

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

SUMMIT PRINCIPALS ASSOCIATION

AND

BOARD OF EDUCATION OF SUMMIT, NEW JERSEY

JULY 1, 2002 - JUNE 30, 2005

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PREAMBLE

This agreement is entered into on the first day of July, 2002, by and between the Summit Board of Education, Summit, New Jersey (hereinafter referred to as the "Board") and the Summit Principals Association (hereinafter referred to as the "Association").

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time administrators in the following job classifications:

High School Principal
Middle School Principal
Elementary School Principal
High School Assistant Principal
Middle School Assistant Principal

1.2 Definitions

Unless otherwise specified herein:

Employee -- The term, "employee," shall refer to all professional administrative employees represented by the Association in the collective bargaining unit as defined in Section 1.1 above.

Principal - The term "principal," shall refer to both principals and assistant principals.

References to either sex shall include members of the opposite sex.

ARTICLE II

NEGOTIATION PROCEDURE

2.1 Commencement of Collective Negotiations

The parties agree to enter into collective negotiations in accordance with the provisions of Chapter 123, Public Law of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees.

Negotiations shall commence in accordance with the rules of the Public Employment Relations Commission or later, if the parties agree, of each calendar year in which an agreement is subject to negotiation.

2.2 Negotiating Team Authority

The parties mutually agree that their respective negotiating representatives shall be clothed with all necessary power and authority to make proposals, consider proposals presented by the other party, and make counterproposals in the course of collective negotiations. It is understood and agreed that the parties' representatives have power and authority only to reach tentative agreement and that the full Board and the membership of the Association, respectively, reserve the right to ratify or reject any tentative agreement.

2.3 Modification - Understanding of Parties

This agreement constitutes and 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 to it shall be required to negotiate with respect to any of the matters covered by this agreement or discussed or referred to, orally or in writing, during the negotiations that preceded the execution of this agreement.

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.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Definitions

The term, "grievance," shall mean any alleged violation of this written agreement, existing written Board policy or written administrative decisions pertaining thereto, and controversy or dispute with respect to their interpretation or application, affecting employees' terms and conditions of employment.

The term "grievance," shall not include any of the following:

- a. a complaint regarding any matter as to which the Board does not have legal authority to act;
- b. a complaint regarding any matter as to which a statutory remedy is available (exclusive of the State Commissioner of Education's jurisdiction under N.J.S.A. 18A:6-9);
- c. a complaint of a non-tenured employee which arises by reason of his not being reemployed;
- d. any rule or regulation of the New Jersey State Board of Education or of the State Commissioner of Education.

The term, "day," shall mean for the purposes of this Article working days, exclusive of Saturdays, Sundays, and Holidays.

3.2 Purpose

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, resolution of any differences which may arise from time to time concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by this Agreement. It is agreed that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the Procedure.

Nothing contained herein shall be construed as limiting the right of any principal who has a personal grievance to discuss the matter informally with any appropriate member of the administration and to have such individual grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of any agreement between the Board and the Association.

Both the Association and the Board have the right to use the provisions of this Article. Accordingly, grievances may be processed hereunder by the aggrieved employee, the Association on behalf of such employee or an affected group of employees, or the Board.

3.3 Procedure

Any principal shall have the right to grieve in accordance with the provisions of this Article. He may present his own grievance or may designate, in writing, a representative of the Association to appear with or for him at any level in the Grievance procedure.

To be considered under this procedure, an employee must initiate a grievance within 10 days after the grievance arises or after the aggrieved employee may reasonably be presumed to have had knowledge of the matter causing the grievance.

All of the time limitations set forth in this Article are of the Essence and not merely procedural. No Grievance shall be entertained or further processed unless it is filed within the applicable, specified time limits. Since time is of the essence, grievances should be processed as rapidly as practicable.

Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to this next level. Failure of an aggrieved party at any level of this Procedure to appeal a grievance to the next level within the specified time limit shall be deemed to constitute acceptance of the decision at that level.

In the event a grievance is filed at such time that it cannot be processed through all the levels of the Grievance Procedure prior to the conclusion of the school year (June 30) and, if left unresolved until the start of

the ensuing school year, could result in irreparable harm to the grievant, the time limits set forth herein may be reduced by mutual agreement so that the applicable levels of the Grievance Procedure may be resorted to prior to the end of the school term or as soon thereafter as it practicable.

A grievance shall only be processed, and decisions shall be rendered to the extent practicable, only on the approved forms mutually agreed upon by the parties. (Attachment I)

All decisions rendered at levels Two and Three shall be in writing, setting forth the decision and its findings of fact, reasons and conclusions. Each such decision and its findings of fact, reasons and conclusions shall be promptly transmitted to all parties in interest, and to the President of the Association.

3.4 Sequence of Procedural Steps for Resolving Grievances

LEVEL ONE

An aggrieved employee shall initiate his grievance by first discussing it with an immediate superior, with the objective of resolving the matter informally and expeditiously. The immediate superior shall meet with the grievant within 5 days after receiving written or oral notice of the grievance and shall render his decision within 5 days after they meet. The term, "immediate superior," as used in this subsection's Level One, shall mean the Superintendent of Schools, and in the instance of an assistant principal, the building principal to whom he directly reports.

