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A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

And

PRINCIPALS ASSOCIATION OF LIVINGSTON

For the Period

From July 1, 1969, to June 30, 1970

W. J. ...
COPIES
COLLATE

THIS AGREEMENT is made and entered into this 27th day of June, Nineteen Hundred and Sixty-nine (1969),

BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board";

AND PRINCIPALS ASSOCIATION OF LIVINGSTON, hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's employees consisting of the following regularly employed certificated personnel whether under contract or on leave employed by the Board: Principals, full-time Vice Principals, Administrative Assistants, Coordinator of Elementary Instruction, Coordinator of High School Instruction, and Director of Special Services. (Unless

forth on Schedule C annexed hereto and made a part hereof.

ARTICLE IV

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE, SABBATICAL LEAVES

Sick leave rights and temporary and extended leaves of absence shall be as provided for on Schedule D annexed hereto and made a part hereof.

Sabbatical leaves shall be administered in accordance with Schedule E annexed hereto and made a part hereof.

ARTICLE V

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations concerning the terms and conditions of employment for the contract which shall succeed this agreement shall commence no later than the week of October 1, 1969, at which time all Association requests to the Board shall be submitted in writing. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent.

The aforesaid negotiations procedure can be modified by mutual agreement of both parties.

SCHEDULE A

SALARY GUIDES PRINCIPALS - Responsibility factors or ratio based on the last twelve (12) steps of equivalent training level of Teachers' Salary Guide 1969-70.

High School - Ratio 1.64

Junior High School - Ratio 1.53

Elementary - Ratio 1.32

Step M	M+16	M+32	Step M	M+16	M+32	Step M	M+16	M+32			
1.	14,268	14,760	15,908	1.	13,311	13,770	14,841	1.	11,484	11,800	12,604
2.	14,924	15,416	16,564	2.	13,923	14,382	15,453	2.	12,012	12,408	13,322
3.	15,580	16,072	17,220	3.	14,535	14,994	16,065	3.	12,540	12,936	13,800
4.	16,236	16,728	17,876	4.	15,147	15,606	16,677	4.	13,068	13,464	14,388
5.	16,892	17,384	18,532	5.	15,759	16,218	17,289	5.	13,596	13,992	14,916
6.	17,548	18,040	19,188	6.	16,371	16,830	17,901	6.	14,124	14,520	15,444
7.	18,204	18,696	19,844	7.	16,983	17,442	18,513	7.	14,652	15,048	15,972
8.	18,860	19,352	20,500	8.	17,595	18,054	19,125	8.	15,180	15,576	16,500
9.	19,516	20,008	21,156	9.	18,207	18,666	19,737	9.	15,708	16,104	17,028
10.	20,172	20,664	21,812	10.	18,819	19,278	20,349	10.	16,236	16,632	17,556
11.	20,828	21,320	22,468	11.	19,431	19,890	20,961	11.	16,764	17,160	18,084
12.	21,484	21,976	23,124	12.	20,043	20,502	21,573	12.	17,292	17,688	18,612

OTHER ADMINISTRATIVE AND SUPERVISORY PERSONNEL - Responsibility factors or ratio based on equivalent step and training level of Teachers' Salary Guide 1969-70.

High School

Vice Principal - 12 month	1.37
Vice Principal - 10 month	1.22
Coordinator of Instruction - 10 month	1.22

Junior High Schools

Vice Principals - 10 month	1.17
Administrative Assistant - 10 month	1.10

Elementary Schools

Coordinator of Instruction - 10 month	1.22
Vice Principal (Non-teaching) - 10 month	1.17

Director of Special Services - 12 month 1.40

Increments - All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

Note: \$800.00 additional salary will be paid for an earned doctorate.

SCHEDULE B

Medical Benefits

Eligibility

All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the board as prescribed by the board, and as provided for each year in the annual school budget.

Where both husband and wife are employed by the board, each shall be entitled to the specified benefit.

Employees contracted for ten or more months each year shall be eligible for twelve months benefit coverage under this policy. Employees contracted for less than a ten month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.

The board agrees to pay for the 1969-70 school year, the cost of Blue Cross-Blue Shield coverage for all employees covered by this contract in accordance with the following: full premium for single coverage, or one-half of the premium for full family plan, or one-half of the premium for any other plan of coverage appropriate to the employee's marital status, such as Husband and Wife or Parent and Child; except in no instance shall such payment by the board be less than the full current premium for coverage by a single contract.

When an employee is covered by Blue Cross-Blue Shield Senior Coverage, the board shall pay for one-half the premium cost of the selected plan of coverage but in no case shall such payment by the board be less than the full cost of the premium for single coverage under Blue Cross-Blue Shield Senior Coverage.

SCHEDULE C (cont.)

or termination on notice of a non-tenure employee's contract.

