

THIS BOOK DOES  
NOT CIRCULATE

THIS AGREEMENT shall be effective as of July 1, 1977, and shall continue in effect until June 30, 1979.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed here March 25, 1977.

COLTS NECK PRINCIPALS ASSOCIATION

By Kenneth H. Meland  
President

By Shirley A. Anderson  
Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By Cynthia Duffport  
President

By Shirley J. Jencil  
Secretary

March 25

6710

MAR 25 1977

## TABLE OF CONTENTS

Recognition .....	1
Grievance Procedure	
Definition .....	2
Procedure .....	2
Implementation .....	3
Arbitration Procedure .....	4
Cost .....	4
Temporary Leaves of Absence .....	5
Extended Leaves of Absence .....	6
Sick Leave .....	6
Administrators' Rights and Benefits .....	7
Attendance at Teachers' Negotiations .....	8
Negotiations Procedure .....	8
Reassignment of Administrators .....	9
Tuition .....	10
Professional Activities .....	11
Deduction from Salary .....	12
Insurance .....	14
Salaries .....	15

RECOGNITION

The Colts Neck Township Board of Education recognizes the Colts Neck Principals Association as the exclusive collective negotiation agent concerning grievances and terms and conditions of employment for principals as required by Chapter 123, Public Laws, 1974.

## GRIEVANCE PROCEDURE

### I. Definition

- A. A "Grievance" shall mean a complaint by a principal of the public school system.
- B. An "aggrieved party" is the person making the complaint.
- C. 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.
- D. A grievance to be considered under this procedure must be initiated by the principal within 30 calendar days of its occurrence.

### II. Procedure

- A. 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 confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any principal having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or at his option, by the Principals Association.
- D. Failure at any level 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 level. Failure at any level of this procedure 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.
- E. It is understood that principals shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations in existence prior to the basis for the grievance being established, without prejudice on the part of either the Board or the principals, until such grievance and any effect thereof shall have been fully determined.

- F. 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.

### III. Implementation

- A. A principal with a grievance shall first discuss it with the superintendent, either directly or through the Principals Association, with the objective of resolving the matter informally.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the principal within five school days, he shall set forth his grievance in writing to the superintendent specifying:
- (a) the nature of the grievance
  - (b) the nature and extent of the injury, loss or inconvenience
  - (c) the interpretation of previous discussion
  - (d) his dissatisfaction with decision previously rendered.

The superintendent shall communicate his decision to the principal in writing within five school days of receipt of the written grievance.

- C. If the grievance is not resolved to the principal's satisfaction, he, no later than three school days after 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 of Schools who shall attach papers only related to the grievance and, within five calendar days, forward the request to the Secretary of the Board of Education. The Board shall review the grievance and shall, at the option of the Board, or the aggrieved party, hold a hearing with the principal and render a decision in writing within thirty calendar days of receipt of the grievance by the Board. The hearing will be held within fourteen calendar days of receipt of the written grievance material by the Board Secretary.
- D. If the employee is dissatisfied with the decision of the Board of Education, the principal or the Principals Association may request the appointment of an arbitrator, such written request to be made known to the Board no later than two weeks after the written decision of the Board was made known to the aggrieved party. If the employee requests that the grievance be submitted to arbitration without the written concurrence of the Principals Association, the principal will accept responsibility for any arbitration expenses which the Principals Association would otherwise bear.

#### IV. Arbitration Procedure

The following procedure will be used to secure the services of an arbitrator:

- A. A request by either party to the grievance may be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- B. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten school days of its receipt, they will request the American Arbitration Association to submit a second roster of names.
- C. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten school days of its receipt, the American Arbitration Association may be requested by either party to the grievance to designate an arbitrator. The arbitrator shall limit himself to the issues of the grievance and shall consider nothing else. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty days of the completion of the arbitrator's hearings.

#### V. Costs

- A. Each party to the grievance will bear the total cost incurred by themselves.
- B. 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.
- C. If time is lost by any principal due to arbitration proceedings, the time lost will be accounted for in accordance with the terms of the section of this contract entitled Temporary Leaves of Absence.