LEVEL TWO

If after informally discussing the matter with an immediate superior, the grievant is not satisfied with the disposition of his grievance at Level One, he may formally present his grievance in writing to the Superintendent within 5 days after receiving the decision at Level One, or within 15 days after the grievance was presented to an immediate superior, whichever is earlier. The grievance must be submitted on a properly signed and completed grievance form.

At the time of the submission of the grievance in written form, either party may request a meeting to discuss the merits of the grievance.

The Superintendent's written decision upon the requisite form shall be rendered within 10 days after the formal grievance was delivered to him.

LEVEL THREE

If the grievant is not satisfied with the disposition of his grievance at Level Two, or if no written decision is rendered within 10 days after delivery of the grievance to the Superintendent, the grievant may present his written grievance upon the prescribed Grievance Form to the Board by submitting it to the Board Secretary within 5 days after delivery of the decision of the Superintendent to him, or within 15 days after the grievance was delivered to the Superintendent, whichever was earlier.

At the time the grievance is submitted in written form, either party may request a meeting to discuss the grievance. If such request is made, a time and date for the meeting with the Grievance Committee of the Board shall be set by mutual agreement. The Board's Grievance Committee shall consist of not more than 3 Board members.

After considering the merits of the grievance and conducting a hearing, if one is requested, the grievance committee shall submit its recommendations to the Board. The Board's decision shall be rendered in writing within 20 days after the hearing, if one is requested, or within 25 days of the submission of the grievance of the Board, if no hearing has been requested.

LEVEL FOUR

If the grievant is dissatisfied with the disposition of his grievance at Level Three, he may within 5 days after receipt of the Board's decision, or within 30 days of the submission of his grievance to the Board if no decision has been rendered, request that the Association submit his grievance to arbitration. If the Association concludes that the grievance is meritorious, it may submit the grievance to arbitration within 10 days after receipt of the grievants' request by submitting a demand for arbitration, pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, to the Board.

The Board shall have the right to request arbitration, pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, with respect to any Board-Initiated grievance within 10 days following a determination by the Association at the prior level of the Grievance Procedure.

The only grievances which may be arbitrated are those alleging that there has been a violation of the express written provisions of the Agreement. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of Board policies or administrative decisions affecting terms and conditions of employment or of statutes or governmental rules and regulations affecting terms and conditions of employment.

The jurisdiction of the arbitrator shall be restricted to the specific issues submitted to him, and he shall have no authority to add to, subtract from, or otherwise modify any of the provisions of the Agreement. Consideration of the grievance by the parties at the previous levels of the Grievance Procedure does not constitute a waiver of the express limitations herein placed upon the jurisdiction and authority of the arbitrator.

The decision of the arbitrator shall only be advisory in nature. In rendering his decision, the arbitrator shall be bound by the judicial decisions and the laws and governmental regulations of the State of New Jersey and of the United States.

Failure of the Association or the Board, as the case may be, to file its demand for arbitration within the time limits specified in this Article shall constitute a complete bar to such arbitration.

In the event of arbitration, the costs of the arbitrator's services and expenses shall be borne equally by the Board and the Association. All other expenses incurred, including, but not limited to the presentation of witnesses and exhibits, shall be paid by the party incurring the expense.

3.5 Board-Initiated Grievances

Grievances initiated by the Board shall be filed by the Board Secretary in writing with the Executive Board of the Association within 10

days after the grievance arises or after the Board may reasonably presume to have had knowledge of the matter giving rise to the grievance.

At the time of the Board's submission of its grievance, either party may request a meeting to discuss the grievance. If such a request is made, a time and date for the meeting shall be set by mutual agreement. Such a meeting shall be held between the designated representatives of the Board and Association within 10 days of the request in an earnest effort to adjust the differences between the parties. In the event the parties are unable to resolve their differences, the Board shall have the right to request arbitration in accordance with the terms and conditions of Section 3.4 of this article pertaining to arbitration.

3.6 Miscellaneous

All documents, communications, and other written records relating to 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 employee participants.

The prescribed forms for filing grievances shall, insofar as practicable, be given appropriated distribution to facilitate resort to the grievance procedure.

Except as may be otherwise provided by law or governmental regulations, no meetings or hearings under this Grievance Procedure shall be conducted in public. Each such meeting and hearing shall include only the parties in interest, and their designated or selected representatives heretofore referred to in this article, and necessary witnesses.

No principal shall have the right to refuse to observe any administrative regulation, procedure, or directive, or any board policy, on the ground that he has instituted a grievance. All principals, including any aggrieved person, shall continue to adhere to such regulations, procedures, directives and policies and follow the directions of the Superintendent, regardless of the pendency of a grievance.

ARTICLE IV

ADMINISTRATOR RIGHTS

4.1 Personnel file

A. The central office shall maintain an official Personnel file for every employee and shall make reasonable effort to keep the same accurate.

B. Within two (2) working days of a request, an employee may personally examine his/her file at a mutually convenient time during business hours. At the option of such employee, one representative of the Association may also be present. The Superintendent or his representative shall be present during such examination; references or credentials solicited under conditions of confidentiality shall be excluded from review by the employee.

C. The employees shall also have the right to submit to the Superintendent or designee a written response to any material contained therein, this response shall be included in his Personnel File.

D. An employee may request the Superintendent to review any disciplinary material on or after the fifth anniversary of its placement in his Personnel File, and such material shall be removed if the Superintendent finds that it is no longer required. In the event the employee disagrees with the Superintendent's determination, he may grieve that decision to the Board of Education (Level Three). The determination of the Board is final and shall not be arbitrable. This provision shall not apply to formal evaluations.

