

2005-08 AGREEMENT

BETWEEN THE

PRINCETON REGIONAL ADMINISTRATORS' ASSOCIATION

AND THE

BOARD OF EDUCATION

PRINCETON REGIONAL SCHOOL DISTRICT

**ALL EDITS TO THIS
CONTRACT ARE IN BOLD
FOR EASY LOCATION AND
VERIFICATION**

**QUESTIONS REGARDING THIS CONTRACT SHOULD BE
DIRECTED TO:**

**CHERRY SPRAGUE
HARVEY HIGHLAND
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PRINCETON REGIONAL
ADMINISTRATORS'
ASSOCIATION**

**JUDITH A. WILSON
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BOARD OF EDUCATION
OF THE PRINCETON
REGIONAL SCHOOL
DISTRICT**

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PREAMBLE

This Agreement is entered into this first day of **July 1, 2005**, by and between the Board of Education of the Princeton Regional School District, Princeton, New Jersey, hereinafter called the "Board," and the Princeton Regional Administrators' Association, Inc., hereinafter called the "Association."

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for the following designated personnel who meet the criteria as defined in Appendix A:

Assistant Principals
Athletic Director
Director of Guidance
Principals
Supervisors

All other individuals employed by the Board not specifically enumerated above are excluded from this negotiation unit.

Unless otherwise indicated, the term "administrator," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by appropriate resolution of the Board.
3. Before adopting a ratifying resolution or signing an Agreement, the Board reserves the right to request a written certification, signed by the president of the Association, that the Association had duly ratified the Agreement.

B. Contract Modifications

1. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.
2. When new and/or additional responsibilities are requested of an administrator or any PRAA job description is considered for a change, the executive officers of PRAA shall be consulted within a reasonable amount of time regarding the change as the salaries and working conditions are being modified. (Refer to ARTICLE 6.D. for timelines.)
3. **When the Board determines that a change in administrative position (function and/or title) or structure shall take place, the Association shall be notified at least thirty (30) days prior to the date of Board action. Should an urgent situation arise requiring an administrative change in order to maintain educational processes that are in the best interests of the students, the Association shall be given ten (10) days to react and present its position to the Superintendent and Board.**

ARTICLE 3

WORKDAY AND WORK YEAR

- A. The in-school workday shall be that time which is necessary for administrators to meet their professional responsibilities to the students, the school, and the community.
- B. The Board recognizes that an administrator's duties require hours beyond the daily workday at certain times of the year and, therefore, recognizes that an administrator, with the approval of his/her supervisor, shall adjust his/her work schedule. Attendance at athletic events, plays, school performances, and other routine activities are considered part of an administrator's normal responsibilities and are not subject to special compensation.
- C. The work year for all administrators covered by this Agreement shall be 220 days. The parties agree that the 220-day work year provides sufficient time for administrators to meet their job responsibilities. The Superintendent shall approve each administrator's work schedule at the beginning of each contract year. Any changes in the schedule during the course of the year shall be approved by the Superintendent.
- D. Twelve-month administrators shall be entitled to twenty-two paid vacation days per year.

Administrators may carry over a maximum of thirty-**eight (38)** accumulated vacation days **after August 15th each year** with the following exceptions:

- 1. Administrators employed as of June 30, 1993, shall be entitled to carry over the number of accumulated days as of that date if it exceeds thirty-five (35).
 - 2. More than thirty-**eight (38)** days may be carried over with specific written approval of the Superintendent.
 - 3. Any other unused vacation days in excess of thirty-**eight (38)** on **August 15th of each year** may be carried over as accumulated sick days without limit.
 - 4. Administrators who leave district employment prior to June 30 shall have their vacation time prorated for their time of service for the school year.
- E. Twelve-month administrators shall be entitled to eighteen (18) paid holidays per year.

ARTICLE 4

GRIEVANCE APPEAL PROCEDURE

For purposes of this ARTICLE, the supervisor for each unit member is defined in D.1., Level 1. Only the Superintendent will hear PRAA grievances.

A. Definition

1. A grievance is an appeal by an administrator and/or the Association on behalf of an individual or group of individuals based upon the interpretation, application, or violation of this Agreement or any other administrative decision or policy affecting the terms and conditions of employment of an administrator or group of administrators and is subject to binding arbitration. In order for an administrator or the Association to pursue a grievance to Level 2 or higher, the grievance must be based solely upon the interpretation, application, or violation of the Agreement.
 - a. This ARTICLE shall not be construed to interfere with the right of an employee or the Association to request a conference with the Board, Superintendent, or other supervisor at a higher level to discuss matters of concern in the day-to-day administration of the school system.
 - b. The term "grievance" and the procedure relative thereto shall not be deemed applicable in a complaint of a nontenured administrator which arises by reason of his or her not being reemployed, nor shall it be applicable in a complaint by an administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within fifteen (15) workdays of its occurrence.
3. A "party of interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken to resolve the claim.
4. Workdays are those days when administrative offices are scheduled to be open.

