

AGREEMENT BY AND BETWEEN
THE CENTRAL REGIONAL BOARD OF EDUCATION
AND
THE CENTRAL REGIONAL PRINCIPALS' ASSOCIATION
JULY 1, 2009 TO JUNE 30, 2012

ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Central Regional Principals and Supervisors Association hereinafter known as “the Association” as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all full-time regularly employed certified administrative personnel employed by Central Regional Board of Education, hereinafter known as “the Board”, includes Principals, Assistant Principals, Director of Student Personnel Services, Supervisor of the Child Study Team, Athletic Director, and Supervisors of Curriculum and Instruction.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. Administrator – when used herein in the Agreement, the term shall refer to all professional employees represented by the Association in the negotiating unit as defined in the Article.

ARTICLE II

Negotiations Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than (November 1) and no earlier than (October 15) of the calendar year preceding the calendar year in which this agreement expires, unless the Board and the Association mutually agree to an extension of time.

B. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee’s benefits existing prior to its effective date.

C. Negotiating Team Authority

Neither party in any negotiations shall have control over the selections of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. All agreements arrived at by the negotiating representatives are subject to ratification by the Board of Education and the membership of the Association. The Negotiating Committees of each side shall be made up of no more than four (4) members excluding central administration and special labor counsel.

ARTICLE III

Temporary Leaves of Absence

A. Sick Leave

Personnel covered hereunder shall be entitled to twelve (12) days sick leave for twelve (12) month employees, and ten (10) days for ten (10) month employees. Sick leave shall be defined in accordance with N.J.S.A. Title 18A. Unused sick leave shall be accumulated from year to year with no maximum limit.

The Board agrees to reimburse unit members upon retirement for unused sick leave with the following provisions:

Employees covered by this agreement who have more than ten (10) consecutive years of service in any professional position within the school district will be reimbursed for accumulated and unused sick leave at the value computed as follows:

- July 1, 2009 to June 30, 2010 – 90% of the per diem rate computed by dividing the contractual salary by 240, and multiplying that rate by fifty-five (55) plus \$15,000.00
- July 1, 2010 to June 30, 2011 - \$10,000.00 flat incentive plus \$15,000.00.
- July 1, 2011 to June 30, 2012 – 90% of the per diem rate computed by dividing the contractual salary by 261, to a maximum of \$15,000.00.

1. Reimbursement at retirement for said accumulated sick leave shall not exceed the value computed as of June 30th of and shall be paid to the employee in no more than three fiscal years. Retirement incentive may be directly deposited to a tax shelter as long as IRS rules are complied with.

B. Employees deciding to retire as of June 30th shall notify the Superintendent of Schools in writing by December 1st prior to the start of the fiscal year the employee wishes to retire.

1. Employees making the decision to retire after December 1st shall notify the Superintendent of Schools in writing as soon as possible. Compensation for unused sick days will not be paid until the July following the fiscal year the employee retires.

2. The Board of Education may waive the requirements of above to address emergency situations brought to their attention by the Superintendent of Schools and the availability of funds.

3. Employees covered by this agreement as of June 30, 1996, who have ten (10) years or less of service in any professional position within the school district shall be permitted to accumulate unused sick days as provided in N.J.S.A. 18A:30-3 and permitted to utilize said sick days as provided in N.J.S.A. 18A:30-1 et. seq.

C. Personal Leave

1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days must be approved in advance by the Superintendent. Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above. Administrators not wishing their reasons to be known, may indicate on the request form and have the right to disclose the reasons directly to the Superintendent for his consideration.

2. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be accepted, providing the request is specific and/or emergent in nature and may be granted only with the direct and express approval of the Superintendent.

3. Any unused personal days shall be converted to one (1) sick leave day and added to the administrator's sick leave account at the beginning of the next contract year.

G. Death in the Immediate Family

1. All Administrators shall be allowed up to five (5) days, without loss of pay in the event of death in the immediate family. The immediate family shall include father, mother, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, death of a grandchild, death of grandparent, domestic partner, or a relative living as a member of the immediate household.

