

Contract no. 526

A G R E E M E N T

between

LIVINGSTON BOARD OF EDUCATION

and

PRINCIPALS' ASSOCIATION OF LIVINGSTON

For the Period

+ July 1, 1990 through June 30, 1992

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PREAMBLE

THIS AGREEMENT is made and entered in to this 23RD day of July, Nineteen Hundred Ninety (1990)

BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board";

AND THE PRINCIPALS' ASSOCIATION OF LIVINGSTON, hereafter the "Association".

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's Employees consisting of all regularly employed certificated principals whether under contract or on leave employed by the Board. (Unless otherwise indicated, as used herein the term "employee" shall refer to all employees covered in the described unit as above defined.) In all cases where a masculine pronoun or adjective appears, the reference should be to either masculine or feminine.

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I: NEGOTIATION OF SUCCESSOR AGREEMENT

- I. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

- II. 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 II

LIVINGSTON BOARD OF EDUCATION
PRINCIPALS' SALARY SCHEDULE

1990-1991

<u>STEP</u>	<u>HIGH SCHOOL</u>	<u>MIDDLE SCHOOL</u>	<u>ELEMENTARY</u>
1)	68,750	65,500	57,100
2)	72,300	68,750	60,950
3)	75,900	72,000	64,800
4)	79,400	75,250	67,400
5)	83,000	78,500	70,600
6)	86,550	81,750	73,800
7)	90,100	85,000	77,000
8)		86,700	

1991-1992

<u>STEP</u>	<u>HIGH SCHOOL</u>	<u>MIDDLE SCHOOL</u>	<u>ELEMENTARY</u>
1)	68,750	65,500	57,100
2)	73,250	69,000	61,350
3)	77,750	72,500	65,600
4)	82,250	76,000	69,900
5)	86,750	79,500	72,700
6)	91,250	83,000	77,300
7)	95,800	86,000	81,900
8)		90,300	
9)		92,200	

NOTE: Earned Doctorate \$1,200
20-year Longevity 1,125
25-year Longevity 1,625

Increments

All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

ARTICLE III: HEALTH INSURANCE

I. ELIGIBILITY

- A. All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.
- B. Employees contracted for ten or more months each year shall be eligible for twelve months' benefit coverage under this policy. Employees contracted for less than a ten-month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.
- C. Employees on approved leave, i.e., medical, maternity, or child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board of Education for the period of one year only from the date of the leave.

II. BENEFITS

- A. The Board agrees to provide the same health insurance benefits to the Principals' Association as it provides for the Livingston Education Association. The principals will be consulted concerning any changes which are considered.
- B. The Board agrees to pay the cost annually of a complete physical examination for each employee, including eye examinations and one pair of prescription glasses or contact lenses if required, to an aggregate limit of \$250.

ARTICLE IV: SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I PERSONAL ILLNESS

- A. Twelve (12) days of absence per contract year shall be allowed for personal illness each school year, without pay deduction, for 10-month employees and fourteen (14) days of absence per contract year shall be allowed for personal illness each year, without pay deduction, for 12-month employees.
- B. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
- C. Absences beyond leave provided for in "A" and "B" will be extended by an additional number of days, equal to the number of days as were accumulated up to the end of the previous fiscal year.
- D. Payment for absence beyond accumulated days provided for in "A", "B", and "C" above will be given consideration by the Board through the recommendation of the Superintendent.
- E. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- F. In Worker's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

II QUARANTINE

Absences due to quarantine not due to illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III CONTINGENCY ABSENCES

Contingency absence may be approved without pay deductions as follows:

- A. By applicant submitting a request on the special form provided by the administrator to whom he is responsible, prior to the occurrence of the absence, if possible. If the request is not specifically provided for in "1" through "9" below, then "miscellaneous" should be checked and an explanation may be required by the Superintendent.
- B. Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employees' accumulation of days for separation days upon termination of employment (See Article IX). Days accumulated under this provision are irretrievable for any purposes other than separation pay.
- C. Absences under this category include:
 1. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
 2. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two weeks in advance.
 3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
 4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of a sick day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parent's day, or other purposes will be judged individually with emphasis, as a deciding factor, on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board of Education.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the Superintendent.

IV BEREAVEMENT ABSENCES (no charge)

- A. 5 days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household.)
- B. 1 day per occurrence - death of other relative
- C. If such days referred to in "A" and "B" prove inadequate for an employee, the Superintendent may accord appropriate relief.

ARTICLE V: MATERNITY AND CHILD CARE LEAVES

I. MATERNITY LEAVE

A. Definition

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

B. Options:

1. A pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. Separate and distinct procedures are provided which the employee may ultimately choose to elect.

C. Application/Duration

1. Application for leave shall be made, in writing, to the Superintendent no later than sixty days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the Superintendent and the employee.

D. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston School System, at the appropriate step on the salary schedule.

E. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board of Education, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

II CHILD CARE LEAVE

A. Definition

Child care leave is for the purpose of care for a natural or an adopted child.

MATERNITY AND CHILD CARE LEAVES

B. Application/Duration

1. Application shall be made, in writing, to the Superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
2. Application for child care leave shall be considered by the administration and the Board of Education on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the Superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirement for adoption.

C. Reinstatement

At the expiration of the leave, the employee shall be reinstated to his/her former position in the Livingston School System, at the appropriate step on the salary schedule.

D. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board of Education, for permission to return to the position for which the employee qualifies, prior to the termination of the period for which leave was granted.

E. Application for Extension

An employee may apply for and be granted by the Board, upon recommendation by the Superintendent, an extension of child care leave.