B. Purpose

The purpose of this appeal is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.

C. Procedure--General

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. The time limits specified may be extended by mutual agreement and shall be exclusive of sick leave and scheduled vacation.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.
4. In the event that any member of the Association initiates any grievance procedure, (s)he must file a copy of the grievance with the Association. If the members of the Association determine that the grievance is related to the interests of the Association, the Association may be represented in the grievance procedure.
5. The Association shall be notified in writing by the Board whenever any grievance is brought against a member of the Association and shall receive copies of all formal grievance documents.

D. Action and Appeal

1. Level 1

Any administrator who has a grievance shall present it in writing to the immediate supervisor, as defined below, with a copy to the Association.

| <u>Position</u> | <u>Immediate Supervisor</u> |
|-------------------------------------|---|
| K-12 Subject-Area Supervisors | Assistant Superintendent for Curriculum and Instruction |
| Directors of Athletics and Guidance | Assistant Superintendent for Curriculum and Instruction/High School Principal |
| Assistant Principal | Principal |
| Principal | Assistant Superintendent for Curriculum and Instruction |

The grievance shall specify:

- a. The matter at issue or in dispute.
- b. The reasons for grieving.
- c. The grievant's request.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at appeal levels and in the procedure only with consent of all interested parties.

The immediate supervisor shall respond, in writing, specifically to the points raised by the grievance, giving reasons for his/her decision, and shall conclude with a reasoned decision within six (6) workdays of receipt of the written grievance.

2. Level 2

The administrator whose immediate supervisor is other than the Superintendent, no later than six (6) workdays after receipt of his or her immediate supervisor's decision, may appeal the decision to the Superintendent. The appeal shall be made in writing with a copy to the Association; it shall include the documents submitted by the grievant at Level 1, a copy of the supervisor's reply, and the reasons for the appeal.

The Superintendent shall hold a meeting with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible or within a period not to exceed ten (10) workdays. Within six (6) workdays after the meeting between the parties, the Superintendent shall communicate his or her decision with reasons, in writing, to the employee, the supervisor, and the Association.

3. Level 3

If the grievance is not resolved to the administrator's satisfaction, (s)he, no later than six (6) workdays after receipt of the Superintendent's decision, may appeal to the Board. The appeal shall be submitted in writing through the Secretary to the Board, who shall obtain all related papers from the Superintendent and forward the appeal to the Board.

The Board shall hold a meeting with the administrator within twenty (20) workdays of receipt of the grievance appeal by the Secretary to the Board. The Board's decision shall be rendered, in writing, to the administrator and the Association within six (6) workdays following the meeting.

4. Level 4

a. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, and the Association wishes an arbitrator's review of a grievance over the interpretation, application, or violation of this Agreement, the Association shall notify the Board through the Secretary to the Board within ten (10) workdays of receipt of the Board's decision, whereupon the following procedure shall be used to secure the services of an arbitrator:

- 1) The Association shall request the Public Employment Relations Commission (P.E.R.C.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2) The parties shall be bound by the rules and procedures of the P.E.R.C. in the selection of an arbitrator and in the conduct of the proceedings.
- 3) The authority of the arbitrator shall be subject to the following:
 - a) (S)he shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - b) (S)he shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - c) (S)he shall be without power or authority to make any decision which requires a monetary award which shall require an expenditure of funds not allocated in the budget.
 - d) (S)he shall be bound by the laws of the state of New Jersey and the United States, decisions of the courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education.
 - e) The Association and the Board shall be limited to placing one (1) issue before any arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual agreement of the parties.
 - f) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.
- b. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
- c. The Association and/or the aggrieved and the Board shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.

E. Rights of Administrators to Representation

1. Any aggrieved person may be represented at any stage of the grievance procedure by himself/herself or, at his or her option, by a representative selected from the Association by the grievant.

2. The Association may be present and present its position at any meeting sessions held concerning the grievance. The Association shall receive a copy of all decisions rendered.
3. When and if the Board, the Association, or the aggrieved chooses to have legal counsel present at any meeting prescribed under the grievance procedure, the other parties to the grievance shall be given written notice of same at least five (5) school days prior to the meeting.
4. If the aggrieved does not choose to have the Association represent him or her in a grievance procedure, neither the Board nor the Association shall be responsible for the costs incurred.

