

**CONTRACT BETWEEN**  
**THE**  
**COLTS NECK TOWNSHIP BOARD OF EDUCATION**  
**AND THE**  
**COLTS NECK TOWNSHIP ADMINISTRATORS ASSOCIATION**

*July 1, 2005 through June 30, 2008*

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## Article 1: RECOGNITION

### A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Administrators Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as:

- Principal
- Assistant or Vice Principal
- Director
- Supervisor of Instruction

### B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee," "member," or "administrator" when used herein shall refer to a member or members of the Bargaining Unit as defined above, male and female. In addition, masculine pronouns will be understood to apply equally to female employees.

All benefits contained in this contract shall be for 12-month employees. Any benefits to be given to 10-month employees shall be explicitly stated where applicable.

Any individual contract expiring June 30, 2006 shall expire June 30, 2006. It is not the intent of this contract to automatically extend any contract terms previously limited

### C. References to Parties in the Agreement

Hereinafter, it is understood that the Colts Neck Township Board of Education may be referred to as "The Board" and the Colts Neck Township Administrators Association may be referred to as "The Association."

## Article 2: NEGOTIATION OF SUCCESSOR CONTRACT

### A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in accordance with Title 34:13A-1 et. seq., in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment.

The parties agree to commence negotiations no later than December 1<sup>st</sup> of the calendar year preceding the calendar year in which this agreement, or any part thereof, expires.

Any contract so negotiated shall apply to all employees, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

### B. Modification

This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## Article 3: GRIEVANCE PROCEDURE

### A. Definition

1. A "Grievance" shall mean a complaint by an administrator or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an administrator or a group of administrators.
2. An "aggrieved party" is the person, persons, or the association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

### B. Procedure

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) school days of the knowledge of its occurrence. Failure to adhere to the thirty (30) school days time line will result in the grievance being waived.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
8. In the event a grievance is filed at such time it can not be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party to the grievance, the time limits set forth herein may with mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
9. No reprisals of any kind shall be taken by the Board, any member of the Administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. A party with a grievance shall first discuss it with the immediate supervisor except when covered by item C3 below, either directly or through the Association, with the objective of resolving the matter informally.

Note: An employee's immediate supervisor may be the Superintendent.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five school days, s/he shall set forth his/her grievance to the immediate supervisor in writing specifying:
  - a. the nature of the grievance
  - b. the nature and extent of the injury, loss, or inconvenience
  - c. the interpretation of previous discussions
  - d. the dissatisfactions with decisions previously rendered
  - e. the specific remedy sought, where feasible

The formal grievance procedure shall begin with this notice.

The immediate supervisor shall communicate his/her decision to the aggrieved party in writing within five (5) school days of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the immediate supervisor will be at the sole discretion of the Superintendent.

The Superintendent's decision will be rendered in writing to the grievant and his/her immediate supervisor within five school days following his/her receipt of the written grievance.

4. The aggrieved party, no later than five school days after receipt of the immediate supervisor's decision, may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the immediate supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Superintendent shall communicate his/her decision in writing to the aggrieved party, the immediate supervisor, and the President of the Association.

5. If the grievance is not resolved to the aggrieved party's satisfaction he may request, no later than five school days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board within five school days of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.

6. If the aggrieved party is dissatisfied with the decision of the Board, he may request in writing within ten school days that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten school days after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen school days after receipt of the aggrieved party's request.

The following grievances shall not be deemed arbitrable:

- a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education.
- b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone.
- c. a complaint of a non-tenured administrator which arises by reason of his/her not being re-employed.
- d. a complaint by any administrator occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required.

D. Arbitration Procedure

1. A request for an arbitrator may be made by either party to the grievance to the Public Employment Relations Commission (PERC). The parties agree to be bound by the rules of the Public Employment Relations Commission (PERC).
2. The arbitrator shall limit himself to the issues submitted to him. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.
3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.
  - a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.
  - b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
3. An employee who voluntarily attends an arbitration proceeding (i.e., his/her presence is not required by the arbitrator) and, because of this attendance is unable to perform his/her duties, will have the cost of the substitute deducted from his/her pay.