E. The employee may request the Superintendent to remove any material from his Personnel File that he considers inappropriate, other than disciplinary material governed by the provisions of the preceding paragraph.

4.2 Written Accounting

Administrators shall be given a written accounting of their unused sick days no later than October 15 of each school year.

4.3 Mail Facilities

The Association may make reasonable use of the mail system which is internal to the district, provided that such use is for official Association business.

4.4 Fair Dismissal Procedure

A. Contract Renewal

On or before April 30 of each year, the Board shall give to each non-tenured administrator, continuously employed since the preceding September 30, either:

1. a written offer of a contract for reemployment for the next succeeding year; or,
2. a written notice that such employment shall not be offered

B. Request for Reasons

Any non-tenured principal who receives a notice of non-reemployment may within 15 calendar days thereafter request, in writing, a statement of reasons for such non-reemployment, which statement shall be given to the principal in writing within 30 calendar days after receipt of such request.

C. Informal Appearance Before the Board

Any non-tenured full-time principal shall be entitled to an informal appearance before the Board, provided his written request for the informal appearance is received by the Secretary of the Board within 10 calendar days after the principal receives a written statement of reasons for non-reemployment.

The Board will schedule a private, informal appearance within 20 calendar days after the receipt of the request by its Secretary.

The informal appearance before the Board is not an adversarial proceeding; it will be private; the principal may be represented by counsel or an individual of his own choice before the Board and may present witnesses; witnesses need not present testimony under oath and will not be subject to cross-examination; witnesses will be called individually and excused after making their statements.

D. Board Determination

The Board shall notify the affected employee of its determination in writing as to the reemployment or non-reemployment of said non-tenured full-time principal for the next succeeding school year within 3 calendar days after the completion of the informal appearance.

The determination of the Board is final and shall not be grievable.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

5.1 Information

The Board agrees to furnish to the Association in response to its requests from time to time available public information reasonably required to permit the Association to represent its membership effectively in collective bargaining negotiations and in the processing of complaints and grievances.

5.2 Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during school hours in collective negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay and/or benefits.

5.3 Use of School Buildings

Members of the Association shall be permitted to transact Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations or the execution, in good faith, of normal professional responsibilities.

5.4 Use of School Equipment

The Association may make reasonable use of school equipment, provided such use is within the normal operational functions of the Association and provided further that such use does not impede any of the functions of the District. The Association will assume liability for any damage to any such equipment or injury to any person occurring during its use.

The Association shall supply at its own cost all material, stationary, personnel services, and supplies required for the administrative, financial, or operational functions of the Association.

5.5 Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, as defined in the unit, and to no other organization.

ARTICLE VI
COMMUNICATIONS

6.1 **Organization**

Among its purposes, the Association will work to establish and maintain open lines of communication with both the Superintendent and the Board of Education.

6.2 **Meetings with the Superintendent**

Meetings between the Association and the Superintendent on Association business may be scheduled at the request of either party at mutually convenient times.

6.3 **Meetings with Membership and Board of Education**

There shall be a minimum of one meeting per year between the full membership of the Association and the Communication Committee of the Board of Education. Meetings shall be scheduled at mutually convenient times, and their purpose will be to provide opportunities to discuss district concerns.

ARTICLE VII

EVALUATION

7.1 Knowledge of Evaluation

The Board of Education and the Superintendent subscribe to the concepts that an employee has the right to know his superior's judgment of his performance and that he is entitled to receive recommendations that will assist him in increasing the effectiveness of his performance.

7.2 Evaluation Procedures

A. There shall be a minimum of 4 observations per year for each nontenured employee, and a minimum of 2 observations per year for each tenured employee. Observations shall occur at least twice each semester for nontenured employees and once per semester for tenured membership. For the SPA membership, the term observation is defined as a "regularly scheduled meeting (at least 20 minutes in duration) between the SPA member and the immediate supervisor." In addition, an annual written summary evaluation and conference shall be conducted for each employee. As part of the annual summary evaluation, each member will provide the immediate supervisor with a written self appraisal. The appraisal should include progress related to that year's professional improvement plan and suggested targets for the following year's PIP.

B. Such observations and evaluations shall be conducted in the manner prescribed by applicable law and New Jersey Administrative Code regulations. Any evaluations of an administrator's performance which are included in the annual written summary shall be shared in writing with the employee.

C. Personal/professional objectives shall, to the extent practicable, be limited in number and reflective of the 3 most important areas of concern. The term, "Personal/professional objectives," shall not include school or district objectives or the elements of the job description. A principal shall not be asked to respond in writing to any personal/professional objectives other than those designated in the annual written summary evaluation report.

D. The building principal shall be responsible for developing the written evaluation of any assistant principal directly reporting to him.

E. Any employee may appeal his formal evaluation to the Board of Education (Level Three). The determination of the Board is final and shall not be arbitrable.

7.3 Copies of the Evaluation Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation have been made known to him. Such signed evaluation shall be placed in the employee's Personnel File, and he shall receive a copy of each such evaluation.

ARTICLE VII
LEAVE OF ABSENCE

8.1 Personal Illness

A. Sick leave is defined to mean absence of an employee from his post of duty because of personal disability resulting due to illness or injury or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his immediate household.

