

**STERLING HIGH SCHOOL
PRINCIPALS ASSOCIATION
AGREEMENT**

BETWEEN THE BOARD OF EDUCATION
OF THE STERLING HIGH SCHOOL DISTRICT AND THE
STERLING HIGH SCHOOL PRINCIPALS ASSOCIATION

July 1, 2007 - June 30, 2009

October 18, 2007

ARTICLE I - PREAMBLE

This Agreement entered on October 18, 2007, by and between the Sterling High School Board of Education, hereafter called the Board, and the Sterling High School Principals Association, hereafter called the Association.

ARTICLE II - RECOGNITION

- A. Association recognizes Board as the statutory representative of the State of New Jersey for the purpose of public education for grades 9 through 12 in a regional high school district comprising the Boroughs of Stratford, Somerdale and Magnolia, Camden County.
- B. Board recognizes Association as exclusive and sole representative for collective bargaining, grievances, and terms and conditions of employment for all Principals, Vice Principals, Director of Curriculum, Director of Athletics, and the Child Study Team Director..

ARTICLE III - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Parties agree to commence collective negotiations on a successor agreement not later than February 1, 2009. The Principal's Association shall submit to the Board a complete bargaining proposal for such successor agreement not later than January 15, 2010. Such formal proposals as the Board wishes to make shall be submitted not later than the first formal meeting..
- B. This agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.
- C. Both agree to work cooperatively to implement Agreement within laws of N.J.

ARTICLE IV - GRIEVANCE PROCEDURE

- A. Definition
The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy affecting a member or group of members.
- B. Purpose
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 employees. 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. Filing a Grievance - A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of an event.

A failure to file the grievance within that specified deadline shall be deemed to constitute an abandonment of the grievance as will any failure of the aggrieved to comply with any of the other time limitations at any level of the grievance proceeding.

2. Failure to Communicate a Decision - Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve a Complaint - An individual who has a complaint shall discuss it first with the Superintendent in an attempt to resolve the matter informally. If the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One - Superintendent - If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he/she shall set forth his/her grievance in writing to the Superintendent, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his dissatisfaction with decisions previously rendered.

The Superintendent shall communicate his decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5. Level Two - Board of Education - If the grievance is not resolved to the grievant's satisfaction, he/she, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

6. Level Three - Arbitration - If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board in writing through the Superintendent, within fourteen (14) calendar days after the receipt of the decision which is being appealed.

The grievance not resolved by the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the NJ Public Employee Relations Commission and/or the American Arbitration Association.

The arbitrator selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

The arbitrator shall not have jurisdiction to determine the arbitrability of issues before him but rather such issues shall be determined by the appropriate administrative agency or judicial body, except that the arbitrator shall have jurisdiction to determine whether or not the parties in interest have met the time limitations imposed by the grievance procedure.

The following matters shall not be arbitrable:

- a. the termination of or non-renewal of the contract of a non-tenured employee

b. any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by an administrative agency, court decision or the laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the laws of the State of New Jersey or the United States of America.

c. any alleged violation of an employee's rights where the relief demanded by the employee is payment of money damages for alleged wrongful discharge or the reinstatement of employment.

7. Right to Representation - Rights of employees to representation shall be as follows:

Any grievant may be represented at any stages of the grievance procedure by himself/herself, or, at his/her option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decision rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

8. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearing - No meeting or hearing conducted under this procedure shall be public. The only persons in attendance shall be the parties-in-interest and the designated or selected representatives of the parties-in-interest (except for the attendance of any necessary witnesses for the period necessary for said witness' testimony).

D. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

Where, however, the grievant elects to proceed without the Association's concurrence, the fees and expenses shall not be borne or shared by the Association.

Grievance proceedings shall be scheduled during non-work hours so that time spent during such procedures shall not be charged to personal time and so that neither the grievant nor his representatives shall be compelled to lose any pay.

ARTICLE V - INSURANCE

The Board will provide administrators family coverage, at no cost to them, health, dental, and prescription insurance coverage according to that provided in the Agreement in effect at 6/30/06 between the Sterling High School District Board of Education and the Sterling Education Association.