## Article 4: BOARD OF EDUCATION RIGHTS

1. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
  1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
  2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
  3. To maintain efficiency of the school district operations entrusted to them;
  4. To determine the methods, means and personnel by which such operations are to be conducted; and
  5. To take actions necessary to carry out the mission of the school district in situations of emergency.
2. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of New Jersey and the United States.
3. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18:A, school laws of New Jersey or any other laws or regulations as they pertain to education.

## Article 5: ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

A. Pursuant to N.J.S.A. 18A:26-2, any person employed as an administrator by the district shall hold a valid and appropriate certificate. In addition, the certificate holder shall obtain any license, certificate or authorization that may be mandated by State or Federal law or by a licensing board in order for the individual to serve in that position.

B. As professionals, administrators are expected to devote to their assignments the time necessary to meet their responsibilities.

Administrators will provide coverage surrounding the school day and will make certain that coverage is available to respond to safety issues before and after school while students are present.

Administrators are to maintain visibility and be active participants at school events such as Back To School Night, parent conferences, graduations and activities/presentations sponsored by the Board of Education.

C. The CNTAA shall have the right to meet with the Superintendent in connection with the formation of policies affecting the operation of the school district. These policies may pertain, but not be limited to, such matters as: building programs, administrator-staff pupil ratios, reorganization plans, staffing, grievances and welfare.

D. Representatives of this Association shall be invited to participate in the formation of the school calendar prior to being adopted by the Board of Education. Final decision shall be made by the Board of Education.

E. Whenever controversy over an administrator's decision arises, the CNTAA shall have the right to private prior conference with the Superintendent and, if not resolved there, with the Board.

F. All members of the bargaining unit shall have the responsibility to support policies made by the Board, to be conscientious in the discharge of their duties, to conform to high standards of ethical and professional conduct and to effectively carry out administrative procedures and directions issued by the Superintendent provided they are consistent with this agreement and State Law.

G. Since grievance machinery is available for the orderly settlement of disputes, there shall be no strike, job action, slow down or similar activity by the CNTAA or its members designed to impede or obstruct the normal, orderly operations of the schools.

H. It shall be the responsibility of the administrators to keep school open when directed during a strike of any job action. This responsibility shall include involvement in staffing, scheduling, safety measures, supervision of instruction, pupil control, verification of attendance and other such measures necessary for the continuance of the educational program.

I. Criticism of an administrator by a supervisor, or Board member shall be made in confidence and not in public forum.

Criticism by an administrator of the administration or the Board shall be made in confidence and not in public forum.

J. No administrator shall be dismissed or reduced in compensation if he is under tenure of office, position or employment during good behavior and efficiency in the school system, except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to law after written charges of the cause or complaint shall have been preferred against such person, signed by the person making the same provided that nothing in this Article shall prevent the reduction of the number of persons holding such offices, positions, or employment under the conditions provided by New Jersey's law.

K. No administrator shall be reprimanded or disciplined without just cause.

- L. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual employee job performance, prior tenured employees who are certified for a position, when that type of position becomes available, shall be specifically notified in accordance with law. In the case of non-tenured employees, notification shall be limited to the school year immediately following reduction in force.

The employee shall notify the administration of his interest in the position within one week from the date of notification.

- M. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given forty eight (48) hours prior written notice of the meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The forty eight (48) hours notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).

N. Personnel File

1. An administrator has the right to review his/her personnel file upon request. An appointment should be made in advance to arrange a time for this review.
2. Any complaints regarding an administrator which are to be included in his/her file shall be made known to the administrator. A copy of any written notation of a complaint which may be placed on file or forwarded to the Board of Education must be given to the administrator and he/she will have the right to answer such complaints individually or with representation of his/her choice. A file notation with date will be made by the person furnishing the administrator the aforementioned information and the administrator will initial the notation to signify his/her receipt of same. In the event the administrator refuses to initial the receipt of the information, a file notation to that effect will also be made. The administrator shall also have the right to append a written file notation with his/her own replies and reasons. Such answer, if any, will be made within six (6) school days from the furnishing to the administrator of the complaint.

