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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
Between The
BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD
and
SPRINGFIELD PRINCIPALS' ASSOCIATION
1971-1972

PREAMBLE

WITNESSETH THAT:

WHEREAS, the Board of Education and its entire staff are dedicated to the important task of providing the best possible education for the children in its district; and

WHEREAS, satisfactory fulfillment of this responsibility required a climate of mutual trust and dependability on the part of both the Board and its staff; and

WHEREAS, the parties hereto recognize that it is important for the Board and its staff to work together cooperatively, each within his respective sphere, as the guardian of the public trust reposed in them respectively

AGREEMENT

THIS AGREEMENT made this 8th day of November
Nineteen Hundred and Seventy One (1971),

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD,
IN THE COUNTY OF UNION,
hereinafter sometimes referred to as the "Board"

AND

SPRINGFIELD PRINCIPALS' ASSOCIATION,
hereinafter sometimes referred to as the "Association"

ARTICLE I

RECOGNITION

- A. In accordance with the provisions of the New Jersey Employer - Employee Relations Act, the Board of Education recognizes the Springfield Principals' Association for the purpose of professional negotiations as the exclusive representative for the following:
1. All certificated Principals and Assistant Principals, under contract with the Board.
- B. It is further understood that the following certificated personnel are specifically excluded from this recognition:
1. Superintendent
 2. Assistant Superintendent
 3. Director of Special Services
 4. Members and Associate Members of the Springfield Teachers' Association
- C. The within recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution and is adopted with the thought that the continued improvement of education in Springfield may best be obtained in a climate of mutual trust and understanding.

ARTICLE II

GRIEVANCE PROCEDURES

INDIVIDUAL GRIEVANCE PROCEDURE

The Board of Education, the Superintendent of Schools and all school personnel in Springfield have as the common goal the development and maintenance of the best possible educational program. This goal can only be achieved when there exists an atmosphere of cooperation, mutual respect and good faith. It is recognized, however, that in any organization involving employer-employee relations misunderstandings and disagreements may occasionally arise. To the end of providing an orderly procedure for settling these disagreements, where informal or verbal resolution has been found impossible, the following grievance procedure is established and must be followed in the prescribed sequential steps.

1. Any Principal or Assistant Principal who has a grievance shall discuss said grievance with the Superintendent or his designated representative in an attempt to resolve the matter informally at that level.

A grievance to be considered under this procedure must be initiated by the Principal or Assistant Principal within 30 calendar days of its occurrence or within 30 calendar days after the employee would reasonably be expected to know of its occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the Principal or Assistant Principal within five school days, he may set forth his complaint

in writing to the Superintendent or his designee. The Superintendent shall communicate his decision to the Principal or Assistant Principal in writing within five school days after receipt of a written complaint.

3. If the grievance is not settled after reaching the Superintendent of Schools, the Principal or Assistant Principal may appeal in writing to the Superintendent of Schools that he present the grievance to the Board of Education. The Board of Education will review the proceedings and within four weeks after the date of the notice of appeal hold a hearing to review the matter. Any aggrieved person may be represented at this stage of the grievance procedure by himself, or, at his option by representation selected or approved by the Association. When a Principal or Assistant Principal is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board of Education shall render the decision on the appeal within one month after the hearing.
4. If the aggrieved person is not satisfied with the decision of the Board of Education, or if no decision has been rendered within the time limit allowed, the grievant or the appropriate committee of the Springfield Principals' Association may request the appointment of a mutually acceptable mediator, such request to be made known to the Superintendent of Schools no later than 10 school days after the decision in writing of the Board of Education is received. If within 30 days there has

been a failure to agree on a mutually acceptable mediator, the issue of determining a mediator shall be submitted to the American Arbitration Association. The mediator selected shall confer with the representatives of the Board of Education and the aggrieved person and/or his representatives in an attempt to resolve the issue. During this time the mediator shall be free to offer suggestions and opinions concerning ways to resolve the dispute. The procedure and time period shall be established by the mediator but shall not exceed 20 days. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expense shall be paid by the party incurring the same. During all steps of the grievance procedure the Principal or Assistant Principal shall continue to work under the direction of the Superintendent and Assistant Superintendent until such grievance is ultimately determined.

GROUP GRIEVANCE PROCEDURE

Procedure for group grievance shall be the same as procedures for individual grievance.

ARTICLE III
SABBATICAL LEAVE

The policy of sabbatical leave is a plan designed to help maintain and improve the quality and efficiency of instructional service to the children of the Springfield Public Schools. This privilege is granted to Principals and Assistant Principals in order that they may extend their professional competence and thus better serve the school district.