ARTICLE VI - SICK LEAVE

- A. All members shall be granted a yearly sick leave of 12 days to be used only for the member's illness or injury.
- B. Unused sick leave days will accumulate from year to year with no limit.
- C. When all current and accumulated sick leave has been used up, the Board may grant additional days at its discretion.

ARTICLE VII - TEMPORARY LEAVE OF ABSENCE

A. PERSONAL

1. Employees shall be granted five (5) days leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, brother, sister, child or any person standing in loco parentis. Such leave shall not be deducted from sick leave.

Employees shall be granted up to two (2) days leave for bereavement purposes in the event of the death of an in-law or a grandchild.

2. Absence of an employee due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.

3. An employee absent on jury duty shall not be required to deduct such absence from sick leave. Such employee shall be reimbursed the difference between the prevailing rate of pay and amounts received for jury service.

4. An employee required to attend a court of law in connection with a matter not involving moral turpitude on the part of the administrator shall be reimbursed full pay. Reimbursement shall also be made with respect to any such matter involving a charge involving moral turpitude on the part of the employee if the employee is finally acquitted of the charge. An absence for such reason shall not be considered a part of sick leave.

The employee must present to the Superintendent official court documentation of attendance. Attendance in court shall be limited to the actual days of attendance.

5. Employees shall be eligible for four (4) personal days after twenty-four (24) hours notice with pay in each work year in the following manner:

- a. Employees shall be granted two (2) personal leave days for any of the following reasons:

- 1) Personal problems
- 2) Legal matters
- 3) Death of an immediate or distant member of the family
- 4) Accident
- 5) Settlement of the permanent residence or one (1) second or vacation home
- 6) Religious observance
- 7) Educational matters.

b. The remaining two (2) days under 5.a. will be granted with pay at the discretion of the Superintendent, for absence for personal business, such as settlement of a house, death of an immediate or distant member of the family or friend, or accident or serious illness in the immediate family.

c. The four (4) days specified herein for personal leave shall not be cumulative if not used in the year granted except in those conditions listed below. Personal leave may be used for illness in the year granted provided that such employee has exhausted annual sick leave and all

accumulated sick leave. Unused personal leave may also be used in future years for illness provided that the employee has exhausted all annual sick leave and all accumulated sick leave.

- B. Leaves taken pursuant to Section A shall be in addition to any sick leave.
- C. At the employee's option annually, he/she may either continue to convert unused personal leave to sick leave as currently defined in b. above or convert unused personal leave to accumulated sick leave which may be used as sick leave and may be reimbursed under the terms of Article 18, L. 1. and 2. at the following rate:

4 unused personal leave days = 2 accumulated sick leave days

2 or 3 unused personal leave days = 1 accumulated sick leave day

ARTICLE VIII - PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT

- A. Each member may be granted, upon request and with the approval of the Superintendent and Board of Education, the opportunity to attend workshops, in-services, and/or conventions.
- B.
 - 1. There shall be a tuition reimbursement plan. This plan shall cover graduate course work beyond the Masters' Degree for courses which reflect the administrator's area(s) of administrative responsibility.
 - 2. All courses shall be approved by the Superintendent in advance of enrollment.
 - 3. The District shall reimburse the administrator for tuition for up to four (4) courses per year (July 1 through June 30) at an amount up to the tuition charged for graduate courses at Rutgers-The State University.
 - 4. An earned minimum grade of "B" average or equivalent verified by an official transcript shall be required before reimbursement is effected.

ARTICLE IX - EMPLOYEE EVALUATIONS

The Board Policy evaluation procedure presently in operation shall continue in effect in accordance with State law and Administrative Code.

ARTICLE X - EMPLOYEE RIGHTS

If any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then, he/she shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE XI - ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times provided, however, that in no event shall this be deemed to confer upon the Association or its representatives the right to transact business during the school day and provided, further, that written permission to conduct business on the school property shall first have been obtained from the Business Administrator.