O. Evaluation

1. All administrators shall be evaluated as required by statute.
2. Proposed changes in the evaluation procedure will be discussed with the CNTAA prior to adoption or implementation if a request for discussion is made after notification of the proposal is given.

P. Compensation for School-Related Expenses

1. Administrators who purchase items for school use, or pay for attendance at any conference, seminar, etc., that was previously approved by the Superintendent, shall be compensated within thirty (30) calendar days.

## **Article 6: FAIR DISMISSAL PROCEDURE**

On or before May 15th of each year, the Board shall give to each non-tenured administrator continuously employed since the preceding July 1st either;

- A. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law, or
- B. A verbal notification by the Superintendent or, in his/her absence, by Board designee, five (5) working days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the administrator to exercise one of the following options:
  - (a) To receive written notice from the Board that such employment shall not be offered, or
  - (b) To submit a letter of resignation
  - (c) A non-tenured administrator who has been given notice of non-renewal of his/her contract may, if s/he so requests, be given reasons therefore an opportunity, if desired, to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured administrator which arises by reason of his/her not being re-employed is not subject to the grievance procedure.

## **Article 7: ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **A. Use of School Facilities**

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for association meetings, providing the desired facility is not otherwise in use, and prior approval of the Superintendent is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

### **B. Use of School Equipment**

The Association shall have the privilege to use, in accordance with school policy, school facilities and equipment including typewriters, copy machines, voice mail, email, computers, school technology, or any other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the Superintendent regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use. This privilege is extended solely for the purpose of conducting Association business.

## Article 8: WORK YEAR

- A. The work year for 12-month administrators will begin July 1 and end June 30 following, and shall include the vacation days specified below and holidays throughout the year as enjoyed by the teachers in the Colts Neck Township school district. The work year for 10-month administrators will be the same as the teachers' work year.
- B. Vacation Days (12-month administrators only)
- 1) Administrators shall receive twenty (20) days of vacation, exclusive of Saturdays, Sundays and legal holidays. In addition, the Board will allow administrators to carry over five (5) unused vacation days for a total number of vacation days not to exceed twenty-five (25) days in any one year. Administrators are to take the majority of their vacation between July 1 and August 20. Up to two (2) unused vacation days will be applied to sick leave.
  - 2) Twelve month employees shall be entitled to their vacation days as of the next July 1<sup>st</sup>.
  - 3) In no event shall the administrator be paid in lieu of the taking of vacation. It is the responsibility of the administrator to schedule vacation time and will be subject to prior approval by the Superintendent.
  - 4) Full-time administrators with less than 1 year of employment shall receive vacation days on a prorated basis according to the following: 1 vacation day per 12 days worked between the date of employment and June 30<sup>th</sup>. The administrator will be entitled to these vacation days as of the next July 1<sup>st</sup>.
  - 5) 10-month administrators do not receive vacation days.
  - 6) Upon separation from the district twelve month employees will be paid at a 1/240 per diem rate for unused vacation time.

## Article 9: TEMPORARY LEAVES OF ABSENCE

- A. 12-month and 10-month employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:
1. a. Four (4) days paid leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies when notification will be made at the time of need) and the applicant for such leave shall be required to check the general reason for taking leave on the appropriate form. Unused leave under this section will convert to accumulated sick leave at the end of each contract year.
  - b. New employees hired after the start of the school year will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis according to the following: .3 day per number of months between the date of employment and June 30th; 2.1 - 2.2 days = 2 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3 days; 3.1 - 3.2 days = 3 days; 3.3 - 3.6 days = 3.5 days; 3.7 - 3.9 days = 4 days.  
  
New employees will be given credit for a full month if they work any time before the 15<sup>th</sup>.
  2. a. In the case of the death of a member of the immediate family (spouse, parents, children, grandchildren, siblings, grandparents, and corresponding in-laws) wherever domiciled, or any familial domiciled in the employee's residence, up to five (5) days total annually.  
  
Up to three (3) days total annually in the event of death of other family members not residing in the household of the employed will be granted.  
  
Additional leave for death may be granted upon approval of the Superintendent.
  - b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any familial domiciled in the employee's residence. An explanation of the illness shall be provided on the leave form for informational purposes only. No family illness day may be denied.  
  