F. Miscellaneous

1. If a grievance concerns a person or persons other than the immediate supervisor, the administrator shall discuss it first with the person or those persons in an attempt to resolve the matter informally at that level.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved, (s)he shall discuss the matter with his/her immediate supervisor. If the matter is still not resolved to the satisfaction of the aggrieved, the continued processing of the grievance will commence at Level 2 with the additional specification that a written copy of the grievance decision statement be sent to the aggrieved.

2. 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.
3. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

ARTICLE 5

RENEWAL OF NONTENURED ADMINISTRATORS

A. Procedure on Recommendation of Nonrenewal

1. Recommendation by Supervisor

Whenever the supervisor of a nontenured administrator determines not to recommend such administrator for renewal of his or her employment with the Board, such supervisor shall so notify the administrator in writing. The administrator shall have the right within five (5) workdays after receipt of such notice to request, in writing, from such supervisor a written statement for the reason or reasons for such recommendation. Such statement shall be furnished to the administrator within five (5) workdays after the request therefore and shall be sufficient if it merely incorporates by reference a written evaluation of the administrator's performance made during the current year.

2. Recommendation by Superintendent

The Superintendent shall only recommend the renewals of employment of employees on the Board agenda. Nonrenewals shall be left off the Board agenda. Before recommending the nonrenewal of employment of a nontenured administrator, the Superintendent shall, upon written request from such administrator, afford him or her an opportunity to meet informally with the Superintendent to discuss the recommendation. If the recommendation of the supervisor to the Superintendent has been to not reemploy the administrator, the Superintendent shall furnish prior to such informal meeting a written statement of the reason or reasons being considered by the Superintendent for a nonrenewal recommendation.

B. Board Action

1. Offer of Employment or Notice of Termination

On or before the date required by law, the Board shall give to each nontenured administrator continuously employed by it since the preceding September 30 either (a) a written offer of a contract for employment for the next succeeding school year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or (b) a written notice that such employment will not be offered.

2. Statement of Reasons

a. Any nontenured administrator who receives a notice of nonrenewal of employment may request in writing, within thirty (30) workdays after receipt of notice, a statement of reasons for such nonemployment. The request shall be addressed to the Board in care of the Secretary to the Board.

- b. Within fifteen (15) workdays after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance Before the Board

- a. A nontenured administrator who has requested a statement of reasons for nonemployment may make a request, in writing within ten (10) calendar days of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within thirty (30) workdays after receipt of a request, the Board or a Board committee shall meet with the administrator.
- c. The purpose of granting an informal appearance before the Board to the nontenured administrator is to provide an opportunity to persuade the Board to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversary proceeding.
- e. The administrator may be represented by counsel or an individual of his or her own choice before the Board and may present witnesses on his or her behalf.
- f. The informal appearance shall be closed to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the administrator in writing within three (3) workdays following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the administrator shall notify the Board by June 1 whether (s)he desires to accept such offer. If the administrator does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

ARTICLE 6

ADMINISTRATIVE POSITIONS AND STRUCTURE

- A. The Superintendent shall request the advice of the Association before presenting a recommendation to the Board for the creation, change, or abolition of any administrative position or job description covered by this Agreement.
- B. The Superintendent shall request the advice of the Association before implementing a new administrative structure or before structuring or abolishing an existing structure at either the district or building level.
- C. The position of the Association shall be attached to the Superintendent's recommendation and submitted to the Board.
- D. When the Board determines that a change in administrative position (function and/or title) or structure shall take place, the Association shall be notified at least thirty (30) days prior to the date of Board action. Should an urgent situation arise requiring an administrative change in order to maintain educational processes that are in the best interests of the students, the Association shall be given ten (10) days to react and present its position to the Superintendent and Board.

ARTICLE 7

SICK LEAVE

- A. All administrators continuously employed, as well as those hired to begin work on July 1, shall be entitled to fourteen (14) sick-leave days each year, whether or not they report for duty on that day.
- B. Administrators hired to begin work after July 1 shall be entitled to one point two (1.2) days of sick leave for each full month remaining in the work year. The entire amount of sick leave creditable on this basis shall be available to the administrator as of his or her first day of scheduled employment. The terms of this paragraph shall also apply to administrators who return from an unpaid leave of absence after July 1 and who did not work at any time during the work year.
- C. All unused sick-leave days shall be accumulated from year to year, with no maximum accumulated limit.
- D. For employees who leave district employment prior to June 30, their sick time shall be prorated for their time of service for the school year.

NOTE: See ARTICLE 11, Section E concerning pay for accumulated sick leave upon retirement.