2. All Administrators shall be allowed up to two (2) days, without loss of pay in the event of death of spouse's grandparent, aunt, uncle, brother-in-law, sister-in-law, niece, nephew or other significant person at the discretion of the Superintendent.

ARTICLE IV

Extended Leave of Absence

Except as may be expressly required by law, the Board upon recommendation of the Superintendent of Schools reserves sole discretion in the granting of extended leave with or without pay. Such leave may be granted as the Board may deem good and sufficient reason.

A. Anticipated Disability Leave

1. Any Administrator who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said Administrator. All Administrators covered by this Agreement anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition may result in disability is known or within a reasonable time thereafter. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the Administrator so affected and the Superintendent shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.

2. An Administrator who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said Administrator produces a statement from his/her physician stating that said Administrator is capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the Administrator is capable of performing said duties.

3. In no event shall the Board be obligated to permit an Administrator anticipating a state of disability to continue in the performance of his/her duties where the performance of said Administrator has substantially declined from that performance demonstrated by said Administrator at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.

4. The Administrator requesting a leave under the provisions of this section shall specify in writing the date on which he/she wishes to commence said leave and the date upon which he/she wished to return to employment following recovery from said disability.

5. The Board shall have the right to require any Administrator who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating he/she is capable of performing his/her duties.

6. Whenever, in the opinion of the Board, the dates of commencement or an anticipated disability leave and/or the dates for the resumption of the duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board, if in the opinion of the Administrator's physician such change shall be without medical hazard to the Administrator.

7. An Administrator who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.

8. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confined medical reasons upon application by the Administrator to the Board. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq., and specifically, N.J.S.A. 18A:30-6 and 18A:30-7.

9. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is obtained.

B. Child Rearing Leave

1. In a case where an Administrator or spouse gives birth to a child, or in a case of a defacto adoption, said Administrator shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.

2. In a case where both husband and wife are employed in the school system, only one (1) spouse may be entitled to apply for such leave.

3. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.

4. Applications for child rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.

5. Extensions upon the one (1) year stipulations may be made at the sole discretion of the Board upon application by the Administrator at least three (3) months in advance of the expiration of the one (1) year period.

6. Wherever possible, the Superintendent shall attempt to assign an Administrator to the same position he/she held at the time said leave commenced. If an Administrator who has been granted a child rearing leave is permitted to return to the system at any other time other than those stipulated herein, such Administrator may be assigned to any position decided by the Superintendent so long as such assignment is within the certification held by said Administrator.

7. The dates for the commencement and termination of child rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

C. Sabbatical Leave

1. Sabbatical leaves for certified Administrators of the Central Regional School District, which includes Principals, Assistant Principals, Director of Student Personnel Services, Supervisor of the Child Study Team, Athletic Director, and Supervisors of Curriculum and Instruction, shall be granted for one (1) full year at one-half pay, or for one-half year at full pay. To qualify for consideration for a sabbatical leave, an Administrator shall have at least seven (7) years consecutive service in the Central Regional District as an Administrator.

2. Sabbatical leave may be granted for one of the following reasons:
- a. for formal study at an accredited college or university.
 - b. for research work under the guidance of a competent personnel.
 - c. for foreign or domestic travel as a required part of a. or b.

The study, research or travel plans for the year must be submitted along with a formal application to the Superintendent not later than February 1 of the year prior to the commencement of the proposed leave for approval. After due consideration of all applications, the Superintendent shall present each request to the Board with his recommendation of acceptance or rejection. Each Administrator involved shall be invited by the Superintendent to be present at the Board meeting when his/her program comes up for consideration. The decision of the Board shall be final.

3. An employee granted a sabbatical leave for study, research or travel shall be required to serve the Central Regional school system for two (2) years upon return. To further protect the Board against an Administrator's failure to return to the school, the Administrator shall execute a non-interest bearing note to be paid back in twenty (20) installments, beginning October 1 of the year that the Administrator should have returned and continuing for the next twenty-two (22) months, excluding July and August. During such payment there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be four percent (4%) on the unpaid balance, effective January 1 of the year the sabbatical leave was actually used. If the administrator is unable to return

by reason of his/her own action, he/she shall have the option of paying the note in full with no interest prior to September 1 of the school year that he would have returned to his former position. In the event of death, no repayment will be required. In the event of incapacitating illness, the date of return or repayment of the note shall be deferred until the Administrator is able to return to work.