Additional leave for serious illness may be granted upon approval of the Superintendent.
  3. Jury duty will be granted with pay less the jury duty stipend.
  4. Other leaves of absence with pay may be granted by the Board for good reason.
- B.
1. Leaves taken pursuant to Section A above shall be in addition to twelve (12) days accumulative sick leave to which each 12-month employee is entitled or ten (10) days accumulative sick leave to which each 10-month employee is entitled. Part-time employees' sick leave shall be prorated.
  2. New employees hired after the start of the school year will be allotted sick days on a prorated basis according to the following formula: 1 sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.
- C. When, in the judgment of the Board of Education there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the employee, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.

D. For purposes of this article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.

E. Professional Day/School Business Day

1. A professional day is to be defined as a day requested by the employee and approved by the immediate supervisor and Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.
2. A school business day is to be defined as a day on which the Superintendent requests an employee to attend any of the above activities outside of the district. It is non-chargeable to any other leave under this Article.
3. Attendance at meetings by administrators within the district will be considered no different than a regular school day.
4. Administrators presenting outside of school who receive no compensation for the presentation will be granted a professional day for said presentations provided they occur during the regularly scheduled school day and are approved by the Superintendent.

G. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association. This bank is established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. A unit member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the current year's allotment of sick days may not be donated. Written notice must be given of the employee's desire to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any member's request to utilize the Sick Leave Bank. The annual enrollment period shall be from June 1 to June 30. The contributed sick day(s) will be deducted from the employee's accumulated sick or personal leave on July 1.
2. Unit member contributions shall be voluntary.
3. The Sick Leave Bank shall be only available to those members who have:
  - Exhausted all earned and accumulated sick leave; and
  - Have been absent a minimum of 30 consecutive workdays.
4. A member who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the unit member examined by medical personnel of its choice.
5. A member's utilization of the sick bank shall be subject to the approval of the Board.
6. A member is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.
7. Utilization of the sick bank in any subsequent contract year shall be subject to the renewed approval of the Board. As of the commencement of a new contract year, a member must exhaust all new entitlements for that year, including sick days, personal days, vacation days, prior to being eligible for use of the sick bank.

## Article 10: EXTENDED LEAVES OF ABSENCE

- A.
1. An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
  2. The Board of Education will approve the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity.
  3. An employee who is placed on an unpaid leave (whether voluntary or involuntary) shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

- B.
1. Family medical leave will be handled consistently with the requirements of federal and state law concerning family and medical leaves. An eligible pregnant employee is entitled under Federal Family and Medical Leave Act ("FMLA") to leave due to pregnancy-related disability for a disability leave period (as certified by her doctor) not to exceed 12 weeks. During this time, the employee will be continued on health benefits under the same terms as if she were working.

Following the period of pregnancy disability leave, the eligible employee will be able to take an additional 12 weeks of leave under the New Jersey Family Leave Act ("NJFLA") to care for the newborn. During this child care leave, which is covered under both federal and state law, the employee will concurrently exhaust any remaining FMLA entitlements. Benefits will be continued during this leave.

In the event the employee elects to use any accrued time during the above leave periods, she would receive payment for that portion of the family leave. The use of accrued time would occur concurrently with the family leave period and would not extend the period of FMLA or NJFLA leave.

Potentially eligible employees must have their doctor complete a medical certification form as suggested by the U.S. Department of Labor. Thereafter, in the case of a pregnancy or other disability leave, it may be necessary to provide an update from the physician if the actual period of disability varies from that submitted initially to the District.

2. The employee on leave must notify the Board of Education of their intention to return from their leave prior to April 1st for the following July, or by October 1st for the second semester.
3. An employee desiring a leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the employee's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.
4. To be eligible for a salary increment, an employee must work at least ninety (90) days in the contract year that the leave commences or terminates.
5. An employee on a voluntary leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the employee's coverage in the district's group health plans for a period of twelve (12) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
6. To be eligible for child care leave, an employee must have worked at least 1,000 base hours during the immediately preceding 12-month period prior to the requested leave.
7. Any employee seeking a leave of absence shall specify in writing, not later than ninety (90) days prior to the anticipated leave, the date on which he/she wishes to commence leave and the date on which he/she wishes to return to work.

