



CONTRACT BETWEEN

THE COLTS NECK TOWNSHIP  
BOARD OF EDUCATION

AND

THE COLTS NECK TOWNSHIP  
ADMINISTRATORS ASSOCIATION

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2011

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**PREAMBLE**

THIS AGREEMENT entered into as of July 1, 2008, by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter called the "Board" and the Colts Neck Township Administrators Association, hereinafter called the "Association".

**ARTICLE I**  
**RECOGNITION**

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Administrators Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as:

1. Principal
2. Assistant Principal
3. Director of Curriculum & Instruction
4. Director of Special Services

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee," "member," or "administrator" when used herein shall refer to a member or members of the bargaining unit as defined above, male and female.

Anytime the words bargaining unit are used, they shall mean the Colts Neck Township Administrators Association.

All benefits contained in this contract shall be for twelve (12) month administrators. Any benefits to be given to ten (10) month administrators shall be explicitly stated where applicable.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR CONTRACT**

Deadline Date

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin prior to the expiration of the current contract in compliance with Public Employees Relations Commission (hereinafter

referred to as PERC) regulations.

Any contract so negotiated shall apply to all administrators, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

#### A. Definition

1. A "grievance" shall mean a complaint by an administrator or the Association based upon the interpretation, application or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an administrator or a group of administrators.
2. An "aggrieved party" is the person, persons, or the Association making the complaint. In the case of a grievance by the Association, the grievance shall include the name of the Association member representing the aggrieved party.
3. 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.

#### B. Procedure

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 the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days of the knowledge of its occurrence. Failure to adhere to the thirty (30) calendar day time line shall result in the grievance being waived.
3. Nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with the administrator's immediate supervisor.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself/herself, or at his/her option, by the Association.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the

next level. Failure at any level of this procedure by the aggrieved party 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.

6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. 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, however, may be extended by written mutual agreement.
8. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party to the grievance, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
9. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. A party with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association, with the objective of resolving the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, the administrator shall set forth the grievance, in writing, to the immediate supervisor specifying:
  - a. the nature of the grievance
  - b. the nature and extent of the injury, loss or inconvenience
  - c. the interpretation of previous discussions
  - d. the dissatisfaction with decisions previously rendered
  - e. the specific remedy sought, where feasible

The immediate supervisor shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days of receipt of the written grievance.

3. The aggrieved party, no later than ten (10) calendar days after receipt of the immediate supervisor's decision, may appeal the immediate supervisor's decision to the Superintendent. The appeal to the Superintendent must be made in

duplicate, reciting the matter submitted to the supervisor as specified above and the administrator's dissatisfaction with decisions previously rendered. The Superintendent will forward one (1) copy of the appeal to the spokesperson for the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate the decision in writing to the aggrieved party, the immediate supervisor and the spokesperson for the Association.

4. If the grievance is not resolved to the aggrieved party's satisfaction, the administrator may request, no later than ten (10) calendar days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board within fifteen (15) calendar days of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
5. If the aggrieved party is dissatisfied with the decision of the Board, the administrator may request in writing within ten (10) calendar days, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten (10) calendar days after receipt of the aggrieved party's request and shall submit the grievance to arbitration within fifteen (15) calendar days after receipt of the aggrieved party's request. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone; and (b) a complaint of a non-tenured administrator which arises by reason of the administrator not being re-employed, shall not be deemed arbitratable.

D. Arbitration Procedure

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

1. A request by either party to the grievance may be made to PERC and the parties agree to be bound by the rules of PERC.
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement. All arbitrations shall take place after duty hours. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding on the parties pertaining

only to the terms and conditions of the contract. Other than terms and conditions of this contract, the arbitrator's decision shall be advisory.

E. Costs

1. Each party to the grievance will bear the total costs incurred by them.
2. The fees and expenses of the arbitrator are the only costs that will be shared by the parties to the grievance and such costs shall be shared equally.
3. An administrator who voluntarily attends an arbitration proceeding during school hours, (i.e., his/her presence is not required by the arbitrator) must use personal time and/or vacation time to be taken in half day or full day increments. If time is lost by an administrator who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the administrator must be charged to available personal leave.

