

AGREEMENT BETWEEN

THE

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

PRINCIPALS' ASSOCIATION

AND THE

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

BOARD OF EDUCATION

JULY 1, 2009 TO JUNE 30, 2012

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PREAMBLE

This AGREEMENT is entered into this, July 1, 2009 by the Board of Education of the Freehold Regional High School District, Monmouth County, New Jersey, hereinafter called the "Board", and the Freehold Regional High School District Principals' Association, hereinafter called the "Association".

## **ARTICLE I - RECOGNITION**

The Freehold Regional High School Principals' Association is recognized by the Board of Education as the exclusive representative for collective negotiations concerning terms and conditions of employment, and collective agreements and any questions arising thereunder.

The Freehold Regional High School District Principals' Association is deemed to be the exclusive representative of all principals and assistant principals employed by the Freehold Regional Board of Education, hereinafter designated collectively as "Principals", and specifically excluding all other administrators and employees.

## **ARTICLE II - NEGOTIATION PROCEDURES**

In accordance with provisions of Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, the parties agree to commence collective negotiations on a successor agreement on or about December 1 of the calendar year preceding the calendar year in which this agreement, or any part thereof, expires.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definition

"Grievance" shall mean a complaint by a principal or group of principals of the Freehold Regional High School District that there has been a personal loss, injury, or inconvenience because of an interpretation, application, or violation of policy, agreements, and central administrative decisions affecting him, her or them. A grievance to be considered under this procedure must be initiated by the principal or group of principals within fifteen (15) days when the principal knew or should have known of its occurrence.

### B. Procedures

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved principal to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of this decision rendered at that step.

(b) It is understood that principals shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

(c) At all stages of this procedure, copies of responses will be forwarded simultaneously to the Association.

2. Any principal and his/her representative who have a grievance shall discuss it first with the Superintendent or his designated representative, in an attempt to resolve the matter informally at that level.

3. If the grievance is not settled satisfactorily in five (5) days, it shall be reduced to writing specifying (a) nature of the grievance; (b) nature and extent of injury, loss or inconvenience; (c) result of previous discussions; (d) dissatisfaction with decisions previously rendered; (e) the relief request by the grievant. The written grievance shall be discussed by the Association representative and the Superintendent. The Superintendent shall communicate his/her decision to the principal, in writing, within five (5) school days of receipt of the written grievance.

4. If the grievance is not resolved to the grievant's or Association's satisfaction, the grievant or the Association, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The grievance shall be considered jointly by the Association and the Board, or such subcommittees as either shall designate. The Board shall hold a hearing with the principal and the Association and shall answer such grievance in writing within twenty (20) days of receipt or five (5) school days following the Board of Education's next regular meeting.

5. If the principal is dissatisfied with the decision of the Board, the Association may request the appointment of an arbitrator from the Public Employment Relations Commission. Such request will be made known to the Superintendent no later than twenty (20) work days after the decision of the Board was made known to the employee and the Association.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the current agreement between the parties and any applicable policy by the Board.

The decision and recommendation of the arbitrator shall be advisory only.

Each party will bear its own costs related to a grievance proceeding.

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.

#### **ARTICLE IV - SCHOOL CALENDAR**

The Superintendent shall consult with the Association prior to determining the school calendar.

Building principals and assistant principals are not required to report to work during the Winter Holiday. The name of at least one administrator from each building will be submitted to the Superintendent as the emergency contact person for that building.

This designated person will be able to physically report to the District. The in-school work year shall include the Spring Break(s), and any days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

#### **ARTICLE V - LEAVES OF ABSENCES**

##### A. Sick Leave

Principals shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

##### B. Personal Leave

Principals shall be entitled to (4) personal leave days. Unused personal leave days shall accumulate to sick leave the following year.

##### C. Critical Illness/Death in Family

In the event of a death and/or critical illness in the immediate family, an allowance of up to five (5) days leave shall be granted. "Immediate family" shall be spouse, child, step child, parent (this shall include both natural parents as well as adoptive parent), brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Critical illness is defined as one requiring hospitalization and placement by hospital or medical authorities on the critical illness list, as ascertained and determined by the Superintendent or his/her designee.

##### D. Professional Development

Attendance at all professional workshops, staff trainings, seminars, conventions and conferences must be approved by the Superintendent or designee.

#### **ARTICLE VI - VACATION**

Members of the Association shall be entitled to twenty (20) days vacation per year. Simultaneous vacation time of a principal and assistant principal in the same building shall be granted during the summer months for a period of up to two weeks. Requests for overlapping vacations shall be submitted to the Superintendent in advance of the summer months. Five days (one week) vacation may be used when school is in session provided that such requests are submitted in advance and approved by the Superintendent. A member of this bargaining unit may, due to press of business, with the approval of the Superintendent, carry over up to five (5) days of vacation for one year only. All vacation other than the "carry over" days set forth herein must be taken in the year earned.

#### **ARTICLE VII - ADMINISTRATIVE WORK LOAD**

A. Building administrators shall not be required to be present on school days when instructional staff is excused and classes are suspended due to emergencies (e.g. inclement weather).

B. In the event of a vacancy in the position of principal, assistant principal or supervisor, within 30 calendar days of the vacancy, the Superintendent shall present to the Board for their

consideration, plans or recommendations to handle the increased work load placed upon the remaining building administrator(s) and/or an interim to be appointed.

**ARTICLE VIII - BENEFITS**

A. Principals and Assistant Principals under the conditions set forth herein shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent. Only Principals and Assistant Principals who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond date of completion is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

1. Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.