- C. Other leaves of absence without pay may be granted by the Board for good reason.
- D.
  1. An employee shall not receive increment credit for time spent on leave nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
  2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his/her return, providing said benefits were not used during the leave.
- E. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
- F. Other leaves of absence with partial pay may be granted by the Board.
- G. All leave provisions are intended to be interpreted consistent with State and Federal law, and in particular with the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. To the extent these provisions are determined to conflict with State or Federal law, this section shall be interpreted in a manner consistent with law or will be voided to the extent the conflict cannot be corrected.

**Article 11: ACCUMULATED SICK LEAVE**

Following ten (10) years of service in Colts Neck, upon retirement, the retiring administrator shall be compensated for accumulated sick leave under the following conditions:

- A. If written notice is submitted prior to February 1st of the school year in which the retirement will occur, payment will be made during July following the close of the school year.
- B. If notification of the intent to retire is not made prior to February 1st of the school year in which the retirement will occur, payment will be made during July of the following calendar year.
- C. The retiring 10-month or 12-month employee will receive: After 10 years up to a maximum of \$10,000.

Accrued Sick Days:		
1-50	\$75 per day	(\$3,750)
51-100	\$80 per day	(\$4,000)
101-125	\$90 per day	(\$2,250)

## **Article 12: PROFESSIONAL DEVELOPMENT**

- A. The Board of Education expects the administrator to continue his/her professional development. The Board agrees to reimburse the administrator for the actual cost of membership in one or more professional organizations, provided that the administrator obtains the prior written approval of the Superintendent. Approval shall be based upon the Superintendent's determination that such membership(s) shall aid the administrator in his/her professional development.
- B. Attendance at professional meetings/conferences at the local, state or national level must be approved by the Superintendent and relevant to the administrator's position. The administrator may attend at most one national meeting/conference per year.
- C. Each unit member shall be eligible for up to \$2,750 in reimbursement under this provision in each year of the contract upon receipt of proof of payment by the Business Office either through voucher or other means of payment.
- D. All items in this article apply to 10-month and 12-month employees.

## **Article 13: TUITION**

- A. The Board agrees to reimburse the administrator for the full tuition costs of graduate course work subject to the following:
  - 1) Any such graduate course work must be approved, in advance, by the Superintendent in writing;
  - 2) The current Rutgers University tuition rate per graduate credit shall be utilized for reimbursement;
  - 3) During each contract year, the administrator shall not exceed the cost of twelve (12) graduate credits;
  - 4) The tuition reimbursement rate shall be adjusted whenever Rutgers University increases its cost per graduate credit;
  - 5) Upon successful completion and documentation of approved course, payment will be made to the employee;
  - 6) The tuition reimbursement year would extend from July 1<sup>st</sup> through June 30<sup>th</sup> of the contract year;
  - 7) The pursuit of more than twelve (12) credits per academic year may be approved by resolution of the Board, based on a prior written recommendation of the superintendent.
- B. All items in this article apply to 10-month and 12-month employees.

## Article 14: INSURANCE AND OTHER BENEFITS

- A. Family health and dental insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education.
- B. The administrators shall be provided pension benefits and voluntary flexible insurance spending program as provided to all professional members of the staff.
- C. For the 2005-06 contract year only, the Board of Education shall reimburse each 12-month administrator \$2000 and each 10-month administrator \$1667 for the cost of the premium for long-term disability insurance. The amount will be prorated for part-time employees and employees hired after the start of a contract year.
- D. For each administrator, the Board of Education will contribute to an approved 457 retirement plan as per the following schedule:

Year	Amount (12-month employees)	Amount (10-month employees)
2005-06	\$3000	\$2500
2006-07	\$5000	\$4167
2007-08	\$5000	\$4167

The amount will be prorated for part-time employees and employees hired after the start of a contract year.