TEMPORARY LEAVES OF ABSENCE

I. During the 1977-78 school year, principals shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

A. Three (3) days leave of absence for personal, legal, business, household or family matter which requires absence during school hours. Application to the superintendent for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

B. Up to two (2) days per school year for observance of religious holidays, where said observance prevents the principal from working on said days.

C. Time necessary for appearances in any legal proceeding connected with the principal's employment or with the school system or in any other legal proceeding if the principal is required by law to attend.

D. Re: Death in the Family

Up to five (5) days at any one time in the event of each death in an employee's family considered by the superintendent to be consistent with the humane purpose of this privilege; but, always to be valid at the death of a family member of the immediate household.

Re: Serious Illness in the Family

Up to a maximum per school year of five (5) days in the event of serious illness, in the employee's family, of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or, at the discretion of the superintendent, any other member of the immediate household; but, the superintendent reserves the right to require a physician's written verification of the illness at his discretion.

E. Up to four (4) man days for officers of the Association to attend conferences and conventions of state and national affiliated organizations.

F. Other leaves of absence with pay may be granted by the Board for good reason.

II. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the principal is entitled.

EXTENDED LEAVES OF ABSENCE

Other leaves of absence may be granted by the Board for good reason.

SICK LEAVE

Each principal shall be allowed twelve (12) days sick leave annually and unused days shall be accumulative.



ADMINISTRATORS' RIGHTS AND BENEFITS

- 19 KAN CA.
- A. Non-tenured principals shall be evaluated at least three times per year by the superintendent. Tenured administrators (principals) shall be evaluated at least once per year by the superintendent. Related management objectives shall be mutually developed by the superintendent and the principals and shall be in effect commencing with the 1977-78 contract. Evaluations shall be made in writing and received by the principals no later than June 15, followed within five (5) days by a conference with the superintendent and an opportunity to disagree or concur with the content of the evaluation verbally and in writing. All such correspondence shall become part of the principal's personnel file.
- B. When a principal is notified to appear before either the superintendent or the Board of Education, or a committee thereof, without notice of reason, he/she shall have the option of appearing at a later mutually convenient time, not to exceed five (5) working days, to respond to the specific matter in question.
- C. The Board will pay a maximum of \$120.00 of the cost for a comprehensive physical examination. This amount is intended to offset all or part of the difference between the cost of the examination not covered by any employee insurance. *Author KAN CA.*

Each principal will be entitled to a physical examination under these conditions once in every three years or sooner at the discretion of the Board. When the examination is at the Board's discretion, all costs for the examination beyond the insurance coverage for the employee will be borne by the Board.

The results of all examinations provided under this clause shall become the confidential property of the Board and employee.

### ATTENDANCE AT TEACHERS' NEGOTIATIONS

At least one principal may attend negotiations between the teachers and the Board of Education in order to advise, confirm, substantiate or defend the administrative position.

A copy of the negotiations agenda shall be made available to the principals prior to each meeting.

### NEGOTIATIONS PROCEDURE

- A. The Colts Neck Board of Education and the Colts Neck Principals Association shall begin negotiations of the successor agreement no later than October 1, 1978.
- B. The principal(s) shall suffer no loss of pay and/or benefits for attendance during working hours at mutually scheduled negotiations meetings between the C.N.P.A. or its representatives and the Board or its representatives.

## REASSIGNMENT OF ADMINISTRATORS

### A. Involuntary Transfer

No principal will be reassigned during the life of this contract to a different position without being granted the opportunity to state his/her opinion on the reassignment to the superintendent and the Board.

No principal's reassignment will be made arbitrarily or capriciously.

### B. Voluntary Transfer

Principalship vacancies shall be advertised in all principals' offices and faculty rooms for at least a period of fifteen (15) calendar days in order to permit application for transfer, reassignment or promotion of present employees.