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE

- A. Administrators shall be entitled to a maximum of three (3) days' leave of absence without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request. Application for such personal business leave must be submitted in writing at least one (1) week in advance, except in the event of an emergency.
- B. Administrators shall be granted the following leaves according to the provisions noted below:
1. When a death occurs in the immediate family, a maximum of five (5) consecutive days within ten (10) calendar days of the death, including either the day of death or the day of the funeral, shall be granted without loss of pay. Immediate family is defined as husband, wife, domestic partner, father, mother, son, daughter, husband's parents, and wife's parents.
 2. When individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) days.
 3. One (1) day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend.
 4. Each year, a total of five (5) days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family who is ill.
 5. Three (3) days' leave of absence may be granted to a husband to provide family care upon the birth of a child.
- C. The following leaves may be granted without loss of pay:
1. Leaves to accomplish administrative responsibilities off-site, visit other schools, attend meetings or conferences of an educational nature, or utilize writing days, upon approval of the Superintendent.
 2. Up to five (5) days for the purpose of marriage and honeymoon or up to two (2) days for the purpose of attending the marriage of a member of the immediate family upon the recommendation of the Superintendent and approval of the Board.

D. Extended Professional Development Leave

A paid leave of absence for up to ten (10) days during the summer may be granted to any administrator for professional development. Application will be made to a committee comprised of a Board member, the Superintendent, and two (2) PRAA members. PRAA members on the committee may not be applicants. The time period for this opportunity shall run from July 1 to August 15 of each year.

- **Applications via letter to the superintendent are due by April 1st.**
- **No more than 2 administrators will be granted leave in any given summer**
- **An individual may be awarded this opportunity more than once in a PRAA contract period given the number and quality of applications.**
- **This leave is intended for exceptional opportunities of professional learning directly related to the administrator's role within the district. An administrator may not accept remuneration from an agency other than the Princeton Board of Education for services rendered via this leave.**

E. Other leaves of absence without loss of pay may be granted by the Board for good reasons.

ARTICLE 9

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

A. Temporary Disability

1. Leave for temporary disability is defined as the period of time an administrator is unable to perform his/her duties due to a disability. During said period of disability, the affected administrator may elect to use accumulated sick leave for any or all of the period.
2. The duration of a leave, the level of compensation, if any, and the continuation of fringe benefits, if any, shall be considered on a case-by-case basis.
3. During the period of medically certified temporary disability leave, an administrator shall continue to receive medical, dental, and prescription drug benefits for up to one (1) full year from the commencement of said leave.

B. Pregnancy Leave

1. Leave for temporary disability related to pregnancy shall be granted, subject to the following conditions:
 - a. The administrator shall notify the Superintendent of the pregnancy as soon as possible after medical confirmation, but no less than sixty (60) days prior to the anticipated commencement of the leave unless precluded by medical events.
 - b. Upon request, the administrator will provide a physician's statement confirming the pregnancy and the anticipated date of birth.
 - c. Said leave shall be granted by the Board upon standard medical certification for a period of twenty (20) working days before and twenty (20) working days after the anticipated date of birth. Additional temporary disability leave related to pregnancy may be granted upon special medical certification supporting the necessity for leave in excess of twenty (20) working days before and twenty (20) working days after the anticipated date of birth.
2. No administrator shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. A statement from her physician stating she is physically able to return to duty may be required by the Board.
3. An administrator's return date of employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related cause. If the requested extension of the return date is for other than the September opening or the beginning of second semester, the parties

may adjust the date in consideration of both medical evidence and administrative feasibility.

4. A leave of absence granted a nontenured administrator hereunder may not be extended beyond the end of the contract year in which the leave is obtained.
5. No administrator shall be removed from her duties during pregnancy except upon the following:
 - a. The Board has found that her performance has noticeably declined.
 - b. The pregnant administrator is found to be medically unable to continue in her position by her own physician and the Board's physician, or, where these physicians disagree, by a physician, jointly selected by the Board and the administrator, whose medical opinion shall be final and binding.
 - c. Any other just cause.

C. Child-Rearing/Adoption Leave

1. Child-rearing/adoption leave is leave without pay for either male or female administrators for the purpose of providing child care.
2. Said leave shall commence upon the termination of a temporary disability leave related to pregnancy or upon receiving *de facto* custody of an infant or preschool child. The administrator shall advise the Superintendent as soon as practicable prior to assuming the custody of the child.
 - a. Exact dates of the leave will be arranged, if possible, to coincide with the end of the semester. However, the parties may arrange other mutually acceptable leave dates.
 - b. An administrator's return date of employment shall be extended for a reasonable period of time at his/her request for reasons associated with the needs of the child. If the requested extension of return date is for other than the September opening or the beginning of the second semester, the parties may adjust the date in consideration of administrative feasibility.
 - c. Said leave of absence granted to a nontenured administrator may not be extended beyond the end of the contract year in which the leave is obtained.