4. During the sabbatical leave, the Administrator shall not be allowed to hold any full-time position. However, this shall not be construed to deny any Administrator the right to fellowships, scholarships, grant-in-aid or other scholastic stipends.

5. Administrators on sabbatical leave shall file progress reports with the Superintendent sometime during the first half and upon completion of the leave to substantiate that the program criteria are being met.

6. Not more than one (1) Administrator as defined in C1 above shall be eligible for a sabbatical leave in any given school year.

D. Other Leave Without Pay

1. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay or any other benefits provided for in this Agreement for any tenured Administrator for one (1) school year for good and sufficient reason.

2. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

E. Extended Leave of Absence Stipulations

1. An Administrator on leave shall report to the Superintendent on or before April 15th of the school year regarding his/her intentions with respect to resuming regular administrative duties at the start of the school year. Failure to comply with this stipulation may be construed as a resignation.

2. During a leave, the Administrator will not be eligible for any other benefits which are provided for in this Agreement.

ARTICLE V

Vacation Leave

A. All twelve (12) month personnel covered by this contract shall be entitled to twenty (20) days vacation. Vacation is earned from date of employment to the end of the fiscal year on June 30th. Where employment is less than one (1) fiscal year, vacation shall be pro-rated from the date of employment to June 30th.

B. Vacation shall be taken during the summer academic break following the fiscal year it is earned.

1. Upon approval of the Superintendent of Schools, persons covered by the contract may elect to reserve no more than ten (10) vacation days for use during the period September 1st to August 31st. In lieu of reserving the ten (10) unused vacation days, the administrator may request payment for the ten (10) days. The board agrees to pay said administrator for the ten (10) days at the per diem rate of said administrator at the time the days were earned.

2. If the Superintendent of Schools does not approve the use of all or any part of the ten (10) vacation days reserved, the Administrator shall be reimbursed for the unused vacation days at the rate earned.

3. In all other cases, failure to use vacation leave as prescribed above shall constitute a waiver of such leave, except where the use of earned vacation leave is expressly forbidden.

C. Upon voluntary separation, accumulated and unused vacation leave shall serve as severance pay. The calculation of severance pay shall be prorated on a per diem basis rate of the Administrator's current base salary and based upon the actual time worked.

D. Separation From Service

1. A member who dies before his contract period is completed shall have payment for his/her earned vacation days paid to his estate on a pro-rata basis at a per diem rate of current base salary.

2. A member who resigns or retires during the contract year shall receive cash payment for his/her earned vacation days on a pro-rata basis.

ARTICLE VI

Professional Development

A. The Board shall assume full cost of approved expenses for professional development expressly requested or required in writing by the Superintendent of Schools to attend.

B. Upon recommendation of the Superintendent of Schools and approval of the Board, necessary funds shall be allocated for the purpose of membership dues in state and national professional associations which relate directly to the area of an administrator's responsibility and/or position.

C. All publications received as a result of these memberships shall be deposited with the district for use by the Association, Board, and all professional staff members.

D. Budgetary allocation shall be made for management in-service training programs upon recommendation of the Superintendent of Schools and approval by the Board.

Such programs shall include, national and/or state conferences, in district seminars, and/or county, state, or national conventions.

E. Personnel covered hereunder shall be entitled to reimbursement up to a maximum of \$3,000.00 per year per person for graduate courses approved by the Superintendent.

F. The Board shall provide the amount of \$750.00 each for two (2) administrators per year to attend a professional convention (maximum of \$1,500 per year). A letter of application must be submitted to the Superintendent of Schools providing information on the proposed convention. The application must be submitted to the Superintendent in sufficient time to obtain approval of the Board of Education.