2. A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.

3. Reimbursement under this Article shall be granted only for graduate level courses.

B. Principals and Assistant Principals retiring from the school

district after a minimum of six (6) years of service in the District, who have accumulated at least seventy-five (75) days of sick leave shall be paid for their unused accumulated sick leave as follows:

\$80.00 per day for up to a maximum of the first 100 days; and \$100.00 per day for the next 100 days up to a maximum of 200 for a total reimbursement not to exceed the amount of \$18,000.

C. Reimbursement for full payment of dues to Principals and Supervisors Association (NJPSA and NAASP).

D. Members of the Association required to use their own automobile in the performance of their duties shall receive a stipend of eight hundred dollars (\$800.00) for mileage.

E. Principals shall receive a stipend of five-hundred dollars (\$500.00) for cell phone usage. Assistant Principals shall receive a stipend of two-hundred and fifty dollars (\$250.00) for cell phone usage.

F. Members of the Association whose employment starts on or after July 1, 2009, including anyone who is promoted into the bargaining unit shall only be eligible to receive the Direct Access health coverage plan.

Upon any eligible employee in the Traditional Plan selecting to change from the Traditional Plan to the Direct Access, a one-time payment shall be made by the Board of Education to the employee in the amount of \$750.00. Further and thereafter, the employee shall not be permitted to re-enter the Traditional Plan.

A. The Superintendent shall establish supervisory procedures which will guarantee a minimum of three (3) written evaluations per year for each non-tenure principal and assistant principal. The first evaluation shall be no later than March 1. Tenure principals and assistant principals shall receive at least one written evaluation per year no later than the statutory date for contract renewal.

B. Evaluation instruments and evaluation criteria will be developed by the Superintendent after a discussion with the Association.

C. An employee has the right to examine his/her file at any reasonable time and may attach comments as a part of the permanent record to any item.

D. Evaluation Procedure

1. Each principal or assistant principal shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. Written evaluations may not be included in the principal's or assistant principal's personnel file without his/her knowledge. He/she shall also receive a copy of each written evaluation.

2. A conference shall be arranged between the Superintendent of Schools and the principal or assistant principal within a reasonable amount of time after the written evaluation has been made. At such time, the principal or assistant principal is entitled to respond to the evaluation and have this response appended to the evaluation report.

E. Any complaints regarding a principal or assistant principal which are used in any matter in evaluating the building administrator shall be promptly investigated and called to the attention of said administrator. The principal or assistant principal shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings regarding such complaint.

#### **ARTICLE X - DEDUCTIONS FROM SALARY**

##### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its principals dues for any one or a combination of associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

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.

B. Local, State, and National Services

The Board agrees to deduct from employee salaries money for local, state, and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations.

C. Tax-Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

**ARTICLE XI - SALARIES**

The salaries of all personnel covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

A. Effective July 1, 2009, salaries, as set forth in the attached Schedule A, for bargaining unit members shall be increased as an administrator as indicated:

1. The payment of longevity as an administrator on a non-cumulative basis as set forth herein:

	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
After 3 years of service	\$3,000	\$3,000	\$3,000
After 5 years of service	\$4,000	\$4,000	\$4,000
After 7 years of service	\$5,000	\$5,000	\$5,000

2. The above increases will be incorporated into the annual percentage as follows:

First year (09-10) of agreement 2.99%

Second year (10-11) of agreement 2.99%

Third year (11-12) of agreement 2.99%

Total of 8.97% increase over the entire agreement

**ARTICLE XII - DURATION OF AGREEMENT**

The agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the respective representatives, all on the day and year first above written.

FREEHOLD REGIONAL  
HIGH SCHOOL DISTRICT  
PRINCIPALS' ASSOCIATION

FREEHOLD REGIONAL  
HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

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DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**SCHEDULE A**

**PRINCIPALS' AND ASSISTANT PRINCIPALS' SALARY GUIDE**

**PRINCIPALS**

<u>STEP</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
0	\$129,132	\$131,638	\$135,051
1	\$132,132	\$134,638	\$138,051
2	\$135,132	\$137,638	\$141,051
3	\$138,132	\$140,638	\$144,051
4	\$141,132	\$143,638	\$147,051
5	\$144,132	\$146,638	\$150,051

**ASSISTANT PRINCIPALS**

<u>STEP</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
0	\$119,132	\$121,638	\$125,051
1	\$122,132	\$124,638	\$128,051
2	\$125,132	\$127,638	\$131,051
3	\$128,132	\$130,638	\$134,051
4	\$131,132	\$133,638	\$137,051
5	\$134,132	\$136,638	\$140,051

<u>DOCTORATE</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
	\$2,500	\$2,500	\$2,500

<u>LONGEVITY</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
After 3 years	\$3,000	\$3,000	\$3,000
After 5 years	\$4,000	\$4,000	\$4,000
After 7 years	\$5,000	\$5,000	\$5,000

September 8, 2009

Mrs. Zina Duerbig  
Howell High School

Re: Agreement 2009 - 2012

Dear Mrs. Duerbig:

Enclosed please find three (3) copies of the agreement. Please sign the three (3) copies of the signature page using the current date and return them to Pat Matthews. She will forward them to the Board for signatures. After all signatures have been completed you will receive one original and enough copies for all your members.

Thank you for your attention to this matter.

Sincerely,

Dr. Suzanne M. Koegler  
Assistant Superintendent/Human Resources

SMK/pcm  
Enc.