5. Administrators on sabbatical leave shall file progress reports with the Superintendent sometime during the first half and upon completion of the leave to substantiate that the program criteria are being met.
6. Not more than one (1) administrator as defined in C1 above shall be eligible for a sabbatical leave in any given school year.

D. Other Leave Without Pay

1. The Board upon recommendation of the Superintendent may grant a leave of absence without pay or any other benefits provided for in this Agreement for any tenured administrator for one (1) school year for good and sufficient reason.
2. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

E. Extended Leave of Absence Stipulations

1. An Administrator on leave shall report to the Superintendent on or before April 15th of the school year regarding his/her intentions with respect to resuming regular administrative duties at the start of the school year. Failure to comply with this stipulation may be construed as a resignation.
2. During a leave, the Administrator will not be eligible for any other benefits which are provided for in this Agreement.

ARTICLE V

Vacation Leave

- A. Personnel covered hereunder shall be entitled to twenty (20) days vacation per twelve (12) month employees. Ten (10) month employees are entitled to leave in June not sooner than the close of school at the discretion of the Superintendent. (Such entitlement shall accrue at the completion of each fiscal year of service, except where employment is less than one fiscal year in which case vacation shall be pro-rated based upon length of employment).
- B. Vacation shall be taken during the summer academic break except as may be specifically granted otherwise. Upon approval of the Superintendent of Schools, persons covered hereunder may elect to reserve vacation days in an amount not to exceed five (5) days per annum for use during the school year. Use of such vacation leave during the school year shall be subject to the approval of the Superintendent of Schools. In the event that the Superintendent disapproves all or any part of the five (5) banked days, the Administrator shall be reimbursed for those days at the rate earned if not taken by August 30th, following that contract year.
- C. Vacation shall be used in the fiscal year in which it accrues or within one (1) fiscal year thereafter. Failure to use vacation leave as prescribed herein shall constitute a waiver of such leave, except where the use of accumulated vacation leave is expressly forbidden.
- D. Upon voluntary separation, accumulated unused vacation leave shall serve as severance pay. The salary rate then earning shall be used for severance pay determination. The calculation of severance pay shall be pro-rated and based upon actual time worked.
- E. Separation From Service
 1. A member who dies before his contract period is completed shall have payment for his/her earned vacation days paid to his estate on a pro-rata basis.
 2. A member who resigns or retires during the contract year shall receive cash payment for his/her earned vacation days on a pro-rata basis.

ARTICLE VI

PROFESSIONAL DEVELOPMENT

- A. The Board shall assume full cost of approved expenses for professional development expressly requested or required in writing by the Superintendent of Schools to attend.
- B. Upon recommendation of the Superintendent of Schools and approval of the Board, necessary funds shall be allocated for the purpose of membership dues in state and national professional associations which relate directly to the area of an administrator's responsibility and/or position.
- C. All publications received as a result of these memberships shall be deposited with the district for use by the Association, Board, and all professional staff members.
- D. Budgetary allocation shall be made for management in-service training programs upon recommendation of the Superintendent of Schools and approval by the Board. Such programs shall include, national and/or state conferences, in district seminars, and/or county, state, or national conventions.
- E. Personnel covered hereunder shall be entitled to reimbursement up to a maximum of \$800.00 per year per person for graduate courses approved by the Superintendent.

ARTICLE VII

HOSPITAL AND MEDICAL COVERAGE

- A. The Board shall provide medical insurance coverage as provided to other district employees including Hospitalization, Medical-Surgical Plan, Major Medical, Dental and (\$2.00) Co-Pay Prescription Plan. Nothing contained herein shall deny or restrict the Board in making sole determination of the carrier(s), provided it can demonstrate to the Administrators that any change in carrier (s) results in no reduction in benefits or services.
- B. The Board agrees to reimburse to each administrator an amount not to exceed one hundred (100) dollars for an annual physical examination during the term of this contract. Said reimbursement shall be paid subsequent to the administrator having utilized the district's health insurance. Said reimbursement shall not be used to satisfy the administrator's one hundred (100) deductible required by the district's health insurance coverage. Request for reimbursement shall be submitted to the Board Secretary accompanied by the appropriate paperwork stating that the district's health insurance has been utilized to the extent permitted.