G. Any administrator holding a doctorate shall receive the sum of \$3,500.00 in addition to the contractual salary listed in Appendix A or appendix B attached to this agreement.

H. Accredited graduate work resulting in MA+30 will be compensated at a rate of \$1,000.00 additional salary per year.

I. Non-monetary compensation time may now be requested for involvement in extraordinary supervisory assignment such as proms, excessively long field trips, overnight trips, etc. prevailing well beyond the normal day.

J. The Board will now permit administrators to be eligible for stipend activity positions. However, no two (2) Assistant Principals may be active in the same season from the same building.

ARTICLE VII

Hospital and Medical Coverage

A. The Board shall provide medical insurance coverage as provided to other district employees including a hospitalization and medical surgical plan Direct 10 or lower provided through State Health Benefits, a dental, prescription plan and vision plan. Nothing contained herein shall deny or restrict the Board in making sole determination of the carrier(s), provided it can demonstrate to the Administrators that any change in carrier(s) results in no reduction in benefits or services. The Board of Education shall provide employer paid single coverage for all new employees for the first two (2) years of employment. The said employee may, at their own expense, purchase additional dependent medical coverage. At the end of two (2) years, the employer will assume the cost of the medical coverage for the said employee and his/her dependent coverage subject to the terms and conditions of the policy in effect at the time of conversion.

B. The Board agrees to reimburse to each administrator an amount not to exceed one hundred dollars (\$100.00) for an annual physical examination during the term of this contract. Said reimbursement shall be paid subsequent to the administrator having utilized the district's health insurance. Said reimbursement shall not be used to satisfy the Administrator's deductible required by the district's health insurance coverage. Request for reimbursement shall be submitted to the Board Secretary accompanied by the appropriate paperwork stating that the district's health insurance has been utilized to the extent permitted.

C. Hospital and Medical "Opt Out" – Any administrator who drops out of the Medical Plan, Prescription Plan, Dental Plan and/or Optical Plan provided by the Board of Education for any full calendar year shall receive a cash payment of 50% (2009 Premium) for the Family Plan. Members shall notify the Business Administrator at least thirty (30) days in advance. The member will be compensated in two equal payments disbursed on June 30 and December 31 and will be able to re-enroll annually." Opt Out Amounts as follows:

- Medical Plans: Family Plan (50%), Husband/Wife Plan (50%), Spouse/Child (50%)
- Single Plan (50%), Prescription Plans (50%), Dental Plans (50%), Optical Plans (50%)

ARTICLE VIII

Grievance Procedure

A. The Association or any member(s) thereof shall have the right to appeal an alleged misapplication, misinterpretation, or violation of this Agreement or any administrative decision rendered thereunder pursuant to the Article.

B. Upon written request specifying the nature of the appeal, the specific section of the contract in dispute and any pertinent information which gave rise to the appeal, the Association or any member(s) thereof shall have the right to

meet with the Superintendent of Schools for the purpose of resolving the dispute. Within a reasonable time period, the Superintendent shall issue a written decision.

C. If dissatisfied with the disposition of the appeal/decision, the Association or any member(s) thereof shall have the right to meet with the Board of Education or committee thereof for the purposes of resolving the dispute. Within a reasonable time period, the Board shall issue a written decision.

D. Under any and all circumstances, the decision of Board of Education shall be final and binding.

ARTICLE IX

Work Year

The in-school work year for all personnel covered hereunder shall be as the Superintendent designates and/or as personnel may determine necessary to perform assigned responsibilities. In no case, however, shall the in-school

work year exceed 225 days including all days on which academic sessions are cancelled on account of inclement weather and/or other emergency situation.

ARTICLE X

Travel Reimbursement

Persons covered hereunder expressly requested or required to travel in connection with their assigned duties shall be reimbursed as per district policy.

- A. Travel expenses for all official school business within the district not normally related to the specific job functions of the titled position in question are reimbursable.
- B. For travel expenses outside of the district, application shall be made to the Superintendent prior to the event.

ARTICLE XI

Deferred Income Plan

All members of this unit shall have the option of participating in a deferred income plan as authorized by the Board of Education.