- B. The rights granted pursuant to Subparagraph A. of this Article shall be deemed to include the right to use school facilities for meetings of the Association.
- C. Any use by the Association or its representatives of the school facilities pursuant to this Article shall be subject to the requirement that the Association shall be responsible for the payment of any extra maintenance and similar costs in connection with such use in accordance with existing Board policy.
- D. The Association shall have the use of a bulletin board in each faculty lounge. Should the Administration object to any posted material, the Association agrees that notice of such objection that objectionable material shall be removed provided, however, that nothing herein contained shall prohibit the Association or its members from asserting a grievance pursuant to the provisions of this Agreement with respect to the removal of such material.
- E. The Association shall have the right to use the intra-school mail facilities and the school mail boxes with the prior written approval of the Superintendent.
- F. The Association shall have the right to use school equipment, including typewriters, computers and other duplicating equipment, calculating machines and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use provided, however, that the prior approval of the Business Administrator shall have been obtained in writing and that the Association shall pay the reasonable cost of all materials and supplies incident to such use.
- G. Upon reasonable request by the Association the Board agrees to make known to the Association when and where the Association may obtain such documents as the Board is required by law to release and to make available to the public.

ARTICLE XII - SCHOOL CALENDAR

Prior to December thirty-first (31st) of each school year, the Association may meet with the Superintendent and submit its recommendations for the following year's calendar.

ARTICLE XIII - EMPLOYEE ASSIGNMENT

- A. Employees shall be notified of their contract and salary status for the ensuing year in accordance with statutory timetable requirements.
- B. Administrative Hours - From July 1 to June 30, the administrative offices will be covered during normal working hours by an administrator.

Administrators may be required to work beyond normal office hours to provide coverage and supervision of school activities. Administrative Assignments for these duties will be developed by the Principal and shall be subject to approval of the Superintendent.

- C. Each Administrator shall be granted twelve paid holidays:

Independence Day	Winter Break
Labor Day	Martin L. King Day
Columbus Day	President's Day
Thanksgiving Day	Spring Break
The Day after Thanksgiving	Memorial Day

- D. Each administrator shall be granted two additional days when school is closed in November for the NJEA and NJPSA convention.

ARTICLE XIV - INVOLUNTARY TRANSFERS AND REDUCTION IN FORCE

- A. The employee shall have the right to a conference with the Superintendent, with representation if desired.
- B. Any reduction in force shall be carried out in accordance with Title 18A, New Jersey Statutes Annotated, and Title 6, New Jersey Administrative Code, after due notification to the Association.
- C. Any reduction in force shall result in the employee receiving a salary of 11/12 of their present salary in the new position, and this salary shall be maintained until the difference in salaries is eliminated.

ARTICLE XV - VACANCIES

Notices of vacancies shall be given to all members of the Association and shall be distributed to the staff.

ARTICLE XVI - PAYMENT FOR UNUSED SICK LEAVE

- A. Any Association member who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits and not merely "deferred retirement", shall be eligible for payment for unused sick leave.
- B. The employee must notify the Board December 1 prior to the adoption of the budget for the fiscal year in which the retirement takes effect. Exceptions of this time line would be at the discretion of the Board of Education.
- C. Sick days eligible for reimbursement shall be those which were accumulated in the Sterling School District.
- D. Unit members shall be paid \$44 per day for each accumulated sick leave day for the first 125 days and \$49 per day for each accumulated sick leave day in excess of 125 days, but in no event shall the total reimbursement entitlement exceed \$17,000 (to be paid over 2 years).

In order to be eligible for any payment, the administrator must have accumulated 75 days of sick leave at the time of retirement. These 75 days are compensable.

- E. In case of death of the administrator, all eligible benefits would be paid to the beneficiary.

ARTICLE XVII - SALARIES

- A. Salaries shall be paid according to teachers' pay date schedule.
- B. Members required to use their automobiles on school business shall be reimbursed at the current Sterling High School rate for mileage reimbursement. Other reasonable school related expenses will be reimbursed with prior approval of the Superintendent.
- C. The salary Guides set forth herein shall be effective only for the contract years set forth herein. Upon the expiration of this Agreement, unit members shall continue to receive the same salary as they received during the just expired contract year until such time as a new collective negotiations agreement has been negotiated and finalized by execution by both parties. No unit member, upon expiration of this Agreement, shall be entitled to proceed to the next step of the expired Salary Guide at the commencement of the next contract year unless and until a new

collective negotiations agreement has been negotiated and finalized through execution by both parties.