ARTICLE VIII

Grievance Procedure

- A. The Association or any member(s) thereof shall have the right to appeal an alleged misapplication, misinterpretation, or violation of this Agreement or any administrative decision rendered thereunder pursuant to this Article.
- B. Upon written request specifying the nature of the appeal, the specific section of the contract in dispute and any pertinent information which gave rise to the appeal, the Association or any member(s) thereof shall have the right to meet with the Superintendent of Schools for the purpose of resolving the dispute. Within a reasonable time period, the Superintendent shall issue a written decision.
- C. If dissatisfied with the disposition of the appeal/decision, the association or any member(s) thereof shall have the right to meet with the Board of Education or committee thereof for the purposes of resolving the dispute. Within a reasonable time period, the Board shall issue a written decision.
- D. Under any and all circumstances, the decision of the Board of Education shall be final and binding.

ARTICLE IX

Work Year

The in-school work year for all personnel covered hereunder shall be as the Superintendent designates and/or as personnel may determine necessary to perform assigned responsibilities. In no case, however, shall the in-school work year exceed 225 days including all days on which academic sessions are cancelled on account of inclement weather and/or other emergency situation.

ARTICLE X

TRAVEL REIMBURSEMENT

Persons covered hereunder expressly requested or required to travel in connection with their assigned duties shall be reimbursed at a rate of twenty (20) cents per mile. This provision applies as follows:

- A. Travel expenses for all official school business within the District not normally related to the specific job functions of the titled position in question are reimburseable.
- B. For travel expenses outside of the District, application shall be made to the Superintendent prior to the event.

ARTICLE XI

DEFERRED INCOME PLAN

All members of this unit shall have the option of participating in a Deferred Income Plan as authorized by the Board of Education.

It is understood by the parties of this Agreement that the Board of Education does not endorse, underwrite, or sponsor any Deferred Income Plan.

ARTICLE XII

SEPARABILITY

If any provision of this Agreement is found to be contrary to law by an administrative agency or court of proper jurisdiction, then that provision shall become null and void, but all other provisions of the Agreement shall remain in full force and effect.

ARTICLE XIII

LIAISON COMMITTEE

There is hereby established a Liaison Committee between the Board of Education and the Principals' Association. The purpose of this committee shall be to provide a means of open communication to discuss issues considered appropriate to both parties of this Agreement.

The Committee shall meet a minimum of four (4) times per year during the months of August, November, February, and May.

The committee shall be comprised of the following:

- 1. At least three (3) members of the Board of Education
- 2. The Superintendent, Assistant Superintendent, and Board Secretary.
- 3. A maximum of four (4) representatives from the Principals' Association.

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ARTICLE XIV

This Agreement shall be effective (retroactive) as of July 1, 1988 and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate a successor agreement according to the procedure set forth in Article II. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

In witness thereof, the parties thereto have caused this Agreement to be signed as a covenant of execution for aforesaid dates by their respective officers.

FOR THE BOARD OF EDUCATION

By David S. [Signature], President
Attest James H. [Signature] Secretary
Date 12/21/88

FOR THE PRINCIPAL'S ASSOCIATION

By JAMES D. [Signature], President
Attest Robert R. [Signature] Secretary
Date 12/21/88

CENTRAL REGIONAL PRINCIPALS ASSOCIATION

SALARY SCHEDULE FOR 1988/89 & 1989/90 SCHOOL YEARS

HIGH SCHOOL PRINCIPAL (A)

<u>STEP</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>7/1/89</u>
1	55,705	58,040	62,290
2	57,040	59,375	63,625
3	58,752	61,102	65,379

MIDDLE SCHOOL PRINCIPAL (B)

<u>STEP</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>7/1/89</u>
1	51,726	53,902	57,862
2	53,061	55,237	59,197
3	54,746	56,936	60,921

VICE PRINCIPALS, DIR/SUP (C)

<u>STEP</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>
1	44,064	45,934	47,878	50,911
2	45,399	47,269	49,213	52,246
3	46,734	48,604	50,548	53,581

ATHLETIC DIRECTOR (D)

<u>STEP</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>
1	41,394	43,157	44,990	47,849
2	42,729	44,492	46,325	49,184
3	44,064	45,827	47,660	50,519