D. Additional Leaves

1. The following leaves may be granted without pay upon recommendation of the Superintendent and approval of the Board.
 - a. A leave of absence without pay of up to two (2) years may be granted to any administrator who joins the Peace Corps, VISTA, National Teacher Corps or

serves as an exchange administrator or overseas administrator and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

- b. A tenured administrator may be granted a leave of absence without pay for an academic year if the administrator has worked in the district for seven (7) years as an administrator and gives written notice by the date of submission of the budget to the County Superintendent. The application shall be made to the Superintendent with a copy to the Board of Education.
- c. An administrator on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university, private school, or other public school district.
- d. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the administrator's immediate family upon the recommendation of the Superintendent, whose decision shall be grievable to the Board level, but not arbitrable. Additional leave may be granted at the discretion of the Board.

2. Other leaves of absence without pay may be granted by the Board for good reason.

E. Leave Application

All applications and responses for leaves shall be presented in writing on forms provided.

F. Return From Leave

- 1. Personnel returning from a personal leave will be placed on the latest salary guide with administrators of equal training and experience. No experience credit will be granted for the period of leave.
- 2. Upon return from leave, an administrator shall have his/her unused accumulated sick leave restored. The administrator shall be assigned to the same or substantially equivalent position as that held at the time said leave commenced.
- 3. Upon return from leave granted pursuant to Sections D.1.a., D.1.b., and D.2. of this ARTICLE, an administrator shall be considered as if (s)he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level (s)he should have achieved if (s)he had not been absent.

G. Time spent on any unpaid leave of absence in excess of thirty (30) days shall not count toward the fulfillment of time requirements for acquiring tenure nor for advanced placement on the salary guide.

H. Notification

In connection with all leaves taken pursuant to this ARTICLE, on or before March 1 of the school year preceding the one in which the administrator desires to return from said leave, the administrator shall indicate to the Board, in writing, that (s)he intends to return the following July. Failure to so notify the Board will be deemed to be a waiver by the administrator of his/her right to return from leave that year. Said leave may then be extended an additional year, but in no case shall the total leave exceed two (2) years.

- I. Where applicable, the parties' rights and obligations shall be governed by the state and federal Family and Medical Leave Acts, which shall be distributed to unit members.
- J. If a salary guide is established, administrators must work one-half of the academic year (by January 1) to be eligible for movement on the salary guide.

ARTICLE 10

INSURANCE PROTECTION

- A. The Board agrees to provide individual and family coverage for hospital/surgical, prescription, and major-medical protection which shall be available to each employee. The Board agrees to provide employee and/or employee-plus-one coverage in a dental program.
- B. Health and major-medical coverage will be provided through either Horizon BCBSNJ, Aetna US Healthcare, or Oxford Health Plans. Prescription drug coverage will be provided through Advance PCS, a subsidiary of Horizon BCBSNJ. The health insurance program shall remove all first-dollar benefits but maintain the deductible at \$100/\$200.
- C.
 1. Employees with tenure receiving longevity pay in Appendix D, effective July 1, 2002, shall pay one month's premium per annum of the actual cost of his/her respective medical insurance coverage for that year. The administrator's share of this premium payment shall be deducted in equal installments throughout the year.
 2. The Board agrees to a cost containment provision regarding the employee contribution toward insurance coverage noted above. The Board, in each year of the contract, agrees to limit any increase in the employee contribution to a 10 percent cap increase each year with the Board paying for any premium increase beyond 10 percent.
- D. **The prescription drug co-payment for 2005-06 shall be \$0-Mail order; \$10-generic, \$15- brand name. For 2006-08 the prescription drug co-payment shall be 1 times the retail (\$10)-mail order; \$10-generic; \$15-name brand. The prescription co-payment may not be used toward satisfying the annual deductible and is not eligible for coinsurance.**
- E. It shall be the employee's responsibility to enroll in and revise his/her medical program coverage in accordance with the needs of his/her family.
- F. Except as provided in ARTICLE 9, Section A.3., individuals on leave without pay have the privilege of being covered under the group plans through COBRA upon payment of the appropriate premiums.
- G. Employees may elect to continue the group health-insurance and major-medical coverage at retirement upon the payment of the appropriate premiums. The cost and method of paying premiums will be determined by the carrier.
- H. The Board shall have the right, after notification to and consultation with the Association, to change insurance carriers so long as the same or substantially similar or increased benefits are provided.

- I. Employees with family coverage who switch to single coverage and enroll in hospital/surgical, prescription, and major-medical protection shall be paid **\$3,000**. This payment shall be **\$1500** in January and **\$1500** in June in each year of the contract for which the employee is eligible.