**ARTICLE IV**  
**BOARD OF EDUCATION RIGHTS**

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
  2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
  3. To maintain efficiency of the school district operations entrusted to them;
  4. To determine the methods, means and personnel by which such operations are to be conducted; and
  5. To take actions which are necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of

judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of the State of New Jersey and the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A: School Laws of New Jersey, or any other laws or regulations as they pertain to education.
- D. Any dialogue between employer and employee is to be conducted in a professional manner.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

A. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for association meetings, providing the desired facility is not otherwise in use, and prior approval of the Superintendent is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use, in accordance with school policy, school facilities and equipment including typewriters, copy machines, voice mail, e-mail, computers, school technology, or any other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the Superintendent regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use. This privilege is extended solely for the purpose of conducting Association business.

**ARTICLE VI**  
**ADMINISTRATOR RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to N.J.S.A. 18A:26-2, any person employed as an administrator by the district shall hold a valid and appropriate certificate. In addition, the certificate holder shall obtain any license, certificate or authorization that may be mandated by State or Federal law or by a licensing board in order for the individual to serve in that position.
- B. As professionals, administrators are expected to devote to their assignments the time necessary to meet their responsibilities.



Administrators will provide coverage surrounding the school day and will make certain that coverage is available to respond to safety issues before and after school while students are present.

Administrators are to maintain visibility and be active participants at school events such as Back To School Night, parent conferences, graduations and activities/presentations sponsored by the Board.

- C. The Association shall have the right to meet with the Superintendent to discuss policies affecting the operation of the school district.
- D. Representatives of this Association shall be invited to participate in the formation of the school calendar prior to its adoption by the Board. Final decision shall be made by the Board.
- E. All administrators shall have the responsibility to support policies made by the Board, to be conscientious in the discharge of their duties, to conform to high standards of ethical and professional conduct and to effectively carry out administrative procedures and directions issued by the Superintendent provided they are consistent with this agreement and State law.
- F. It shall be the responsibility of the administrators to keep school open when directed during a strike or any job action. This responsibility shall include involvement in staffing, scheduling, safety measures, supervision of instruction, pupil control, verification of attendance and other such measures necessary for the continuance of the educational program.
- G. Criticism of an administrator by a supervisor, or Board member shall be made in confidence and not in public forum.  
  
Criticism by an administrator of the administration or the Board shall be made in confidence and not in public forum.
- H. No administrator shall be reprimanded or disciplined without just cause.
- I. Procedures governing reduction in force shall comply with existing state statutes.
- J. Whenever any administrator is required to appear before any supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said administrator shall be given not less than forty eight (48) hours prior written notice of the meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The not less than forty eight (48) hours notice may be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).

K. Personnel File

1. An administrator has the right to review his/her personnel file upon request. An appointment should be made in advance to arrange a time for this review.
2. Any complaints regarding an administrator which are to be included in his/her file shall be made known to the administrator. A copy of any written notation of a complaint that may be placed on file or forwarded to the Board must be given to the administrator and he/she will have the right to answer such complaints individually or with representation of his/her choice. A dated file notation will be made by the person furnishing the administrator with the aforementioned information and the administrator will initial the notation to signify his/her receipt of same. In the event the administrator refuses to initial the receipt of the information, a file notation to that effect will also be made. The administrator shall also have the right to append a written file notation with his/her own replies and reasons. Such answer, if any, will be made within ten (10) calendar days from the furnishing to the administrator of the complaint.

L. Evaluation

1. All administrators shall be evaluated as required by statute.
2. Proposed changes in the evaluation procedure will be discussed with the Association prior to adoption or implementation if a request for discussion is made after notification of the proposal is given.

M. Compensation for School-Related Expenses

Administrators who purchase items for school use, or pay for attendance at any conference, seminar, etc. that was previously approved by the Superintendent, shall be compensated within thirty (30) calendar days.

N. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every administrator of the Board shall have the right to freely organize, join and support the bargaining unit and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any administrator by reason of his/her membership in the bargaining unit and its affiliates or his/her participation in any lawful activities of the bargaining unit and its affiliates.

O. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, other characteristics protected by law or bargaining unit activity. Nothing contained in this Agreement shall be construed to deny or restrict to any administrator such rights as he/she

may have under New Jersey School Laws or other applicable laws and regulations.

- P. Administrators shall recognize and honor the Board's obligation to protect confidentiality of student and employee information and shall not disclose such information to other persons except as necessary to the performance of their duties.
- Q. Any dialogue between employer and administrator is to be conducted in a professional manner.

**ARTICLE VII**  
**FAIR DISMISSAL PROCEDURE**

On or before May 15<sup>th</sup> of each year, the Board shall give to each non-tenured administrator either:

- A. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment but with such increase in salary and benefits as determined by contract, or
- B. A verbal notification by the Superintendent or, in his/her absence, by Board designee, five (5) calendar days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the administrator to exercise one of the following options:
  - 1. To receive written notice from the Board that such employment shall not be offered, or
  - 2. To submit a letter of resignation, or
  - 3. A non-tenured administrator who has been given notice of non-renewal of his/her contract may, if he/she so requests, be given reasons and an opportunity to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured administrator that arises by reason of his/her not being re-employed is not subject to the grievance procedure.

**ARTICLE VIII**  
**WORK YEAR**

- A. The work year for twelve (12) month administrators will begin July 1<sup>st</sup> and end June 30<sup>th</sup> following, and shall include the vacation days specified below and holidays throughout the year as enjoyed by the teachers in the Colts Neck Township school district. The work

year for ten (10) month administrators will be the same as the teachers' work year.

B. Vacation Days (Twelve (12) month administrators only)

1. Administrators shall receive twenty (20) days of vacation annually. In addition, the Board will allow administrators to carry over five (5) unused vacation days for a total number of vacation days not to exceed twenty five (25) days in any one year. Administrators are to take the majority of their vacation between July 1<sup>st</sup> and August 20<sup>th</sup>. Up to two (2) unused vacation days will be applied to sick leave.
2. Twelve (12) month administrators shall be entitled to their vacation days as of the next July 1<sup>st</sup>.
3. In no event shall the administrator be paid in lieu of the taking of vacation. It is the responsibility of the administrator to schedule vacation time and will be subject to prior approval by the administrator's immediate supervisor and the Superintendent.
4. Full-time administrators with less than one (1) year of employment shall receive vacation days on a prorated basis according to the following: one (1) vacation day per twelve (12) days worked between the date of employment and June 30<sup>th</sup>. The administrator will be entitled to these vacation days as of the next July 1<sup>st</sup>.
5. Upon separation from the district twelve (12) month administrators will be paid at a 1/240 per diem rate for unused vacation time.
6. An administrator hired after February 1<sup>st</sup> of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

C. Ten (10) month administrators do not receive vacation days.

**ARTICLE IX**  
**TEMPORARY LEAVES OF ABSENCE**

A. Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. Personal
  - a. Four (4) days paid leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application of the administrator's immediate supervisor for personal leave shall be made at least three (3) days, when possible, before taking such

leave (except in the case of an emergency when notification will be made at the time of need).

At the end of each school year, any unused personal days shall be applied to sick leave days.

- b. New administrators hired after July 1<sup>st</sup> will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.3 day per number of months between the date of employment and June 30<sup>th</sup>; 2.1 - 2.2 days = 2 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3 days; 3.1 - 3.2 days = 3 days; 3.3 - 3.6 days = 3.5 days; 3.7 - 3.9 days = 4 days.

New administrators will be given credit for a full month if they work any time before the 15<sup>th</sup>.

- c. Time necessary for appearance in any legal proceeding connected with the administrator's employment, or with the school system, except an action by that administrator, if the administrator is required by law to attend.

