

A G R E E M E N T

BETWEEN THE

PRINCIPALS' ASSOCIATION OF THE
CALDWELL-WEST CALDWELL PUBLIC SCHOOLS

AND THE

BOARD OF EDUCATION CALDWELL-WEST CALDWELL
THE COUNTY OF ESSEX, NEW JERSEY

FOR THE SCHOOL YEAR

1992-93

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BY AND BETWEEN

The Board of Education of the Caldwell-West Caldwell Schools, Essex County, New Jersey, Hereinafter referred to as the "Board";

The Principals' Association of the Caldwell-West Caldwell Public Schools, West Caldwell, New Jersey, Hereinafter referred to as 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 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 Association being the recognized majority representative of the unit of the Board's employees consisting of the following regularly employed certificated personnel under contract or on leave employed by the Board:

PRINCIPALS

VICE PRINCIPALS

(Unless otherwise indicated, as used herein the term "Principal" shall refer to all employees covered in the described unit as above defined.)

Now, therefore, it is mutually agreed between the Board and the Association as follows:

**ARTICLE I
RECOGNITION**

The Board of Education recognizes the Association as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment of certificated personnel under contract either working in the position or on leave but limited to:

PRINCIPALS

VICE PRINCIPALS

**ARTICLE II
HOSPITALIZATION-MEDICAL/SURGICAL, MAJOR MEDICAL**

The Board of Education agrees to pay full cost for both the member and dependents' share of hospitalization-medical/surgical and major medical programs.

It is agreed that any increase in life, health or dental insurance benefits awarded to members of the Caldwell-West Caldwell Education Association during the term of this contract shall be received by Principals.

Each member of the Association shall be reimbursed for all reasonable costs of an annual physical examination not covered by the district's hospitalization-medical/surgical and major medical programs.

**ARTICLE III
SALARY**

- A. The Salaries of all Principals covered by the Agreement are set forth in the Principals' Salary Guide which is attached hereto and made a part of this contract.
- B. A principal with an earned Doctorate shall receive an additional \$1,500 per year.

<u>NAME</u>	<u>POSITION</u>
Joseph Jacangelo	High School Principal
Richard Schenk	Middle School Principal
Paul Petruzzi	Secondary Vice Principal
Sarah Van Gunten	Secondary Vice Principal
Frank DiSessa	Elementary Principal (2)
Frank Gambelli	Elementary Principal (1)
Nancy Graham	Elementary Principal (3)
Ralph Hendrickson	Elementary Principal (2)

PRINCIPALS' SALARY GUIDE

EFFECTIVE JULY 1, 1992

<u>POSITION</u>	<u>SALARY 1992-93</u>
High School Principal	94,100
Middle School Principal	80,019
High School Vice Principal	73,650
Elementary Principal	89,389 (1)
Elementary Principal	79,419 (2)
Elementary Principal	74,101 (3)

**ARTICLE IV
APPEAL PROCEDURE**

A. PURPOSE

1. To establish the procedure by which persons represented by the Principals' Association of the Caldwell-West Caldwell Public Schools (hereinafter referred to as Principals) may appeal the interpretation, application, or alleged violation of policies, agreements, or administrative decisions affecting them.
2. To secure, at the lowest possible organizational level, equitable solutions to the problems which may arise affecting the terms and conditions of employment of Principals.

B. PROCEDURE

1. The processing of an appeal is to be as informal and confidential at each level of this procedure as may be appropriate. Each Principal shall have the right to make an appeal in accordance with this procedure informally with any appropriate member of the administration and have the matter adjusted without intervention of the Association, provided the adjustment is not inconsistent with agreements between the Board and the Association or established policy affecting the terms and conditions of employment of Principals.
2. In the event that a matter being appealed is not resolved to the satisfaction of the Principal making the appeal at the informal level, said Principal may request representation by the Association in which case the Association may, within ten (10) school days of having been informed of the matter being appealed, submit the appeal, in writing, to the Superintendent of Schools who shall be requested to meet with the Principal who initiated the appeal and the Association representative to attempt to arrive at a mutually satisfactory solution.
3. The Superintendent shall, within ten (10) school days after meeting with the Principal and the Association representative, render a written decision to the Principal who initiated the appeal and to the Association.
4. In the event that the matter in dispute pertains to established Board policy or to matters of agreement between the Board and the Association and should the Principal who initiated the appeal be unsatisfied by the decision of the Superintendent, the Association may, within ten (10) school days after the written decision of the Superintendent has been rendered, appeal the matter to the Board of Education.