It is understood by the parties of this Agreement that the Board of Education does not endorse, underwrite or sponsor and deferred income plan.

ARTICLE XII

Principal for Prime School

The Principal for the Prime School shall be paid a stipend of \$9,000.00 per year for the duration of this contract. The stipend shall be added to the individual's annual salary.

ARTICLE XIII

Separability

If any provision of this Agreement is found to be contrary to law by an administrative agency or court of proper jurisdiction, then that provision shall become null and void, but all other provisions of the Agreement shall remain in full force and effect.

ARTICLE XIV

Liaison Committee

There is hereby established a Liaison Committee between the Board of Education and the Principals' Association. The purpose of this committee shall be to provide a means of open communication to discuss issues considered appropriate to both parties of this Agreement.

The Committee shall meet a minimum of four (4) times per year during the months of August, November, February, and May.

The Committee shall be comprised of the following:

1. At least three (3) members of the Board of Education
2. The Superintendent, Assistant Superintendent, and Board Secretary
3. A maximum of four (4) representatives from the Principals' Association.

ARTICLE XV

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012 subject to the Association's right to negotiate a successor agreement according to the procedure set forth in Article II. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

In witness thereof, the parties thereto have caused this Agreement to be signed as a covenant of execution for aforesaid dates by their respective officers.

FOR THE BOARD OF EDUCATION

By _____, President

Attest _____, Board Secretary

Date _____

FOR THE PRINCIPALS' ASSOCIATION

By _____, President

Attest _____ Secretary

Date _____

APPENDIX A
High School Principal Guide

<u>High School Principal</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Step 1	\$108,124.00	\$109,964.00	\$112,046.00
Step 2	111,576.00	113,415.00	115,498.00
Step 3	115,028.00	116,867.00	118,950.00
Step 4	118,638.00	120,319.00	122,402.00
Step 5	122,412.00	124,096.00	125,854.00
Step 6	126,199.00	128,043.00	129,804.00
Step 7	130,101.00	132,004.00	133,933.00
Step 8	134,189.00	136,086.00	138,076.00
Step 9	138,541.00	140,362.00	142,346.00
Step 10	143,034.00	144,914.00	146,818.00
Step 11	147,671.00	149,613.00	151,580.00
Step 12		154,463.00	156,496.00
Step 13			161,569.00

Middle School Principal Guide

Step 1	\$ 100,902.00	\$103,636.00	105,969.00
Step 2	103,727.00	106,460.00	108,793.00
Step 3	107,179.00	109,285.00	111,617.00
Step 4	110,133.00	112,109.00	114,442.00
Step 5	113,219.00	115,199.00	117,266.00
Step 6	116,528.00	118,427.00	120,498.00
Step 7	119,830.00	121,888.00	123,875.00
Step 8	123,135.00	125,342.00	127,495.00
Step 9	126,440.00	128,799.00	131,108.00
Step 10	129,741.00	132,257.00	134,724.00
Step 11		135,709.00	138,340.00
Step 12			141,952.00

APPENDIX B
Assistant Principals/Directors/Supervisors Guide

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Step 1	\$ 87,869.00	\$ 89,061.00	\$ 90,270.00
Step 2	90,716.00	91,910.00	93,158.00
Step 3	93,581.00	94,889.00	96,139.00
Step 4	96,536.00	97,886.00	99,254.00
Step 5	99,623.00	100,977.00	102,389.00
Step 6	102,850.00	104,206.00	105,622.00
Step 7	106,184.00	107,581.00	108,999.00
Step 8	109,628.00	111,068.00	112,530.00
Step 9	113,180.00	114,671.00	116,177.00
Step 10	116,850.00	118,387.00	119,946.00
Step 11	120,637.00	122,225.00	123,832.00
Step 12	125,461.00	126,187.00	127,847.00
Step 13	130,287.00	131,233.00	131,991.00
Step 14	133,704.00	136,280.00	137,269.00
Step 15	137,120.00	139,854.00	142,549.00
Step 16		143,428.00	146,288.00
Step 17			150,025.00