## 2. Family Death

- a. In the case of the death of a member of the immediate family (spouse, parents, children, grandchildren, siblings, grandparents, and corresponding in-laws) wherever domiciled, or any familial domiciled in the employee's residence, up to five (5) days total annually.
- b. Up to three (3) days total annually in the event of death of other family members not residing in the household of the employed will be granted.
- c. Additional leave for death may be granted upon approval of the Superintendent.

## 3. Serious Family Illness

- a. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any familial domiciled in the employee's residence.
- b. Additional leave for serious illness may be granted upon approval of the Superintendent.
- c. An explanation of the nature of the family member's illness shall be provided on the leave form.
- d. Medical certification may be required indicating the nature of the serious

family illness and shall be granted for hospitalization, out-patient services, and surgery.

- e. Additional circumstances and/or leave for serious family illness may be granted upon approval of the Superintendent.

4. Other Leaves

- a. Other leaves of absence with or without pay may be granted by the Board for good reason.
- b. Jury duty will be granted with pay less the jury duty stipend.

B. 1. Accumulative Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to twelve (12) days accumulative sick leave to which each twelve (12) month administrator is entitled or ten (10) days accumulative sick leave to which each ten (10) month administrator is entitled.

2. Prorated Sick Leave

New administrators hired after July 1<sup>st</sup> will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30<sup>th</sup>. New administrators will be given credit for a full month if they work any time before the 15<sup>th</sup>.

- C. When, in the judgment of the Board there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the administrator, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.

D. Professional Day/School Business Day

- 1. A professional day is to be defined as a day requested by the administrator and approved by the immediate supervisor and Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.
- 2. A school business day is to be defined as a day on which the Superintendent requests an administrator to attend any of the above activities outside of the district. It is non-chargeable to any other leave under this Article.
- 3. Attendance at meetings by administrators within the district will be considered no different than a regular school day.
- 4. Administrators presenting outside of school who receive no compensation for the

presentation will be granted a professional day for said presentations provided they occur during the regularly scheduled school day and are approved by the Superintendent.

E. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association. This bank is established to provide compensable leave coverage to administrators who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. An administrator with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given of the administrator's desire to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any administrator's request to utilize the Sick Leave Bank. The annual enrollment period in which to donate sick days shall be from June 1<sup>st</sup> to June 30<sup>th</sup>. The contributed sick day(s) will be deducted from the administrator's accumulated sick or personal leave on July 1<sup>st</sup>.
2. All administrator contribution(s) shall be voluntary.
3. The Sick Leave Bank shall be available only to those administrators who have:
  - a. exhausted all earned and accumulated sick leave; and
  - b. a physician's certification of a serious illness; and
  - c. been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.
4. Use of Sick Leave Bank days for intermittent leave for serious illness may be granted by the Board.
5. An administrator who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the administrator examined by medical personnel of its choice.
6. An administrator's utilization of the Sick Leave Bank shall be subject to the approval of the Board.
7. An administrator is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.

8. Utilization of the Sick Leave Bank in any subsequent contract year shall be subject to the renewed approval of the Board. As of the commencement of a new contract year, an administrator must exhaust all new entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.

**ARTICLE X**  
**EXTENDED LEAVES OF ABSENCE**

A. Eligibility

1. To be eligible for contractual leave, an administrator must have worked at least one (1) year prior to the commencement of the extended leave.
2. To be eligible for salary increment, an administrator must work at least six (6) months for a twelve (12) month position and five (5) months for a ten (10) month position in the school year in which the extended contractual leave commences or terminates.

B. Notifications

1. The administrator must provide their request in writing to the Superintendent for extended contractual leave no less than thirty (30) days prior to the commencement of leave, or as soon as the administrator knows of it.
2. In order to receive an offer of re-employment, the administrator must notify the Superintendent of their intent to return to their position no later than thirty (30) days prior to their return to work.
3. A request for extension in the leave must be made in writing to the Superintendent and will be subject to Board approval.

C. Regulation of Leave

1. The Board reserves the right to regulate the commencement and termination date of an anticipated contractual or statutory leave in order to preserve the continuity of operations.
  - a. When the Board regulates such leave, the administrator will be considered to be on an unpaid involuntary leave and shall be entitled to all sick leave and insurance benefits during the period of contractual or statutory leave pursuant to the negotiated agreement and rules of the insurance carrier.