Since the policy for sabbatical leave is solely to promote the more efficient conduct of the schools, no application for such leave shall be recommended by the Superintendent or approved by the Board of Education unless after considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

- A. Any Principal, or Assistant Principal, who has completed 7 or more years of continuous satisfactory service in the Springfield Public Schools consisting of 1 year's credit for each year of administration and 1 year's credit for each 3 years of teaching may, on the recommendation of the Superintendent and the approval of the Board, be granted a leave of absence for one year for the purpose of professional improvement through study and research. Such study shall be directly connected with his or her work in the school system.

- B. During the sabbatical year the Principal, or Assistant Principal, shall continue in the status of a member of the staff of the Springfield Board of Education on leave of absence and shall receive in lieu of salary a sum equal to two-thirds of the salary to which the person would otherwise be entitled if not on leave less such regular deductions for Government income tax, teachers pension and

annuity fund and other deductions as required by law or that are customary in the District. Said sum shall be paid in installments in accordance with the general time schedule for payment of salaries to Principals and Assistant Principals in the regular employ of the school system.

- C. A preliminary application for sabbatical leave shall be made prior to December 15 of the school year previous to the year for which the leave of absence is desired. The purpose, date of the application and length of service will be factors in determining the number of grants within the budgetary limits for that year. The final application must be submitted by February 15. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools. The Board of Education shall give notice of the approval or rejection of the application for sabbatical leave no later than April 1 of the year previous to the school year for which the leave is requested. The Principal's or Assistant Principal's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.
- D. As a condition of sabbatical leave, the Principal, or Assistant Principal shall agree that if he does not continue in service for two years after expiration of the leave of absence he shall be required to repay to the Board a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the subsequent two years of service bears to the full two years, unless such employee is incapacitated, has been discharged without cause, or has been released by the Board

from this obligation.

- E. During any sabbatical leave, the Principal, or Assistant Principal, shall agree not to engage in any employment for remuneration without approval of the Superintendent and shall devote the major portion of his or her time and effort toward the purpose of the grant.
- F. No more than one (1) Principal, or Assistant Principal, shall be granted sabbatical leave during any given academic year.
- G. A Principal, or Assistant Principal, on sabbatical leave shall notify the Superintendent in writing on or before March 1 of that year of his or her intention to return to duty. Failure to give such notification on the part of the Principal, or Assistant Principal on leave will be interpreted as an indication that such Principal, or Assistant Principal does not wish to return to the employ of the Board. Any Principal, or Assistant Principal on sabbatical leave shall present a written report to the Superintendent covering the studies engaged in while on sabbatical leave and the benefits anticipated therefrom. Such report is due prior to August 1 but in no event later than 2 months after the completion of the sabbatical program.
- H. Upon satisfactory completion of the sabbatical leave, the Principal, or Assistant Principal will be returned to service at a salary on the same basis as if he had rendered continued and satisfactory service in the school system during the interim.
- I. If the Superintendent has reason to believe that a Principal, or Assistant Principal on sabbatical leave is not fulfilling the pur-

pose for which the leave of absence was granted, he shall report this fact to the Board. The Board may eliminate the leave of absence for non-fulfillment of purpose after giving the Principal, or Assistant Principal involved the opportunity of a hearing.

- J. If a Principal, or Assistant Principal on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

- K. A Principal, or Assistant Principal shall not be eligible for another sabbatical leave until he has had seven additional consecutive school years of service in the Springfield District.

ARTICLE IV

OTHER EMPLOYMENT CONSIDERATIONS

Considerations of employment, including but not limited to leaves and insurance protection, granted to teachers and other certificated personnel shall be applicable to all Principals and Assistant Principals.

ARTICLE V

CONTRACTS

- A. That all Principal's and Assistant Principal's contracts shall be issued at the same time as teachers and other certificated personnel contracts or by June 1, 1972 whichever is earliest.

ARTICLE VII
SUCCESSOR AGREEMENT

The Board and the Association agree to commence collective negotiations regarding a successor agreement no later than October 15, 1971 by which time all proposals must be submitted. Both parties agree to meet at reasonable times and to negotiate in good faith.

1. Representatives of both the Board and the Association agree that their members shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.
2. All collective negotiations shall end on January 1, but may be mutually extended for 15 days.

ARTICLE VIII

DURATION

This agreement shall be effective September 1, 1971 and shall continue in effect until June 30, 1972 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST:

BOARD OF EDUCATION OF THE
TOWNSHIP OF SPRINGFIELD
COUNTY OF UNION

Richard S. Rubin by: Charles A. Clark
Secretary President

ATTEST:

SPRINGFIELD PRINCIPALS' ASSOCIATION

Elizabeth M. Powers by: William C. Fallon
Secretary President