

Agreement Between the

Commercial Township Board of Education

and the

Commercial Township Principals' Association

July 1, 1995 through June 30, 1998

Page #1

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Preamble

Agreement, between the Commercial Township Principals' Association and the Board of Education of The Commercial Township Public School District In the County of Cumberland:

Witnesseth

Whereas, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees to the Board, the parties hereto, pursuant to Chapter 123, Laws of 1974, mutually agree as follows:

Article I - Recognition

The Board hereby recognizes the Commercial Township Principals' Association as the exclusive majority representative for all full time, fully certified, professional employees of the Commercial Township Board of Education whose primary job function is within the scope of the Principals' Job Description.

ARTICLE II - Principal and Board Rights

A Principal Rights:

1. Pursuant to Chapter 123, Public Laws of 1974, Principals shall have the right to organize and support the Association and its designee affiliates.
2. No Principal shall be discriminated against because of membership, or lack thereof, in the Association.
3. Principal's shall have the right to periodically review their personnel files as maintained by the Board. The Board agrees to make all files, pertaining to the individual, available upon request. The Principal shall be informed as to the number and location of his or her files upon request by the specific Principal or Principals' Association Representative.
4. Appointments should be made with the Superintendent's office, at least two (2) days in advance for reviewing files. Such appointments shall be so scheduled unless the Superintendent has a specific reason why a longer period of time is appropriate. In such case, reason for delay shall be given and specific time set.
5. If derogatory material is claimed by a Principal to be present in his/her file, that Principal will be permitted to respond to such materials and such response will be included in that Principal's file.
6. Any reprimand of a Principal by the Board or any agent thereof shall be conducted in private between the Board, a committee thereof, the Board's agent or agents and the Principal or Principals involved.

7. Any change in Board or Administrative Policy which impacts on employees' terms or conditions of employment shall be submitted in writing to the President of the Principals' Association prior to inclusion into Administrative Policy.

8. **Board of Education Rights:**

1. The Board, on its own behalf and on behalf of the employees of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:
 - a. To the executive management and administrative control of the school system and its properties and facilities, and in school activities of its employees;
 - b. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
2. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any National or State laws or regulations as they pertain to education.

ARTICLE III - Grievance Procedure

A. Definitions

1. A "grievance" is a claim by a Principal or the Principals' Association based upon the interpretation, application, or violation of this Agreement, policies or Board decisions affecting a Principal or group of Principals.

An "aggrieved person" is the person or persons making the claim.

2. A grievance to be considered, must be *initiated* by the Principal within ten (10) working days of the time of its occurrence.

B. Purpose

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 a Principal. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. 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. 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. The time limits specified may, however, be extended by mutual agreement.
2. The aggrieved Principal may elect to have a representative of his/her choice present for assistance during the grievance proceedings.

3. All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants. All communications related to grievances shall be in writing.
4. The Steps of the Grievance Procedure are stated in LEVELS:

Level One

An employee (Principal) who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve it informally. All grievances must be filed within ten (10) working days of their occurrence.

Level Two

If the aggrieved employee (Principal) is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, he may file the grievance in writing to the Superintendent. The Superintendent shall communicate his decision to the Principal *in writing*, with reasons, within six (6) school days of his receipt of the *written* grievance from the Principal.

Level Three

If the aggrieved employee (Principal) does not accept the decision rendered at *Level Two*, he/she shall have the right to appeal the decision rendered. Within six (6) school days after receipt of the Superintendent's decision, the Principal may request a review by the Board of Education.

The request shall be submitted, in writing, through the Superintendent of schools, who shall attach all related papers and forward the request within six (6) working days to the Board of Education.

The Board shall review the grievance and shall hold a hearing with the Principal within thirty-five (35) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the employee, whichever comes later.

Level Four

The Board shall communicate its decision in writing to the Principal through the Superintendent of Schools, within fifteen (15) calendar days after the hearing of the Board of Education.

Level Five

If the grievant is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within thirty-five () calendar days after the grievance was delivered to the Board, he may within seven (7) calendar days, request in writing that the President of the Commercial Township Principal's Association submit the grievance for arbitration.

The Commercial Township Principal's Association must determine that the grievance is meritorious before it shall be considered for submission to arbitration.

The Arbitrator shall confine himself to the issue presented under this agreement, and after presentation of the grievance in a hearing shall render his decision in writing to both parties within thirty (30) calendar days.

Only the cost of the Arbitrator and his necessary expenses shall be borne equally by the Board and the Association. The decision of the Arbitrator will be binding upon both parties.