D. Election to Work



1. The administrator may elect to continue to work:
  - a. Until the administrator's physician and the Board physician agree that the administrator is medically unable to continue working, or
  - b. provided there is a difference of medical opinion between the administrator's physician and the Board's physician, then the two (2) physicians shall agree in good faith on a third (3<sup>rd</sup>) impartial physician who shall examine the administrator and whose medical opinion shall be conclusive. The cost of the third (3<sup>rd</sup>) physician's examination shall be borne by the Board.

E. Leave Types

1. Contractual
  - a. Disability
    - (1) Contractual leave may be granted for disability reasons following the exhaustion of the administrator's available statutory leave at the sole discretion of the Board.
  - b. Child-Care
    - (1) Available at the end of the disability period or
    - (2) in the case of paternal child-care leave or the adoption of a child, upon the birth of a child or the date of custody of the child.
    - (3) Terminates at the end of the contract year in which the leave is granted. An extension beyond the end of the contract year of one (1) additional year or other adjustment in the duration of the leave shall be at the sole and full discretion of the Board.
  - c. An administrator on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the administrator's coverage in the district's group health plans for a period of nine (9) weeks, after which the administrator may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
  - d. Other Leaves:
    - (1) Care of Family Member

- i. An unpaid contractual leave of absence of up to one (1) year shall be granted for the purpose of caring for a serious illness for a member of the administrator's immediate family (husband, wife, children, father, mother, step-father, step-mother, sisters and brothers, grandparents, grandchildren, and corresponding in-laws (i.e., father-in-law and mother-in law, sister-in-law and brother in law, son-in-law and daughter-in-law, and grandparent-in-law), wherever domiciled, or any family member domiciled in the administrator's residence. This leave may be renewed for one (1) additional year with Board approval.

2. Other

- a. Educational (Sabbatical) – paid, partially paid or unpaid leave may be granted by the Board. These leaves generally shall be of such a nature that the granting of them will benefit the Colts Neck Township school system. Application for such leave shall be made to the Superintendent no later than thirty (30) calendar days prior to the commencement of the leave period.
- b. Personal – extended personal leave shall be requested in writing to the Superintendent. The Superintendent may approve the leave and submit the leave request to the Board for their approval.
- c. Jury Duty – will be granted with pay less the Jury Duty stipend.

3. FMLA

- a. Administration of FMLA shall be in accordance with prevailing statutes.

4. NJFLA

- a. Administration of NJFLA shall be in accordance with prevailing statutes.

F. Return to Work

- 1. All benefits to which an administrator was entitled at the time the leave commenced including, but not limited to unused accumulated sick leave, shall be restored to the administrator upon the administrator's return.
- 2. The administrator must notify the Superintendent of their intent to return to work at least thirty (30) days prior to the termination of their leave.

**ARTICLE XI**

## **ACCUMULATED SICK LEAVE**

Following ten (10) years of service in the Colts Neck School District for administrators currently employed as of the ratification date of this agreement and fifteen (15) years of service for new administrators hired to positions covered by this contract, upon retirement, the retiring administrator shall be compensated for accumulated sick leave under the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to February 1<sup>st</sup> of the school year in which the retirement will occur and shall be paid no later than the end of July. If the notification is not timely, the administrator may make application, consistent with this article, during the following year.
- B. If notification of the intent to retire is not made prior to February 1<sup>st</sup> of the school year in which the retirement will occur, payment will be made no later than the end of July of the following calendar year.
- C. The retiring ten (10) month or twelve (12) month administrator shall be compensated at a rate of eighty five dollars (\$85.00) per day for accumulated sick leave up to a maximum of \$11,475.