APPEAL PROCEDURE - CONTINUED

5. Within fifteen (15) school days after receipt of written notice of appeal from the Association, a committee of the Board shall meet with the parties involved in the unresolved matter in dispute for the purpose of hearing the appeal and reviewing the decisions rendered on the matter.
6. Within ten (10) school days after the meeting described in section 5 above or within ten (10) school days after any formal meeting of the Board which may be required in the case of appeal, the Board shall render a written decision to the Principal initiating the appeal with a copy to the Association.
7. Should both the Board and the Association be willing, appeals to the Board made in accordance with this procedure may be presented to a neutral party agreeable to both parties for purposes of attempting to obtain settlement by the parties. Decisions or recommendations made by the neutral party shall not be binding on either the Board or the Association. The fees and expenses of this neutral party will be shared equally by the Board and the Association.

**ARTICLE V
MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to diminish or remove from the Board the authority vested in it by the New Jersey Statutes Title 18A.

**ARTICLE VI
PERSONAL ILLNESS**

- A. Each employee covered by this Agreement shall be allowed 12 days (for 10 month employees) and 14 days (for 12 month employees) absence in any school year for personal illness without deduction of pay commencing with the school year 1992-93. The number of unused days in any year shall accumulate from year to year, so long as employment is continuous.

Upon request filed three school days in advance on the prescribed application form (emergencies excepted), a maximum of two days in any one school year of unused sick leave entitlement may be granted by the Superintendent without deduction of pay to any employee covered by this Agreement for personal matters that are of such pressing and immediate importance that they cannot be performed after employment hours. Confidentiality of reasons for such request will be respected if the form processed so indicates that the Principal wishes the reason to remain confidential.

PERSONAL ILLNESS - CONTINUED

- B. The purpose of personal illness benefits is solely to provide relief in case of personal sickness, personal accident and quarantine.
- C. The Superintendent of Schools or Secretary-Business Administrator may request certification by a properly licensed doctor for consecutive illness, if absence exceeds five days or more.
- D. Principals will be notified on or about September 14, 1992 of their accumulated personal illness days, which notification shall include the personal illness days allowed for the 1992-93 school year.

**ARTICLE VII
DEATH IN THE IMMEDIATE FAMILY**

An absence, not to exceed five working days in each instance, shall be allowed without loss of pay by the Superintendent in case of death in the immediate family. In general, immediate family shall be defined as mother, father, wife, husband, son, daughter, brother, sister or a member of the employee's household, and such other person as may have a close family relationship to the employee and is approved by the Superintendent as falling within this category.

**ARTICLE VIII
LEAVE OF ABSENCE WITH OR WITHOUT PAY**

- A. A Principal may apply for a leave of absence with or without pay. The leave shall be granted only by the Board of Education. The leave will be considered only upon a written application to the Superintendent of Schools setting forth the reasons for which the leave is sought. When an application for a leave is filed, the Superintendent of Schools will promptly submit a recommendation to the Board of Education approving or disapproving the application and setting forth:

LEAVE OF ABSENCE WITH OR WITHOUT PAY - CONTINUED

- (1) The results of his investigation of the facts set forth in the application;
 - (2) The number of other members of the school staff on leave;
 - (3) The reasons for his approval or disapproval of the application and a copy of these reasons forwarded to the applicant;
 - (4) Whether the leave is to be with or without pay.
- B. All benefits to which a Principal was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

**ARTICLE IX
SABBATICAL LEAVE**

A Principal may apply for a sabbatical leave of absence for a full contract year or half a contract year. Sabbatical leave may be granted to one Principal at any one time. If granted for a full year, the applicant will receive one-half of his yearly contract salary. If granted for a half-year, the applicant will receive one-quarter of his yearly contract salary while on leave. Upon returning to duty for the remaining one-half year, he/she will receive one-half of his yearly contract salary paid in semi-monthly installments. Leave shall be granted only by the Board of Education.

Sabbatical leave may be granted for the purpose of study, travel or educational activities that will enhance the professional improvement of the Principal and benefit the school system.

Leave will be considered only upon written application to the Board of Education and Superintendent of Schools setting forth the reasons for which the leave is sought, and the use to which the leave is to be put. The applicant for leave shall agree in the application (a) to submit a written report upon termination of the leave showing the educational activities in which the applicant participated and their relationship to the work of the schools; (b) to render two years of service to the school system after completion of leave, unless prevented by illness or excused by the Board of Education.

Such a leave of absence shall in no way be considered a termination or breach of contract of continuous employment. All tenure rights belonging to the applicant at the time the application is approved shall be retained, and the period of such leave shall be continued as regular service for purpose of retirement. Contributions to the New Jersey Pension and Annuity Fund shall be continued by the Board of Education and the appropriate amount deducted from the salary due the applicant. A staff member on sabbatical leave of absence shall be eligible for the normal salary increment upon the presentation of adequate written reports at the end of the leave.