- J. Employees who opt out of all benefits--hospital/surgical, prescription, major-medical, and dental protection--shall be paid **\$4,000**. This payment shall be **\$2,000** in January and **\$2,000** in June in each year of the contract for which the employee is eligible. Employees can reenter during any open enrollment period or at the time of a loss of coverage due to a life event.

ARTICLE 11

SALARIES

A. Salary Ranges

1. **Please see appendices B and C.**

B. Payment of Salaries

1. Administrators shall be paid in equal semimonthly installments.
2. When a payday falls on or during a holiday, vacation, or weekend, administrators shall receive their paychecks on the last previous workday.
3. Administrators may individually elect to have their entire paycheck deposited directly to an account in any bank recognized by the National Automated Clearinghouse Association.

C. Salary Notification

Notification of salary status for the ensuing year must be made no later than April 30, or ten (10) workdays following ratification of the Agreement, whichever is later.

D. Salaries of New Administrators

1. The annual salary shall be prorated on the ratio of the days to be worked to the established work year.
2. Payment of the salary to a new administrator shall begin on the first payday following the date on which the administrator assumes the duties of the position.
3. The executive officers of PRAA shall be consulted by the Superintendent in regard to the placement of any new administrator on the guide prior to recommendation to the Board. No newly hired administrator shall be placed on the salary guide at a salary higher than any incumbent in a like title.

E. Payment at Retirement

Upon retirement, administrators shall be paid for 100 percent of unused accumulated sick-leave days at the rate of \$100/day up to a maximum of **\$20,000**.

For employees who retire during the school year, the unused sick leave from the days credited during that year shall be prorated on the basis of the full calendar months worked for the purpose of calculating the payment.

F. Longevity

A longevity payment as defined herein shall be added to an administrator's salary when (s)he has completed the defined years of service as an employee in the Princeton Regional Schools and when (s)he is presently working as an administrator in the Princeton Regional Schools as listed in Appendix D.

G. Purchase of Service Credit

An administrator choosing to use a portion of his/her annual base salary to purchase service credit in the New Jersey Teachers' Pension and Annuity Fund must provide written authorization to the Business Office indicating the amount to be sent and the date the transaction is authorized. The maximum amount that may be allocated for this purpose may not exceed the amount that would have been paid to the administrator under the "Payment at Retirement" provision (ARTICLE 11, Section E) had the administrator retired at the end of the previous contract year.

NOTE: Annual salary and longevity are pensionable and are credited on July 1 for each contract year.

ARTICLE 12

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself all powers and authority over matters of educational policy and management responsibility as vested in it by law, and its use of judgment and discretion in connection therewith shall be limited only by this Agreement and then only to the extent that it deals with terms and conditions of employment and is otherwise in conformance with the constitution and laws of New Jersey.
- B. Whenever language in other clauses of this Agreement appears to modify or restrict the jurisdiction and authority of the Board as set forth in this ARTICLE, such other language shall be construed in the light of this ARTICLE and of the statutory powers and responsibilities of the Board in operating the schools of the district.
- C. The Board will continue its practice of consulting with PRAA through its Superintendent on subjects being negotiated with other employee groups which may directly affect the administrators as managers.

ARTICLE 13

COMPLAINT PROCEDURE

For purposes of this ARTICLE, the supervisor for principals and directors will be the Assistant Superintendent for Curriculum and Instruction, the supervisor for assistant principals will be the building principals, and the supervisor for all supervisors will be the Assistant Superintendent for Curriculum and Instruction.

A. The Board and the Association agree that when a community member questions a practice or decision made by an administrator, the most appropriate and constructive way to begin to deal with the question is to bring it to the attention of the administrator. Accordingly, any comments concerning the quality of performance of an administrator made to any member of the Board by any parent, student, or other person shall be processed according to the procedure outlined below. The immediate supervisor shall meet with the administrator to apprise the administrator of the full nature of the complaint, and they shall attempt to resolve the matter informally. If the matter cannot be resolved informally, the supervisor shall provide the administrator with a written statement of the complaint, and the complaint procedure listed in Steps 1-4 below shall be followed. The administrator shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

B. Procedure

1. Step 1 In the event a complaint is not resolved to the satisfaction of all parties, the administrator may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed upon, the complaint shall move to Step 2.

2. Step 2

Any complaint unresolved under Step 1 shall be reviewed by the Superintendent, who shall confer with all parties in an attempt to resolve the matter to the satisfaction of all parties concerned.

3. Step 3

If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of the investigation along with a recommendation, in writing, to the Board and shall give copies to all parties concerned.