B. Sick leave with full pay during any school year shall be granted employees of the Board as follows:

1. Employees with up to three (3) years of service -
10 school days
2. Employees who have completed (3) years of service -
20 school days

C. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.

8.2 Illness in the Family

For absence due to serious illness of any relative living in the employee's immediate household, or of a relative for whom the employee is responsible, which illness reasonably requires the presence of the employee, full pay for not more than five school days in each school year may be paid to the employee at the discretion of the Superintendent. In the event that the employee disagrees with the Superintendent's decision, he may grieve that decision to the Board of Education.

8.3 Quarantine in Contagious Disease

If the quarantine referred to in Subsection 8.1.A of this Article is not because of personal illness, the employee shall be allowed full pay, providing a certificate from the health office of the community or from a school physician is presented and filed with the Superintendent. When the quarantine is because of personal illness, Section 8.1 of this Article shall apply.

8.4 Death

A. Absence because of death in the employee's immediate family shall be allowed with full pay for a period not exceeding the 5 days in each such case. The term "immediate family," shall mean the employee's spouses and the children, parents, grandparents, brothers and sisters of the employee or his spouse.

B. Absences resulting from the death of other relatives or friends may be allowed at the discretion of the Superintendent.

8.5 School Business

Leave of absence without pay may be granted for school business if prior application is made in writing to, and approved at his discretion by, the Superintendent.

8.6 Board Review

On the recommendation of the Superintendent, absence in excess of that referred to in Sections 8.2 through 8.5 of this Article shall be reviewed by the Board for special consideration. There shall, however, be no deviation from these requirements, except when approved by the affirmative vote of a majority of the members of the Board.

8.7 Absence for Personal Reasons

A. Absence for personal reasons will be permitted without loss of salary, at the employer's discretion, only when the absence is necessitated by unexpected and/or exigent personal matters of importance which are impossible to accomplish outside of school hours.

B. Absence for personal reasons shall not be permitted for matters of convenience, entertainment, recreation, shopping, personal travel, college visitation, attendance at class reunions, to accompany a spouse on a business trip, or weddings of persons not members of the immediate family. (The term, "immediate family," is defined in Subsection 8.4.A of this Article.)

C. Absence for reasons not covered by the conditions of this policy will result in the loss of a full day's pay for each day absent, such pay to be determined by using the actual workdays for the elementary principal and 1/220 for a 12-month employee.

D. Written application for approval of absence for personal reasons must be made on the appropriate form to the Superintendent at least 5 school days prior to the intended absence. The 5 school day notice requirement shall only be waived in cases of emergency. The Superintendent shall promptly respond to the principal's request for such leave, using the approved form. In the event of a denial, the Association may, if the affected principal so requests, discuss the matter with the Superintendent, but may not grieve a denial.

Absence for personal reasons includes:

- 1.* attending college graduation day of the employee, his spouse or children;
2. closing of legal title on the employee's home;
3. transporting a member of the employee's immediate family to or from a hospital; (the term, "immediate family," is defined in Subsection 8.4.A of this Article)
4. processing of legal papers and essential related procedures for adoption of a child by the employee;

5. moving an employee's household, (a maximum of 2 days);
- 6.* attending the wedding of a member of the employee's immediate family; (the term, "immediate family," is defined in Subsection 8.4.A of this Article)
7. the employee's wedding, (a maximum of 3 days);
8. handling a legal matter involving an employee which can only be scheduled during working hours;
9. medical appointment of an employee which can only be scheduled during working hours;
10. legal, medical, or any other appointment within the meaning of 8.7.A, (a maximum of 1 day)

* An additional travel day can be allowed for these events when such additional time is shown to be essential.

Absences for personal reasons that deviate from those listed above in this section 8.7 may be approved if the absence is the result of an emergency situation which could not be avoided without a substantial personal hardship and where every reasonable effort to be present was made by the employee and failed. The reason for such an emergency absence must be documented in writing to the Superintendent, who may at his discretion recommend to the Board that it approve such absence, with or without payment of salary. Such recommendation shall be reviewed by the Board, but there shall be no deviation from the foregoing requirements of section 8.7, except when approved by the affirmative vote of a majority of the members of the Board.

8.8 Maternity and Child Rearing Leaves

A. The employee shall make written application for a maternity leave to the Superintendent in sufficient time (but in any event no less than 3 months prior to commencement of the leave) to permit adequate consideration and appropriate approval by the Board.

1. Requests for maternity leave shall be supported by a statement setting forth;
 - a. the duration of the leave
 - b. the date of departure
 - c. any supportive medical evidence, including the anticipated date of birth
2. During the period of maternity leave, the employee may use all or part of her accumulated sick-leave benefits.
3. Upon return from such leave, the employee shall be restored to the position which she occupied at the commencement of the leave, where administratively feasible.
4. Health, dental, life and long-term disability insurance, and retirement credit shall be continued, provided the employee continues to make her financial contributions in accordance with the terms of this Agreement and the applicable insurance contracts.
5. If there is any difference of medical opinion between the Board's physician and the employee's physician regarding the employee's physical condition, a physician selected jointly by the Board and the employee shall examine the employee and render a binding opinion regarding the employee's physical capacity to continue to perform her duties. The expense of any such examination by such third physician shall be shared equally by the Board and the employee.

B. Tenured employees may apply for child-rearing leave for a period not to exceed one full academic year following the academic year in which the leave commences.