ARTICLE IV - Leave Accumulation/Policy

A Leave Policy

1. Upon retirement a Principal who has been in the district for a minimum of ten (10) continuous years prior to retirement shall be reimbursed at fifty percent of his/her final year daily salary for all unused accumulated sick leave. A Principal considering retirement must advise the Superintendent in writing no later than November 1st of the year prior to retirement. Failure to advise by that date will delay payment until the second year after retirement. The method and date of payment shall be mutually determined by the retiree and the Board of Education.
2. A Board approved leave or leave for military service shall not constitute a break in service. However, the employee shall return to service at the next step from which he/she left.

ARTICLE V -Principal Employment

- A. Each Principal shall continue to be placed on the proper step of the contract salary schedule.
- B. Credit will be given for previous Supervisory/Principal Experience as per Board practice.
- C. Additional credit not to exceed four (4) years for military experience.
- D. Any holder of a permanent certificate applicable to his position who successfully earns up to nine (9) graduate credits, beneficial to the school system and with prior approval of the Chief School Administrator,

shall receive the actual cost for tuition and other charges, excluding the cost of textbooks, upon returning to employment in the Commercial Township Schools the following September. The cost for tuition shall be equal to the cost per credit at Rowan College of New Jersey.

- E. Principals will be re-imbursed \$300.00 per year for miscellaneous travel expenses. Payment will be made twice per year; December and June.
- F. Principals will be re-imbursed for expenses occurred in order to obtain a "bus driver's license".
- G. Professional Conferences. Principals will be permitted to participate in two (2) Professional Conferences annually with prior approval of the Chief School Administrator. The Board of Education will pay for all expenses in order for the Principal to attend the conference. (Registration, hotel expenses, transportation expenses and food expenses).
- H. Principals will be re-imbursed for their membership in Professional Organizations.
1. National Association of Elementary School Principals;
 2. New Jersey Principal's & Supervisors Association;
 3. National Association of Curriculum and Development;
 4. New Jersey Association of Curriculum and Development.
- I. Principals will be entitled to four (4) weeks vacation annually. Vacation days may be accumulated, up to 40 days. Upon leaving the district the Principal will be reimbursed for all unused vacation days, up to 40 days, at the final year daily salary rate. (March 10, 1981, item #3)
- J. New agreement inserted here.

ARTICLE VI - Leave of Absence Policy

- A. **Personal Illness** - personal illness, injury, medical exclusion, or extensive physical examination and treatment; twelve (12) days annual leave with unlimited accumulation of unused leave.
- B. **Death In the Immediate Family** - immediate family defined as mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any member of the immediate house-hold; five (5) days leave.
- C. **Serious Illness In The Immediate Family** - Immediate family defined as in item B; three (3) days leave with prior approval of the Chief School Administrator.
- D. **Death of Other Relative or Close Friend** - One (1) day leave.
- E. **Community Service Days**. Members of the Principals' Association will be permitted to leave the district with the approval of the Superintendent, to attend community functions that enhance the image of the school district. For example, membership in the Kiwanis Club, Boy Scouts of America, or other service oriented organization.
- F. **Personal Days** - emergency of a personal nature, recognition of a religious holiday, court subpoena(s), marriage of teacher or member of immediate family, urgent personal business which cannot be handled outside of school hours or other urgent emergency; three (3) days leave with prior approval of the Chief School Administrator.

Three (3) unused personal days per year may be accumulated as sick leave for succeeding years.

- G. Items B through E are of a "when occurring" nature they cannot be cumulative.
- H. Principals may apply for professional days. Those requested may be granted at the discretion of the Superintendent.

ARTICLE VII - Insurance Coverage

- A. **Medical Plan** - The Board of Education shall provide family coverage of the 1420 series, Blue Cross/Blue Shield with rider "J" and Major Medical.
- B. **Prescription Plan** - the Board of Education shall provide a prescription program for each member covered under this agreement. This plan shall include a co-payment clause which requires that a member pay \$5.00 for each prescription of each prescription re fill dispensed by a participating pharmacy, and the program covers the remainder of the prescription cost.

This program, covered by the Blue Cross of New Jersey, shall insure payment for the husband and wife and for unmarried dependent children who have not reached the age of 23. (A booklet describing the benefits under this program shall be provided by Blue Cross of New Jersey.)

- C. **Dental Plan** - The Board of Education shall provide employees and eligible dependents with Delta III-A dental insurance.
- D. **Washington National Insurance** - The Board of Education shall provide Washington National Income Insurance at Class-V.

ARTICLE VIII - Association Rights

- A. The Board agrees to provide for the Association, in its response to reasonable request from time to time, to public information, which is necessary for the Association to engage in collective negotiations and/or processing of grievances.
- B. The Association may be permitted to use school buildings for meetings.
- C. The Association shall be permitted to use school mail boxes.
- D. The Board will provide the Association President with copies of any changes in policy.