- D. Association members will be compensated at \$50.00 per hour for work during the PRIDE school hours. Up to four hours per day (3:15 to 7:15) with prior approval of the Superintendent.

ARTICLE XVIII - VACATION

- A. Vacation days accrue each fiscal year commencing July 1 through June 30, and are credited at the commencement of the following fiscal year.

Example: Vacation days accrued from 7/1/06-6/30/07
will become available 7/1/07.

- B. All members of the Association shall receive paid vacation each year according to their years of service as an administrator to Sterling High School as follows:

0 - 2 years of Sterling High School Administrative service - 15 days
3 years of Sterling High School Administrative service - 18 days
4 - 20 years of Sterling High School Administrative service - 20 days
21+ years of Sterling High School Administrative service - 21 days.

- C. Vacation days are not cumulative from one year to the next, but up to five (5) vacation days may be carried over into the following year with approval of the Superintendent.

- D. Upon separation from the district by retirement or resignation, a full-time (12 month) administrator shall receive all earned prorated vacation days for full payment for all said days. Prorations shall be based on the schedule outlined in B above. The rate of pay is the per diem rate (1/240th of Administrator's salary).

If an administrator dies during the year, the beneficiary will receive payment for all unused vacation.

- E. Between September and June, if school is unexpectedly closed for staff and students due to inclement weather, administrators will not be required to report to work.

- F. The vacation time earned for a unit member who has worked less than a full contract year shall be pro-rated.

ARTICLE XIX - DUES PAYMENT

The Board shall pay the full amount of each member's dues to one county, one state, and one national association as approved by the Superintendent..

ARTICLE XX - DURATION OF THE AGREEMENT

The provisions of this Agreement shall be in effect July 1, 2007 and shall continue and remain in full force and effect to and including June 30, 2009.

ARTICLE XXI - SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject matter of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

ARTICLE XXII - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by board of education in the management of their school districts.

ARTICLE XXIII - INDIVIDUAL EMPLOYMENT CONTRACTS

Any individual employment contract between the Board and a unit member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement, except that such contract shall be issued for no longer than one year commencing July 1 and ending June 30 (until such unit member shall have attained tenure in his or her current position), shall be in the form as prepared and distributed by the New Jersey Commissioner of Education pursuant to N.J.S.A. 18A:27-7 and shall contain a 60 day notice of termination clause. If any individual employment contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XXIV - SALARIES

- A. Minimum Salaries - These shall be the minimum salaries for unit positions:
Principal - \$75,000, Vice-Principal and Director of Curriculum - \$62,000.
- B. For the 2007-09 school years, the following salaries will be in effect for the currently employed administrators:

	<u>2007-08</u>	<u>2008-09</u>
Principal	\$123,666.67	\$127,000
Vice Principal	\$100,166.67	\$103,500
Director of Curriculum	\$85,666.67	\$89,000
Director of Athletics	NA	TBD
Child Study Team Director	NA	TBD

ARTICLE XXV -SABBATICAL LEAVE

- A. A principal or vice-principal who has been employed in the District for at least seven (7) years, with at least three (3) years served as a principal or vice-principal in the District may apply for an unpaid sabbatical leave of absence of one (1) school year's duration for the purpose of formal graduate study or writing of doctoral thesis.
- B. The Board of Education may grant an unpaid leave for the aforesaid reasons to eligible Administrators upon the recommendation of the Superintendent. Decisions shall be at the full discretion of the Board of Education and not subject to the grievance procedure. Approvals shall be based upon criteria, including: a) the purpose of the leave and b) the needs of the District.
- C. Applications for leaves shall be submitted, in writing with reasons given, to the Board of Education no later than March 1st of the school year preceding the requested leave.
- D. No principal or vice-principal may be granted more than one (1) such leave while in the employ of the District.