1. The employee shall make a written application for a child rearing leave to the Superintendent in sufficient time (but in any event no less than 3 months prior to commencement of the leave) to permit adequate consideration and appropriate approval by the Board.
2. Such leave shall be without pay. There shall be no loss of seniority, and upon her return from such leave, the employee shall be restored to the position which she occupied at the commencement of her leave, where administratively feasible.
3. On or before March 1 of the year in which the employee desires to return from such leave, the employee shall notify the Board, in writing, of her intent to return in September. Failure to notify the Board in such timely manner shall be deemed a waiver of the employee's right to return.
4. In so far as practicable, a child rearing leave shall be arranged to begin and end with the school semester.

8.9 Extended Military Leave

A. An employee will be granted a military leave of absence for an extended period of time, without pay, upon written application to the Superintendent, insofar as practicable at least 60 days before the commencement of the leave, and upon filing a copy of the military orders with the Secretary of the Board. Any such extended leave must be renewed by the employee in writing if it extends beyond the end of one school year or exceeds one school year in duration.

B. The term, "an extended period of time," is defined for purposes of a military leave of absence as any period longer than 90 calendar days.

8.10 Extended Leave of Absence Without Pay

A. Application for Leave

1. A tenured employee may make written application for an extended leave of absence without pay to the Superintendent on the approved form. Such application shall be submitted on or before April 15 for an absence which is to commence at the start of the next succeeding fall semester, and on or before November 15 for an absence which is to commence at the start of the next succeeding spring semester, of the Summit school district. If the request is approved by the Board, such leave shall officially commence at the beginning of the next succeeding semester. If the extended leave of absence is, however, for a full school year, the employee must submit his application on or before April 15.
2. The Superintendent shall promptly notify each applicant in writing of the decision of the Board concerning his request for an extended leave of absence without pay.

B. Return to Active Duty

1. An employee who has been on extended leave of absence without pay for the first semester of any school year shall notify the Superintendent in writing on or before December first of that year of his intention to return to duty in the Summit school system at the start of the next succeeding semester. If the extended leave without pay has been granted for the second semester or for the entire school year, the employee shall notify the Superintendent in writing on or before April first of that year of his intention to return to active duty at the start of the next succeeding fall semester.
2. Failure of an employee on an extended leave of absence without pay to file such written notification of intention to return may be interpreted by the Superintendent as indicating that such employee does not wish to retain a connection with the Summit school system.

ARTICLE IX
HOLIDAYS AND VACATION

9.1 Elementary Principals

Elementary principals hired on or after September 1, 1997, shall be twelve month employees and they shall be subject to the provisions of 9.2 and 9.3, as revised herein.

Elementary principals hired before September 1, 1997, shall work the approved school calendar plus fifteen days before school starts and fifteen days after school ends. In addition, currently employed elementary principals shall work 181 days between September 1st and June 30th as defined for teachers by the school calendar. In total, elementary principals hired before September 1, 1997, shall work 211 days per year. Such elementary principals may work up to five other days during the school year when school is not in session and reduce the number of their summer work days, subject to the prior written approval of the Superintendent of Schools.

9.2 Twelve-month Employees

A. Twelve-month employees shall receive the following days off as holidays with pay:

Independence Day	Labor Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve	Christmas Day
New Years Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Designated Holiday
1/2 day before	1/2 day before
Christmas Eve*	Thanksgiving*

*when reflected in the school calendar

The Board will establish the day of observance of the twelve (12) paid holidays, including the designated holiday.

B. The paid holidays set forth in Subsection 9.1A of this Article are considered non-working days and shall not be included in the computation of vacation time.

C. Upon separation from service through resignation or retirement, an administrator shall receive pay for his earned but unused vacation days, which shall be calculated at the number of earned but unused vacation days in the current year plus a maximum of prior years' earned but unused vacation days equal to the annual allocation at the time of separation.

D. Upon the death of an administrator, his estate shall receive payment for his earned but unused vacation days as calculated in C above.

E. A twelve-month administrator who has earned but not used vacation days in excess of the amount calculated in C above shall lose such days at the end of each fiscal year.

9.3 Twelve-Month Administrator's Vacations

A twelve-month principal shall work the school fiscal year, July 1 through June 30, and shall be entitled to vacation in accordance with the following schedule:

Less than one year of service:	.2 school days per month
Completed one year of service or more, but less than 10 years of service:	25 school days
Completed 10 years of service or more, but less than 15 years of service:	27 school days
Completed 15 years of service or more:	30 days

The term, "service," shall mean the administrator's service as a full-time principal and/or assistant principal.

In the event that a twelve-month administrator does not complete employment for the fiscal year, the entitlement to vacation shall be pro-rated.

ARTICLE X
TRANSFER OF PERSONNEL

10.1 Transition

When the transfer of a principal is being considered by the Board, every reasonable effort shall be made to provide for a smooth transition.

10.2 Notice

Any principal who is to be transferred to another principalship shall be given a minimum of 90 calendar days notice, except in emergencies or situations beyond the control of the Superintendent.