ARTICLE IX - Salary

- A. The Board of Education shall provide salary increases as follows based upon the district's Principals' salary guide:

1995-96	-	7%
1996-97	-	7%
1997-98	-	7%

- B. Salary guides will be prepared by the Superintendent and President of the Principal's Association at the conclusion/agreement of the contract. The Salaries for 1995-96 will be as provided by Schedule A; salaries for 1996-97 will be as provided in Schedule B; and salaries for 1997-98 will be as provided in Schedule C.

- C. For any Principal whose employment begins after the signing of this contract, their initial placement on the adopted salary guide shall be by mutual agreement between the Principal and the Board. That initial placement shall control future advancement for the new Principal.

ARTICLE X

- A. **Work Year.** The work year for Principals shall be based on a the twelve (12) month calendar adopted by the Board of Education.
- B. **Work Day.** The work day for Principals will be from 8:15 a.m. to 4:00 p.m. Principals will receive a duty free lunch period as per statute. The daily hours may be changed by the Superintendent, such as summer hours, other early dismissals or other special circumstances.
- C. On days when a Principal's attendance is required for evening activities the work day will end after all staff/students have left the building.

ARTICLE XI

- A. If any portion of this agreement is found to be contrary to law, then such portion shall be without effect, but all other portions of this agreement shall continue in effect.
- B. This agreement shall not be reopened except by mutual consent of the Board of Education and the Commercial Township Principals' Association.

PRINCIPALS' SALARY GUIDE

SCHEDULE A

1995-1996

<u>STEP</u>	<u>Elementary</u>	<u>Middle School</u>
1	\$46,231.	\$47,231.
2	\$47,431.	\$48,431.
3	\$48,631.	\$49,631.
4	\$49,831.	\$50,831.
5	\$51,031.	\$52,031.
6	\$52,231.	\$53,231.
7	\$53,431.	\$54,431.
8	\$54,631.	\$55,631.
9	\$55,831.	\$56,831.
10	\$57,031.	\$58,031.
11	\$58,231.	\$59,231.
12	\$59,431.	\$60,431.
13	\$60,631.	\$61,631.
14	\$61,831.	\$62,831.
15	\$63,031.	\$64,031.
16	\$64,231.	\$65,231.
17	\$65,431.	\$66,431.

PRINCIPALS' SALARY GUIDE

SCHEDULE B

1996-1997

<u>STEP</u>	<u>Elementary</u>	<u>Middle School</u>
1	\$49,023.	\$50,023.
2	\$50,223.	\$51,223.
3	\$51,423.	\$52,423.
4	\$52,623.	\$53,623.
5	\$53,823.	\$54,823.
6	\$55,023.	\$56,023.
7	\$56,223.	\$57,223.
8	\$57,423.	\$58,423.
9	\$58,623.	\$59,623.
10	\$59,823.	\$60,823.
11	\$61,023.	\$62,023.
12	\$62,223.	\$63,223.
13	\$63,423.	\$64,423.
14	\$64,623.	\$65,623.
15	\$65,823.	\$66,823.
16	\$67,023.	\$68,023.
17	\$68,223.	\$69,223.

PRINCIPALS' SALARY GUIDE

SCHEDULE C

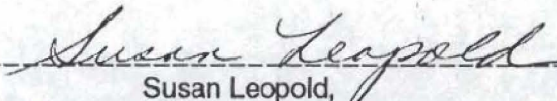
1997-1998

<u>STEP</u>	<u>Elementary</u>	<u>Middle School</u>
1	\$52,095.	\$53,095.
2	\$53,295.	\$54,295.
3	\$54,495.	\$55,495.
4	\$55,695.	\$56,695.
5	\$56,895.	\$57,895.
6	\$58,095.	\$59,095.
7	\$59,295.	\$60,295.
8	\$60,495.	\$61,495.
9	\$61,695.	\$62,695.
10	\$62,895.	\$63,895.
11	\$64,095.	\$65,095.
12	\$65,295.	\$66,295.
13	\$66,495.	\$67,495.
14	\$67,695.	\$68,695.
15	\$68,895.	\$69,895.
16	\$70,095.	\$71,095.
17	\$71,295.	\$72,295.

ARTICLE XII

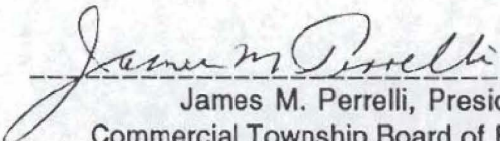
This agreement shall commence effective July 1, 1995 and continue into effect through
June 30, 1998.

For The Association:

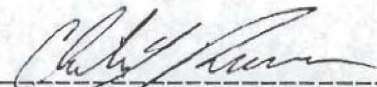


Susan Leopold,
Commercial Township Principal's Association

For the Board of Education:



James M. Perrelli, President
Commercial Township Board of Education



Attest: Christopher J. Russo

Dated: 5-7-96