C. General Principles

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination or reprisal in his employment by reason of such participation.
2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
3. The aggrieved employee shall have the right to be represented at all stages of the procedure, by himself, by an appropriate officer or designee of his employee unit, and/or by counsel. When an employee will be represented, written notice must be given three (3) days in advance.
4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.
5. This policy generally provides for three stages of procedure, and in the case of most employees it will operate at all stages.

SCHEDULE C (cont.)

cedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within 5 working days from the date of the original presentation of the grievance. The said advice may be given either orally or in writing in the discretion of the Stage I superior.

E. Stage II

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools or with the Secretary-Business Administrator in the case of those employees within the jurisdiction of his office. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

The petition to be filed shall contain at least the following:

- A. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.
- B. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
- C. The aggrieved's understanding of the Stage I determination.

SCHEDULE C (cont.)

F. Stage III.

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the board within 10 working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the board. Failure to file a petition to the board within the said 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The board petition to be filed with the Board Secretary shall contain at least the following:

- A. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
- B. The date upon which the aggrieved was informed of the Stage II determination.
- C. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the board.
- D. A description of the action requested to be taken or the relief requested to be granted by or from the board.
- E. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

Promptly after the filing of the board petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared and he

SCHEDULE D

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- a. One day of absence per month of employment contract shall be allowed for personal illness each school year without pay deduction.
- b. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
- c. Absences beyond leave provided for in "a" and "b" will be extended by an additional number of days, equal to the number of days as were accumulated to the end of the previous fiscal year.

Administrative personnel shall be defined for this policy as those members of the staff of the school system whose primary responsibilities are overall organization and management of the school system or the individual schools or both. For the application of this policy, these persons are the superintendent, assistant superintendents, the secretary-business manager, assistant secretary, principals, director of special services, full time vice principals, and full time administrative assistants.

This policy in all its effects shall include the coordinator of elementary instruction and the high school coordinator of instruction.

- d. Payment for absence beyond accumulated days may be taken into consideration by the Board. Regularity of attendance and length of service shall be considered.
- e. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- f. In Workmen's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

II. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III. OTHER ABSENCES

- a. In cases of CRITICAL illness in family requiring employee's presence, absence shall be allowed without deduction. This is to be EMERGENCY only and not extended to personal care of members of employee's family. The period shall be from one to five days at discretion of the Superintendent or the Secretary-Business Administrator, as the case may be.

SCHEDULE E
SABBATICAL LEAVE

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to benefit the general efficiency of the school system.

ELIGIBILITY

Any teacher, administrator, or professional special services personnel who complies with stipulations hereinafter described, may be granted a sabbatical leave of absence upon the recommendation of the Superintendent and with the approval of the Board of Education.

Sabbatical leave shall be understood to include one or more of the following activities: (1) study in an accredited institution of learning; (2) independent research and/or observation of problems connected with the schools or with the professional's area of responsibility; and (3) any other program approved by the Superintendent of Schools and the Board of Education. The board will consider approving a reasonable request for travel if it is educationally oriented and the complete itinerary is presented to be approved by the Superintendent and the Board.

All eligible personnel shall have the privilege of selecting one of the following three plans. Once the individual has selected Plan A or Plan C and has been granted and has begun or has completed his first sabbatical leave of absence, he may not then attempt to switch to Plan B:

Plan A: A sabbatical leave of absence for one (1) year at half ($\frac{1}{2}$) pay after completion of seven (7) or more years of full-time continuous satisfactory service. A subsequent second one (1) year sabbatical leave at half ($\frac{1}{2}$) pay may be requested for approval by the Board, to follow the initial leave after at least seven (7) more years of full-time continuous satisfactory service.

SCHEDULE E (cont.)

NUMBER OF LEAVES AUTHORIZED

Not more than a total of two (2) percent (to the nearest whole number) of the personnel eligible under the various plans hereinbefore stated, may be granted sabbatical leave for the same year. The number of employees eligible for sabbatical leaves under this plan shall be determined as of November 1. In granting such leaves of absence, due consideration shall be given to the reasonable and equitable distribution of the applicants among the different schools and departments. In the event more than two (2) percent of the eligible personnel of the system shall apply, applications for study, independent research and/or problem observation leaves will be given preferential treatment. At all times the needs of the school system as a whole shall be paramount.

APPLICATION FOR LEAVE

Application for sabbatical leave shall be made to the Superintendent on or before November 1 of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following in accordance with the official school calendar.

Applications shall include a formal sabbatical leave request and shall also include a program or itinerary to be followed by the professional during the period of the leave.

As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston school system for a period of at least two (2) years after the expiration of the sabbatical leave.

SALARY

The salary granted to an employee on sabbatical leave shall

SCHEDULE E (cont.)

The report will relate the ideas gained, and subsequent benefits expected therefrom, and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.