ARTICLE XI
PROFESSIONAL DEVELOPMENT

11.1 Professional Dues

The Board recognizes the continuing contribution of certain national professional employee organizations to educational excellence. The Board will, accordingly, reimburse each employee, up to a maximum of \$110.00 per year, for annual membership dues paid by the employee to any of the following national employee professional associations:

The (National) Association for Supervision and Curriculum
Development (ASCD)

The (National) Association of Secondary School
Principals (NASSP)

The (National) Association of Elementary School
Principals (NAESP)

11.2 Approval for Courses of Study

Courses of study for which reimbursement will be requested must be approved, prior to registration for the course, by the Superintendent upon prior written application. Approval will be restricted to courses of study which will directly improve the competence and performance of the individual employee in meeting his administrative and professional responsibilities. Course work should be shaped to relate as much as possible to the individual's administrative assignment and/or to district objectives.

11.3 Reimbursement of Costs

The Board will provide reimbursement in the manner described below in section 11.5 of this Article to employees for costs incurred as a result of participation in approved college and university graduate courses at

accredited institutions, subject to the school district's established regulations, practices and limitations. Funds allocated for course reimbursement will, to the extent practicable, be divided into 3 budget periods coinciding with the trimester plan used by most colleges and universities.

11.4 Application for Reimbursement

Application for course reimbursement must be filed in writing in duplicate on the approved form with the Superintendent as soon as practicable, but no later than the following dates preceding the commencement of the course: August 15, December 15, May 15.

11.5 Terms of Reimbursement

A. Within the limitations of the budget, the Board agrees to provide a seventy-five percent (75%) reimbursement of the lower tuition of that of the employee's graduate school and the Rutgers graduate school. Employees continuously enrolled in a master/doctoral program prior to September 30, 1993, would not be subject to this Rutgers tuition rate limitation.

B. The Board will further provide 100% reimbursement for tuition costs, including the cost of books and fees, for specific courses that are:

1. taken at the written request of the Superintendent, or
2. taken, with the prior written approval of the Superintendent, to effect the implementation of a school district objective established by the Superintendent or the Board.

It is understood that the books for which reimbursement of costs is made shall be returned to the school district upon the completion of the course.

C. Reimbursement in the manner described in this Section 11.5 for costs of approved courses will require that the proper receipts and transcripts have been submitted to the Superintendent, that the transcripts show the successful completion of the course for which reimbursement is requested, that the employee is currently employed in the Summit school district.

11.6 Course Load Limitations for Reimbursement

Reimbursement in the manner described above in this Article will be provided for up to 18 semester hours in the period from September 1 of one year to August 31 of the following year, except that no more than 12 semester hours will be reimbursed during the academic year from September 1 through May 31.

There will be no reimbursement for courses which are subsidized by other funds (e.g., by a scholarship, grant, or fellowship).

11.7 Reimbursement for Conference Expenses

Each administrator shall receive **\$2,000** annually toward reimbursement for expenses related to attendance at conferences which have been previously approved by the Superintendent of Schools.

ARTICLE XII

MEDICAL AND DENTAL INSURANCE

12.1 The Board agrees with the Association to continue the medical and dental insurance provided by the existing Group Policy No. 323929. The Board and the Association acknowledge and understand that changes may be made to the current medical and dental insurance as provided by Group Policy No. 323929 during the term of this agreement. The Board and the Association agree that the insurance coverage provided under this policy shall be affected by any changes to this policy during the term of this agreement and that those changes shall be implemented upon notice to the Association. The requirement to satisfy a deductible of \$300.00 per individual and \$600.00 per family shall apply to all medical expenses.

12.2 The lifetime limit for Major Medical will be one million dollars (\$1,000,000).

12.3 All employees whose first day of employment shall be after January 1, 1996, or after the date of ratification of this agreement, whichever shall occur first, shall be enrolled in the Designated Provider Plan of the health benefit program in effect as of the date of this agreement.

12.4 The Board does, however, reserve the right to select or change at any time the insurance carrier, it being understood and agreed that the medical insurance protection thereafter provided shall be substantially equal to or greater than that provided under the pre-existing policies on the date the new policy or policies take effect, and that any such selection or change in the insurance carrier shall become effective only upon agreement thereto by the Association.

12.5 Those employees with ten (10) or more years of full-time service in the district who retire or resign on or after June 30, 2002, shall be eligible for payments from the Board in the form of reimbursement to them for health insurance premiums covering basic hospitalization and major medical insurance (but excluding prescriptions, optical or dental insurance coverage).

The maximum annual reimbursement shall be **Four Thousand Three Hundred Thirty Four Dollars (\$4,334)** for those who retire in 2002-2003, **Four Thousand Six Hundred Sixty Seven Dollars (\$4,667)** for those who retire in 2003-2004, and **Five Thousand Dollars (\$5,000)** for those who retire in 2004-2005. Failure to provide written notice to the Business

Office by December 1st in the year of the retirement will delay the first payment one year. The maximum lifetime eligibility shall be a total of Thirteen Thousand Dollars (\$13,000) for those who retire in 2002-2003, Fourteen Thousand Dollars (\$14,000) for those who retire in 2003-2004, and Fifteen Thousand Dollars (\$15,000) for those who retire in 2004-2005.

The maximum eligibility shall be determined for each employee by ascertaining the number of unused accumulated sick leave days available to the employee on the date of retirement or resignation and multiplying that number by the amount of **One Hundred Dollars (\$100.00)**. For example, if an employee has, at the date of retirement or resignation, two hundred (200) unused accumulated sick leave days, and that number multiplied by **One Hundred Dollars (\$100.00)** equals **Twenty Thousand Dollars (\$20,000)**, then in that event, the maximum eligibility shall be **Thirteen Thousand Dollars (\$13,000) for those who retire in 2002-2003, Fourteen Thousand Dollars (\$14,000) for those who retire in 2003-2004, and Fifteen Thousand Dollars (\$15,000) for those who retire in 2004-2005.** However, if an employee has one hundred (100) unused accumulated sick leave days, then in that event, the maximum eligibility shall be **Ten Thousand Dollars (\$10,000)**.