## **ARTICLE XII** **PROFESSIONAL DEVELOPMENT**

- A. The Board expects the administrator to continue his/her professional development. The Board agrees to reimburse the administrator for the actual cost of membership in one (1) or more professional organizations, provided that the administrator obtains the prior written approval of the Superintendent. Approval shall be based upon the Superintendent's determination that such membership(s) shall aid the administrator in his/her professional development.
- B. Attendance at professional meetings/conferences at the local, state or national level must be approved by the Superintendent and relevant to the administrator's position. The administrator may attend at most one (1) national meeting/conference per year.
- C. Each administrator shall be eligible for up to \$2,750 in reimbursement under this provision in each year of the contract upon receipt of proof of payment by the Business Office either through voucher or other means of payment.
- D. All items in this article apply to ten (10) month and twelve (12) month administrators.

## **ARTICLE XIII** **TUITION**

- A. The Board agrees to reimburse the administrator for full tuition costs of graduate course work subject to the following:

1. Any such graduate course work must be approved, in advance, by the Superintendent in writing;
2. The current Rutgers University tuition rate per graduate credit shall be utilized for reimbursement;
3. During each contract year, the administrator shall not exceed the cost of twelve (12) graduate credits;
4. The tuition reimbursement rate shall be adjusted whenever Rutgers University increases its cost per graduate credit;
5. Upon successful completion and documentation of approved course, payment will be made to the administrator;
6. The tuition reimbursement year would extend from July 1<sup>st</sup> through June 30<sup>th</sup> of the contract year;
7. The pursuit of more than twelve (12) credits per academic year may be approved by resolution of the Board, based on a prior written recommendation of the Superintendent.

B. All items in this article apply to ten (10) month and twelve (12) month administrators.

**ARTICLE XIV**  
**INSURANCE**

- A. Family health and dental insurance will be provided for all full time administrators who are covered by the Board on the date of this Agreement. Administrators shall have the option to select medical coverage from existing plans available in the district. Premiums for such coverage shall be paid by the Board.
- B. Administrators are considered full time if they work a minimum of twenty eight (28) hours a week on a regular basis in order to receive health/dental insurance benefits.

**ARTICLE XV**  
**SALARY**

A. Administrators shall receive annual salaries as outlined in the following chart:

<u>Administrator</u>	<u>Position</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Tricia Barr	Principal – Primary School	\$115,513	\$120,249	\$125,059
Jeff Huguenin	Principal – Elementary School	\$115,513	\$120,249	\$125,059

Susan Ladd	Director of Curriculum & Instruction	\$133,992	\$139,485	\$145,065
Joann Puleio	Assistant Principal – Middle School	\$94,309	\$98,176	\$102,103
Henry Rose	Director of Special Services	\$115,570	\$120,309	\$125,121

- B. The Board reserves the right to increase or decrease salaries for new hires of each position to reflect the experience level of the new hire and/or the needs of the district. All benefits and conditions of this contract shall apply to the new hire of each position.
- C. For new hires, the annual salary increase will be 4.2% for 2008-09, 4.1% for 2009-10 and 4.0% for 2010-11. An administrator hired after February 1<sup>st</sup> of any school year will remain at the same salary and will not receive a salary increase for the following year.
- D. An administrator with five (5) years of continuous employment as an administrator in the district who earns a Doctorate (PhD or EdD), shall receive a salary adjustment of \$2,000. This salary adjustment shall be payable after twelve (12) calendar months of continued employment in the district as an administrator following the award of the Doctorate.
- E. Mileage costs incurred in the performance of an administrator’s duties will be reimbursed at the current IRS allowable rate.

**ARTICLE XVI**  
**SEVERABILITY**

If any term, provision or condition of this contract is held to be unlawful, illegal or in violation of law in a final judgment, such term, provision or condition shall be null and void and such action shall have no effect on the balance of this contract.

**ARTICLE XVII**  
**DURATION OF CONTRACT**

This contract shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011. This contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals.

COLTS NECK TOWNSHIP ADMINISTRATORS ASSOCIATION

By: \_\_\_\_\_  
Tricia R. Barr

By: \_\_\_\_\_  
Jeff Huguenin

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
Cindy O'Brien, President

By: \_\_\_\_\_  
John A. Paredes, Business Administrator/Board Secretary