TUITION

*per year 1/2 credit CS.*

- A. Each principal, regardless of service time in Colts Neck, shall receive up to a total of \$475.00 for the validated costs of tuition for courses approved by the superintendent taken during the year. Reimbursement will be provided by the Board for no more than six credits per semester during the school year and for courses taken during the summer preceding the school year. Additionally, credits taken by the employee in intersession courses, which overlap the beginning or ending dates of regular fall and spring semester courses also taken will be partially reimbursed. In such instances, that portion of the intersession course which does not overlap the semester course will be reimbursed on a per diem rate for those days actually spent in class outside the overlap period.
- B. The dismissal or resignation of a principal shall automatically disqualify the principal from reimbursement for any course taken after the official termination of the contract.
- C. The tuition reimbursement year shall extend from July 1st through June 30th, of the contract year.
- D. Courses approved by the Board of Education and taken on the premises of the Colts Neck school system shall be reimbursed for no more than \$35.00 per credit. Other courses will be reimbursed at the cost incurred.

PROFESSIONAL ACTIVITIES

A. Development

*per year in the CA*

In the aggregate principals shall be reimbursed up to a total of \$600.00 for the validated costs of professional activities, such as attendance at conferences, conventions, seminars and other short-term professional meetings.

B. Participation

*per year in the CA.*

Each principal shall be reimbursed a total of \$80.00 for membership in the N.J.A.E.S.A. with the understanding that this support is given as incentive to maintain membership in an organization whose primary focus is that of professional development as opposed to economic development of its members.

DEDUCTION FROM SALARY

- I. A. The Board agrees to deduct from the salaries of its principals dues for such professional educational associations as said principals individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the New Jersey State Department of Education. Said monies, together with records of any corrections shall be transmitted to the Secretary of the Board of Education who shall disburse such monies to the appropriate association or associations.

- B. Each principal's authorization shall be in writing in the form set forth below:

Authorization

From: Name \_\_\_\_\_ S.S. No. \_\_\_\_\_  
School \_\_\_\_\_

TO: The Secretary of the Colts Neck Township Board of Education

"I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings, in equal monthly payments during the school year, an amount sufficient to provide for the payment of the yearly membership dues, shown below, as certified by the organizations indicated."

"I also agree that upon termination of employment, the Board Secretary shall deduct any remaining amount due for that current school year."

"I furthermore authorize the Board Secretary to distribute the dues deducted as follows:

Colts Neck Principals Association	\$ _____
Monmouth County Education Association	_____
New Jersey Education Association	_____
National Education Association	_____
New Jersey Association of Elementary School Administrators	_____

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Colts Neck Board of Education and all of its officers from any liability thereof."

Signature \_\_\_\_\_ Date \_\_\_\_\_

- C. The Colts Neck Principals Association shall certify to the Board of Education, in writing, the current rates of the aforementioned membership dues.
  - D. Additional authorizations for dues deductions may be received after August 1st under rules established by the New Jersey State Department of Education.
- II. Other deductions from principals' salaries for local, state and/or national association services and programs, as well as the Monmouth-Ocean Teachers Federal Credit Union, may be made, subject to Board approval. The Board Secretary shall promptly transmit the deducted funds to the designated organizations.

## INSURANCE

- A. Health insurance will be paid in full by the Board for all legally eligible employees according to the following schedule:

UNMARRIED EMPLOYEES - Blue Cross, Blue Shield, Major Medical and Rider J for the employee. This coverage DOES include maternity benefits.

MARRIED EMPLOYEES - Blue Cross, Blue Shield, Major Medical and Rider J for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. MATERNITY BENEFITS ARE INCLUDED.

- B. Board agrees to underwrite losses of personal property used in the teaching effort up to \$500.00 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing policy.



SALARIES

For contract year July 1, 1977, to June 30, 1978:

SHIRLEY A. ANDERSON	\$27,401.	
KENNETH H. NOLAND	27,401.	
WILLIAM J. MORRIS	27,401.	(plus \$1,000. differential for C.D.S. assignment)

For contract year July 1, 1978, to June 30, 1979:

SHIRLEY A. ANDERSON	\$28,910.	
KENNETH H. NOLAND	28,910.	
WILLIAM J. MORRIS	28,910.	(plus \$1,000. differential for C.D.S. assignment)

GUIDES RE: CHAP. 364, L. 1973

1977-78	\$20,150. minimum to \$27,500. maximum
1978-79	\$21,300. minimum to \$29,000. maximum