12.6 Effective January 1, 1994, (or as soon thereafter as Administratively feasible) the Board will offer a voluntary Healthcare Spending Account (HSA). Employees would be allowed to make pre-tax contributions. The Board will cover all administrative expenses of the HSA for the duration of the contract.

12.7 Employees may be permitted to opt out of coverage under this Article in which case each such employee shall be paid **Twenty-five Percent (25%) of the premium for the waived coverage. The payment shall be paid on or about June 15th of each contract year.** Such employee must provide satisfactory proof of other such insurance in order to qualify for this payment. Such proof must be in a form satisfactory to the Board. Such employees may opt for coverage under this Article on the anniversary of opting out or upon proof satisfactory to the Board that there has been a change in their family circumstances (e.g., birth, death, uncontrolled change of benefit coverage previously expected).

ARTICLE XIII

DEDUCTIONS FROM SALARY

13.1 Association Payroll Dues Deductions

The Board agrees to deduct from the salaries of its employees the dues of any professional employee association, if the employees are members and individually and voluntarily, in writing, the Board to make such deductions.

When properly authorized, in writing, such deductions shall be made in compliance with the provisions of State law and applicable rules established by the Department of Education of the State of New Jersey. The Board shall have such monies promptly transmitted to the designated association or associations.

13.2 Rate of Membership Dues

Each of the above designated professional employee associations shall certify to the Board, in writing, the current rate of its membership dues.

If any such association shall, during the term of this Agreement, change the rate of its membership dues, it shall give the Board notice of such change, by appropriate written certification, prior to the effective date of such change. Thereafter, each employee from whose salary such dues are being deducted shall individually and voluntarily provide the Board, in writing, with a new dues deduction authorization, specifically authorizing continuation of the dues deduction at the changes rate.

13.3 Cancellation of Dues Deduction

Any employee may at any time cancel, in writing, his prior written authorization to deduct from his salary dues in any of the professional employee associations. The Board shall promptly notify the affected association or associations of the receipt of any such written notification of cancellation.

13.4 Definition of Professional Employee Association

The term, "Professional Employee Association," shall mean the Summit Principals Association and similar county, state, and national professional educators' organizations representing the educational interests of, among others, principals and assistant principals of elementary and secondary schools.

ARTICLE XIV
MISCELLANEOUS

14.1 Management Rights

The Board shall retain all rights, powers, and prerogatives granted to it pursuant to law.

14.2 Input

The Board and the Superintendent welcome input, to the extent practicable, from principals and others on the selection of personnel assigned to their buildings, on administrative reorganizations, and on development of applicable policies and procedures, and shall give such advice thoughtful consideration.

14.3 Modification of Agreement

This Agreement contains the understanding between the Association and the Board concerning the terms and conditions of employment of the employees exclusively represented by the Association. During the duration of this Agreement, its terms and conditions cannot be modified except by prior written agreement between the parties.

14.4 Separability

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees 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 not be affected thereby and shall continue in full force and effect.

14.5 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by the Association to the Board Secretary
Harold Kessler, Board Secretary
90 Maple Street
Summit, New Jersey 07901

2. If by the Board to Association President
Ms. Emile George, President
Summit Middle School
272 Morris Avenue
Summit, New Jersey 07901

ARTICLE XV

REMUNERATION

15.1 Each principal shall receive the salary for the fiscal year covered by the agreement in the respective amounts provided in the Salary Guide.

15.2 **Salary Schedules - (see Attachment II)**

15.3 **New Hires Schedules - (see Attachment III)**

The initial salary of newly hired administrators shall be in the hiring ranges as indicated in Attachment II. The determination of the Board shall be final and shall not be grievable.

Newly hired administrators who have begun employment on or after April 1 of a particular contract year (7/1-6/30) shall not receive a salary increase in the following fiscal year.

15.4 The Board shall pay the sum of **Three Thousand Dollars (\$3,000.00)** annually to each bargaining unit member who has completed eight (8) years of service as a member of the bargaining unit.

An additional Five Hundred Dollars (\$500) for a total of Three Thousand Five Hundred dollars (\$3,500) shall be paid annually to each bargaining unit member who has completed ten (10) years of service. An additional Five Hundred Dollars (\$500) for a total of Four Thousand Dollars (\$4,000) shall be paid annually to each bargaining unit member who has completed twelve (12) years of service as a member of the bargaining unit. An additional One Thousand Dollars (\$1,000) for a total of Five Thousand Dollars (\$5,000) shall be paid annually to each bargaining unit member who has completed sixteen (16) years of service as a member of the bargaining unit.

15.5 **Effective July 1, 2003, employees who are tenured, and who have earned two (2) masters degrees, will be paid \$250 annually in addition to their base salary. Employees who are tenured and who have earned a doctorate will be paid \$750 annually in addition to their base salary. In any event, employees shall not be paid more than \$750 annually for advanced degrees.**

ATTACHMENT I

Grievance # _____
Level # _____

GRIEVANCE FORM

THIS FORM MUST BE USED AND PROPERLY COMPLETED BY THE GRIEVANT OR HIS REPRESENTATIVE.