4. Step 4

After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE 14

SUPPORT FOR PROFESSIONAL DEVELOPMENT

A. Administrative Provisions

1. To assist administrators in keeping abreast of current developments in education and in improving their administrative skills, the Board agrees to provide up to **\$4,000 per year for professional growth programs, lease or purchase of computers one per contract cycle, related tech equipment**, and professional obligations such as memberships, conferences, and professional subscriptions and books. After a minimum of two years as an administrator in the district, the administrator will own the computer and related equipment. Expenditure for other purposes must have the prior written approval of the Superintendent. **All purchase orders must be submitted to the Business Administrator by May 1st of each year and cannot be open-ended “blanket” purchase orders; must be requisitions for specific items or registrations.**

2. Tuition Reimbursement

The Board will establish a tuition reimbursement pool of **\$4,000 in 2005-06, \$4,000 in 2006-07 and 2007-08** (July 1-June 30). Reimbursement shall be made at the end of each year based upon the number of people/courses eligible for reimbursement. To be eligible for reimbursement, an administrator can apply for up to two courses per year, at an accredited institution, at the graduate level, subject to prior approval of the Superintendent of Schools.

B. Professional Services Reimbursement

The Board will provide every year **\$450 of financial services and/or medical services for the employee that are not covered or reimbursed by health insurance**. Eye exams and glasses are not included in this provision.

C. Nonresident Administrator’s Children Attending Princeton Regional Schools

1. Children of nonresident full-time administrators hired on or before June 30, 1996, shall be permitted to attend Princeton Regional Schools, regular tuition-free in all grades. Full-time administrators hired on or after July 1, 1996, shall pay \$1,500 per child per year in regular tuition for their nonresident child(ren) to attend the Princeton Regional Schools.
2. Starting July 1, 2003, all full-time administrators shall pay \$1,500 per child per year plus any cost above regular tuition. This amount shall not exceed the average per pupil expenditure for that grade.
3. A nonresident child enrolled in the school system shall be permitted to continue to attend despite the subsequent death of the administrator parent until the end

of the school year. Children of administrators who have resigned, terminated, or who are RIF'd shall be permitted to complete the school year.

4. Any child who is newly identified after July 1, 2002, as eligible for special education services will be required to pay the difference between the average pupil cost and special education cost of the child starting in the 2003-04 school year.
5. Any nonresident administrator whose child is currently identified as eligible for special education services must decide by June 30 prior to each school year as to whether to continue in district by paying the difference between the average pupil cost and the special education cost of the child or leaving the district.

D. Discussion of Personnel Matters

Neither the Board nor the Association shall engage in discussion of a personnel matter relating to an individual administrator at public meetings or with the press unless the individual administrator waives his/her right of confidentiality.

E. Separability and Savings

If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Fully Bargained Provisions

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer-Employee Relations Act.

G. Miscellaneous Provision

Any individual contract between the Board and an individual administrator heretofore or hereafter executed shall be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 15

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, **2005**, and shall continue in effect until June 30, **2008**. It shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing by mutual consent of the Association and the Board.

- B. In witness whereof, the parties hereto have caused this Agreement to be signed by respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PRINCETON REGIONAL ADMINI-
STRATORS' ASSOCIATION

BOARD OF EDUCATION OF THE
PRINCETON REGIONAL SCHOOL
DISTRICT

President

President

Vice President

Superintendent of Schools

APPENDIX A

ADMINISTRATOR: DEFINITION

The primary obligation of the school system is to provide educational services for the children of the community. In meeting this obligation, the school staff must engage in a variety of activities which are designed both (1) to provide direct services for the group of students enrolled in the schools at any time and (2) to improve the quality of educational services for present and future students. The administrative staff is that group of staff members who provide the link between the Superintendent of Schools and the instructional staff in meeting the school's dual responsibility to the community.

An administrator is a professionally certified staff member whose primary function is to provide leadership and supporting services to instructional staff on a full-time and continuing basis in any of the ways listed under "A" and according to any organization listed under "B."

A. Function

1. Involvement of instructional staff in examination and redefinition of educational objectives within limits set by the Board of Education and the Superintendent of Schools.
2. Involvement of instructional staff in assessment of educational needs of students.
3. Provision and development of resources related to implementation of instructional programs and activities.

The primary function of a particular staff member should be determined on the basis of intent or purpose of his/her employment, as indicated by the Superintendent of Schools and as governed under the statutes of Title 18A. Where there is a question concerning the primary function, the Superintendent's judgment should be in consultation with administrative staff.

In determining the individual to be represented by the Association, ARTICLE 1, Recognition, of this Agreement shall be binding. Any changes in said ARTICLE can be effected only by mutual agreement of the Board and the Association.