- E. Mileage costs incurred in the performance of an administrator's duties will be reimbursed at the current IRS allowable rate.
- F. For the planning, organization and attendance at overnight class trips and evening events, annual stipends will be paid to the middle school principal and assistant principal, as follows:

Middle School Principal	\$1700 per year
Middle School Assistant Principal	\$1200 per year

## Article 15: SALARY

Refer to salary guides:

- Colts Neck Principals and Directors 2005-2008
- Colts Neck Assistant Principals and 12-month Supervisors 2005-2008
- Colts Neck 10-month Supervisors 2005-2008

**Article 16: DURATION OF CONTRACT**

This contract shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008. The contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

COLTS NECK TOWNSHIP ADMINISTRATORS ASSOCIATION

By \_\_\_\_\_

President

By \_\_\_\_\_

Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By \_\_\_\_\_

President

By \_\_\_\_\_

Secretary

### Colts Neck Principals and Directors 2005 - 2008

Year	2005 - 2006	2006 - 2007	2007 - 2008
<b>Range</b>	<b>93,000 - 120,000</b>	<b>95,000 - 123,519</b>	<b>97,000 - 127,112</b>
<b>Step</b>			
<b>A</b>	93,000	95,000	97,000
<b>B</b>	94,800	97,185	99,275
<b>C</b>	96,600	99,066	101,558
<b>D</b>	98,400	100,947	103,524
<b>E</b>	100,200	102,828	105,490
<b>F</b>	102,000	104,709	107,455
<b>G</b>	103,800	106,590	109,421
<b>H</b>	105,600	108,471	111,387
<b>I</b>	107,400	110,352	113,352
<b>J</b>	109,200	112,233	115,318
<b>K</b>	111,000	114,114	117,283
<b>L</b>	112,800	115,995	119,249
<b>M</b>	114,600	117,876	121,215
<b>N</b>	116,400	119,757	123,180
<b>O</b>	118,200	121,638	125,146
<b>P</b>	120,000	123,519	127,112

<b>CN Assistant Principals and 12 Month Supervisor 2005-2008</b>					
<b>Year</b>	<b>2005 - 2006</b>		<b>2006 - 2007</b>		<b>2007 - 2008</b>
<b>Range</b>	<b>80,000 - 96,000</b>		<b>83,000 - 99,250</b>		<b>83,000 - 100,000</b>
<b>Step</b>					
<b>A</b>	80,000		82,000		84,000
<b>B</b>	81,067		83,600		85,690
<b>C</b>	82,133		84,715		87,362
<b>D</b>	83,200		85,829		88,527
<b>E</b>	84,267		86,944		89,692
<b>F</b>	85,333		88,059		90,856
<b>G</b>	86,400		89,173		92,021
<b>H</b>	87,467		90,288		93,186
<b>I</b>	88,533		91,403		94,351
<b>J</b>	89,600		92,517		95,516
<b>K</b>	90,667		93,632		96,681
<b>L</b>	91,733		94,747		97,845
<b>M</b>	92,800		95,861		99,010
<b>N</b>	93,867		96,976		100,175
<b>O</b>	94,933		98,091		101,340
<b>P</b>	96,000		99,205		102,505

**Colts Neck 10 Month Supervisor 2005 - 2008**

<b>Year</b>	<b>2005 - 2006</b>	<b>2006 - 2007</b>	<b>2007 - 2008</b>
<b>Range</b>	<b>71,464 - 87,467</b>	<b>73,565 - 90,288</b>	<b>75,712 - 93,188</b>
<b>Step</b>			
<b>A</b>	71,464	73,565	75,712
<b>B</b>	72,531	74,680	76,877
<b>C</b>	73,598	75,795	78,041
<b>D</b>	74,665	76,910	79,206
<b>E</b>	75,732	78,025	80,371
<b>F</b>	76,799	79,140	81,536
<b>G</b>	77,866	80,255	82,701
<b>H</b>	78,933	81,370	83,866
<b>I</b>	80,000	82,485	85,032
<b>J</b>	81,067	83,600	86,197
<b>K</b>	82,134	84,715	87,362
<b>L</b>	83,201	85,830	88,527
<b>M</b>	84,268	86,945	89,692
<b>N</b>	85,335	88,060	90,858
<b>O</b>	86,402	89,175	92,023
<b>P</b>	87,469	90,290	93,188