THIS FORM SHALL BE USED FOR ALL LEVELS OF ONE GRIEVANCE.

1. Grievant: _____
2. School: _____
3. Representative designated? Yes _____ No _____
4. Date(s) of violation: _____
5. Clause(s) violated: _____

6. Facts of grievance: _____

7. Discussion requested? Yes _____ No _____
8. Relief requested: _____

9. Date presented: _____
10. Grievant's signature: _____

Information under #6 and #8 need not be repeated at each level.

ATTACHMENT II

SALARY SCHEDULE

<u>Name</u>	<u>Position</u>	<u>02-03 Base</u>	<u>Longevity</u>	<u>Total Salary</u>
Tony Akey	SHS Asst. Principal	103,316	4,000	107,316
Dorothy Banyas	Elem. Principal	110,240	3,500	113,740
Maria Carrell	SHS Asst. Principal	90,000		90,000
Sheila Cole	Elem. Principal	108,600		108,600
Emile George	MS Asst. Principal	103,316	5,000	108,316
Lauren Langer	Elem. Principal	105,000		105,000
Ron Poles	Elem. Principal	105,000		105,000
Cheryl Moretz	Elem. Principal	110,240	3,500	113,740
Paula Schwartz	SHS Principal	125,091		125,091
Ted Stanik	MS Principal	120,422	3,000	123,422

Carol Friend, Jan Shay and Michael Jordan will receive a 4.99% increase in their per diem pay over 2001-02 for their work during summer 2002.

ATTACHMENT II

2003 – 2004 SALARY SCHEDULE

<u>Name</u>	<u>Position</u>	<u>03-04 Base</u>	<u>Two Masters</u>	<u>Doctorate</u>	<u>Longevity</u>	<u>Total Salary</u>
Tony Akey	SHS Asst. Principal	108,716	250		4,000	112,966
Dorothy Banyas	Elem. Principal	115,040	250		3,500	118,790
Maria Carrell	SHS Asst. Principal	93,350				93,350
Sheila Cole	Elem. Principal	113,800		750		114,550
Emile George	MS Asst. Principal	107,716			5,000	112,716
Lauren Banker	Elem. Principal	108,900				108,900
Ron Poles	Elem. Principal	108,900				108,900
Cheryl Moretz	Elem. Principal	115,040		750	4,000	119,790
Paula Schwartz	SHS Principal	130,791	250			131,041
Ted Stanik	MS Principal	125,722		750	3,500	129,972

ATTACHMENT II

2004 – 2005 SALARY SCHEDULE

<u>Name</u>	<u>Position</u>	<u>04-05 Base</u>	<u>Two Masters</u>	<u>Doctorate</u>	<u>Longevity</u>	<u>Total Salary</u>
Tony Akey	SHS Asst. Principal	112,316	250		5,000	117,566
Dorothy Banyas	Elem. Principal	119,940	250		3,500	123,690
Maria Carrell	SHS Asst. Principal	96,850				96,850
Sheila Cole	Elem. Principal	119,000		750		119,750
Emile George	MS Asst. Principal	112,316			5,000	117,316
Lauren Banker	Elem. Principal	112,950				112,950
Ron Poles	Elem. Principal	112,950				112,950
Cheryl Moretz	Elem. Principal	119,940		750	4,000	124,690
Paul Sears	SHS Principal	126,000				126,000
Ted Stanik	MS Principal	131,122		750	3,500	135,372

ATTACHMENT III

NEW HIRE SALARY SCHEDULES

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
Elementary Principals	100,000 – 108,000	102,000 – 110,000	104,000 – 115,000
Assistant Principals	90,000 – 96,000	92,000 – 98,000	94,000 – 100,000
Middle School Principal	105,000 – 118,000	109,000 – 122,000	115,000 – 128,000
High School Principal	109,000 - 125,000	114,000 - 130,000	120,000 - 135,000

ARTICLE XVI

DURATION OF AGREEMENT

16.1 Effective Date and Duration

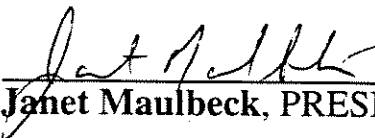
A. This Agreement shall take effect July 1, 2002, if duly ratified by an affirmative vote of a majority of the members of the board and the membership of this Association.

B. This Agreement shall thereafter continue in full force and effect until June 30, 2005, subject to the provisions of Article II of this Agreement and to the right of the Association to negotiate over the terms and conditions of a successor Agreement. The Agreement shall not be extended orally and it is expressly understood that it shall expire on June 30, 2005.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed by their respective designees, and duly attested, all on the day and date first above written.

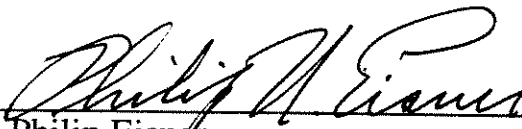
SUMMIT BOARD OF EDUCATION
SUMMIT, NEW JERSEY 07901

SUMMIT PRINCIPALS ASSOC.
SUMMIT, NEW JERSEY 07901

BY: 
Janet Maulbeck, PRESIDENT

BY: 
Emile George, PRESIDENT

ATTESTED

BY: 
Philip Eisner

BY: 
Theodore Stanik