B. Organization

The organizational structure for administrator/supervisor accountability shall be in accordance with school Board policy and state regulations. The performance evaluation of all PRAA members shall be in accordance with school Board policy and state regulations.

APPENDIX B

SALARIES INCLUSIVE OF LONGEVITY

| <u>EMPLOYEE</u> | <u>2005-06 POSITION</u> | <u>2005-06</u> | <u>2006-07</u> | <u>2007-08</u> |
|------------------------|--------------------------------|-----------------------|-----------------------|-----------------------|
| Cirullo, William | Principal--RS | 139,942 | 145,550 | 150,746 |
| Ginsberg, Robert | Principal--JP | 137,742 | 142,750 | 147,946 |
| Goldman, Sharon | Principal--CP | 129,738 | 134,556 | 140,505 |
| Harkness, Lynne | Asst. Principal--JW | 117,013 | 121,244 | 125,633 |
| Highland, Harvey | Asst. Principal--HS | 115,462 | 119,745 | 125,139 |
| Inverso, Julianne | Asst. Principal--HS | 114,730 | 119,936 | 124,351 |
| Johnson, William | Principal--JW | 147,152 | 152,452 | 158,552 |
| Annie Kosek | Principal--LB | 119,019 | 123,435 | 128,017 |
| Robert Longo | Supv.--Soc. Studies/Bus. | 105,934 | 109,859 | 113,932 |
| Lehet, Bonnie | Supv.--Math K-12 | 118,843 | 124,203 | 128,778 |
| John Miranda | Athletic Director | 94,823 | 98,379 | 103,318 |
| O'Breza, Barbara | Supv.--Lang. Arts K-12 | 120,140 | 124,563 | 130,151 |
| Lynn O'Grady | Guidance Director | 105,793 | 109,678 | 114,708 |
| Priscilla Russel | Supv.--World Languages | 107,793 | 112,678 | 116,708 |
| Shaw, Linda | Supv.--Visual & Perf. Arts | 113,043 | 117,065 | 121,237 |
| Gary Snyder | Principal--HS | 137,557 | 142,668 | 147,972 |
| Sprague, Cherry | Supv.--Science K-12 | 121,888 | 126,241 | 130,757 |

NOTE: The Board retains its statutory right to deny an increase.

APPENDIX C

BASE SALARIES (WITHOUT LONGEVITY)

| <u>EMPLOYEE</u> | <u>2005-06 POSITION</u> | <u>2005-06</u> | <u>2006-07</u> | <u>2007-08</u> |
|------------------------|--------------------------------|-----------------------|-----------------------|-----------------------|
| Cirullo, William | Principal--RS | 133,542 | 138,550 | 143,746 |
| Ginsberg, Robert | Principal--JP | 133,542 | 138,550 | 143,746 |
| Goldman, Sharon | Principal--CP | 128,488 | 133,306 | 138,305 |
| Harkness, Lynne | Asst. Principal--JW | 112,813 | 117,044 | 121,433 |
| Highland, Harvey | Asst. Principal--HS | 114,212 | 118,495 | 122,939 |
| Inverso, Julianne | Asst. Principal--HS | 113,480 | 117,736 | 122,151 |
| Johnson, William | Principal--JW | 141,352 | 146,652 | 152,152 |
| Annie Kosek | Principal--LB | 117,769 | 122,185 | 126,767 |
| Lehet, Bonnie | Supv.--Math K-12 | 117,593 | 122,003 | 126,578 |
| Robert Longo | Supv.--Soc. Studies/Bus. | 104,684 | 108,609 | 112,682 |
| John Miranda | Athletic Director | 94,823 | 98,379 | 102,068 |
| O'Breza, Barbara | Supv.--Lang. Arts K-12 | 117,940 | 122,363 | 126,951 |
| Lynn O'Grady | Guidance Director | 103,593 | 107,478 | 111,508 |
| Priscilla Russel | Supv.--World Languages | 103,593 | 107,478 | 111,508 |
| Shaw, Linda | Supv.--Visual & Perf. Arts | 107,243 | 111,265 | 115,437 |
| Gary Snyder | Principal--HS | 136,307 | 141,418 | 146,722 |
| Sprague, Cherry | Supv.--Science K-12 | 116,088 | 120,441 | 124,957 |

NOTE: The Board retains its statutory right to deny an increase.

APPENDIX D

LONGEVITY

| <u>YEARS</u> | | <u>AMOUNT</u> |
|---------------------|----|----------------------|
| 2-5 | \$ | 1,250 |
| 6-10 | | 2,200 |
| 11-15 | | 3,200 |
| 16-20 | | 4,200 |
| 21-25 | | 5,200 |
| 26-30 | | 5,800 |
| 31-35 | | 6,400 |
| 36 & plus | | 7,000 |