**ARTICLE X
MATERNITY LEAVE**

- A. When a Principal shall become aware of pregnancy, she shall then so notify the Superintendent of Schools. Arrangements will then be made for the Principal's leave of absence.

A maternity leave of absence shall begin and be for a period of time designated by the Superintendent of Schools in consultation with the Principal and with the written approval of the Principal's physician.

Any Principal who has been granted a maternity leave shall, before she is permitted to return to active duty, undergo examination by a physician of her choice certifying that she is able to perform her duties in a proper manner, which certification shall be forwarded to the Board of Education physician to review. Following any difference of medical opinion between the Board physician and the Principal's physician, the two physicians shall mutually select a third physician, who shall review and decide the matter.

- B. Any female Principal adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements of the adoption.
- C. A male employee may be granted one day's absence, with pay at the time his wife gives birth to a child, or a child is adopted.

**ARTICLE XI
PROFESSIONAL BENEFITS**

Each member of the Association will receive an allowance of \$300 per year to be used for expenses incurred while performing their professional responsibilities for the Board of Education.

**ARTICLE XII
ABSENCE OF PERSONNEL**

All employees of the Caldwell-West Caldwell School District are expected to report on time for work on every work day designated by the official school calendar. All personnel are expected to notify the proper person or persons as soon as it is known that they will be absent from or late to their designated duties.

**ARTICLE XIII
PERSONNEL RECORDS**

A Principal shall have the right, upon request, to see the contents of his personnel file. A Principal shall be entitled to have a representative of the Association accompany him/her during such review.

**ARTICLE XIV
TUITION REIMBURSEMENT**

The Board of Education agrees to reimburse Principals for tuition costs for courses taken up to a maximum of the negotiated contract for the school year 1992-93. All courses must be approved by the Superintendent of Schools and be in a subject matter related to the Principal's assignment, and must be successfully completed for reimbursement.

**ARTICLE XV
NATIONAL CONFERENCES**

Recognizing the need for the continued professional growth of Administrators, the Board agrees to pay expenses for attendance at national or major conventions approved by the Superintendent of Schools. Typical expenses would include transportation, room, meals, and registration fees. Arrangements for the attendance must be made in advance with the Superintendent of Schools.

**ARTICLE XVI
PAY SCHEDULE AND CALENDAR**

All Principals covered by this Agreement will receive 24 equal salary payments on the fifteenth and the last day of each month for the duration of this contract. It is understood that there will be no interruption of life insurance benefits, health insurance benefits or pension deductions through the duration of this contract.

PAY SCHEDULE AND CALENDAR - Continued

- A. All Principals shall be in attendance on:
1. All days of the "school calendar"
 2. All weekdays in September prior to the opening day of school, excluding Labor Day.
 3. All weekdays in June following the close of school
 4. Weekdays during extended school recesses and school closings commonly referred to as:
 - (a) N.J.E.A. Convention,
 - (b) Christmas Recess,
 - (c) Mid-Winter Recess, and
 - (d) Spring Recess.

(e) One of the week-long vacations which occur during the students' school year may be taken as additional vacation. This vacation time shall be scheduled prior to the start of the school year at the discretion of the Superintendent and shall not be cumulative.
- B. The following three clauses of Article XVII shall be in effect during the 1992-93 school year.
1. All secondary and middle school Principals and Vice Principals shall be in attendance week days during the months of July and August excluding Independence Day and four weeks of paid vacation.
 2. All elementary school Principals shall be in attendance ten working days prior to September 1.
 3. In the event that any Principal is requested and agrees to work on days not stipulated in this contract as days of attendance, said Principal shall be paid on a prorated per diem basis. This shall be calculated on the basis of 1/220 times the Principal's annual salary per day.
- C. Principals are not expected to be in attendance on holidays listed for twelve month employees.
- D. The elementary Principals' responsibilities under the ten and one-half month contract will be the same as they have always been. However, during the time the Principals are not contracted during the summer, they will not be responsible for supervision of the building and operation of their school.

ARTICLE XVII
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992, and shall continue in effect to and including June 30, 1993.

This Agreement shall not be modified or changed except by agreement of the parties and any changes or modifications so made shall be reduced to writing, signed by the representatives of the respective parties, and attached to and made a part of this Agreement.

PRINCIPALS' ASSOCIATION OF CALDWELL-WEST CALDWELL PUBLIC SCHOOLS

_____ PRESIDENT DATE _____
JOSEPH JACANGELO

_____ SECRETARY DATE _____
RALPH HENDRICKSON

CALDWELL-WEST CALDWELL BOARD OF EDUCATION

_____ PRESIDENT DATE _____
JOHN SHANNON

_____ SECRETARY DATE _____
RONALD P. SKOPAK