ARTICLE VI: PROFESSIONAL IMPROVEMENT

I TUITION REIMBURSEMENT

- A. The Board of Education will budget \$1,000 for the payment of tuition for college and equivalent courses. Such payment will be made upon presentation of proof of successful completion of courses which have been approved in advance by the Superintendent. Distribution of the \$1,000 tuition fund shall be for approved courses on a first-come first-served basis and with exceptions at the discretion of the Superintendent. (Employees on leave under the provisions of Article VII and whose leave requires them to pay tuition costs are eligible for tuition reimbursement only at the lowest priority level and only after any other employee's approved request has been committed, and only to the extent that monies are unexpended from the amount stated in this article.)
- B. Maximum payment for an approved course will be for \$350. limited to one course per person; however, if the amount of funds available permits, employees may take additional approved courses for reimbursement on a first-come first-served basis until the funds are exhausted. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule.
- C. PALS will submit to the Superintendent by October 15th, a proposal for a professional development plan for the contract year. The cost of this plan, subject to Board approval, is not to exceed \$5,000.
- D. The Board agrees to provide \$500 per member for membership fees and services provided by professional organizations. Professional publications, programs and materials may also be requisitioned up to the dollar limit provided in this section.

ARTICLE VII: LEAVES FOR EDUCATIONAL IMPROVEMENT

I EDUCATIONAL LEAVE

Hereafter the term "educational leave" shall be meant to include extended observations, seminars, workshops or service as a state or national officer of a professional educational organization.

Leaves under this article are designed to promote:

1. Professional improvement
2. Expand professional competence
3. Provide principals with the opportunity to study, observe or evaluate educational programs for possible improvement of the Livingston School System.
4. Service to the educational profession.

The type of study and length of time devoted to educational leave shall be developed between the applicant and the Superintendent. If the educational leave occurs during the time that the principal is under contract, his/her salary shall continue at the contract rate. Should such a leave be granted during a time when the principal is not at work under contract (i.e., administrators under 10-month contract during the summer months) a stipend or expense allowance, or both, agreed upon with the Superintendent and approved by the Board of Education, will be paid. Approved expenses during the study shall be paid by the Board.

II SABBATICAL LEAVE

A. An applicant shall become eligible for Sabbatical Leave only after seven (7) years of continuous satisfactory service in the Livingston School System. All eligible personnel shall have the privilege of selecting one of the following two plans:

1. PLAN A

The principal shall be on leave for a full contract year and will be paid 2/3 of his/her own salary.

2. PLAN B

The principal shall be on leave for one half a contract year and will be paid full contract salary for that half year.

3. PLAN C

After an individual has completed 11 years of continuous service in the district, he/she becomes eligible for a one year sabbatical leave at full pay.

LEAVES FOR EDUCATIONAL IMPROVEMENT

B. Eligibility

Sabbatical Leave shall be available once every third year, but if the option is not taken during a year for which principals are eligible, the option remains available until taken, and the two-year hiatus shall apply thereafter again. It shall be further agreed that any full year leave shall obligate the principal to return to the Livingston schools for two years following the completion of the leave. In addition, a satisfactory account of the year's experience, in writing, shall be forthcoming.

C. Application for Sabbatical Leave

Application for a sabbatical leave shall be made to the Superintendent on or before November 1 of any year. If approved, such leave shall begin during the school year immediately following in accordance with the official school calendar. Applications for all other educational leaves may be made as far in advance of the scheduled study as possible.

D. Status of Tenure and Pension

The period of all approved educational leaves and sabbaticals shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance the usual step on the salary schedule. Full fringe benefits for which the principal is entitled will continue at Board of Education expense during the approved educational leave.

E. Reinstatement

At the expiration of the sabbatical or educational leave, the principal shall be reinstated as a full-time principal of the Livingston School District or to a higher level position if agreed to by the Association member.

ARTICLE VIII: GRIEVANCE PROCEDURE

I STATEMENT OF PURPOSE

An employee is encouraged to resolve his/her grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

II DEFINITION OF TERMS

A. Grievance: A grievance shall mean a complaint by an employee that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.

B. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.

C. Exclusions: However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) the Board of Education is without authority to act; or wherein (3) a complaint relates to the nonrenewal or termination on notice of a non-tenure employee's contract.

III GENERAL PRINCIPLES

A. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.

GRIEVANCE PROCEDURE

- B. Except at Stage III, all discussions, meetings and conferences shall, insorar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
- C. The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by two (2) officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given three (3) days in advance.
- D. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school of extenuating circumstance, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.
- E. This procedure generally provides for three stages of action, and in the case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefore as outlined herein.
- F. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

GRIEVANCE PROCEDURE

- G. Determinations at the Stage II level may be made by an Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such an Assistant Superintendent.
- H. 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.

IV STAGE I

- A. An employee having a grievance shall present it in the first instance to his immediate superior within thirty (30) days after the occurrence of or his awareness of the event or events giving rise to same.
- B. The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within five (5) working days from the date of this original presentation of the grievance. The determination will be in writing.

V STAGE II

- A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools. This petition shall be filed within fifteen (15) working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

GRIEVANCE PROCEDURE

- B. The petition to be filed shall contain at least the following:
1. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision with it is alleged have been misinterpreted, misapplied or violated.
 2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
 3. The aggrieved's understanding of the Stage I determination.
 4. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.
 5. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated herein.
- C. Upon receipt of the petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:
1. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
 2. The dates upon which the Stage I proceeding was commenced and then determined.
 3. The determination made at Stage I and the reasons therefore.
 4. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.
- D. Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned.

GRIEVANCE PROCEDURE

- E. Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent shall then proceed to determine the matter, and he shall advise the parties of his determination within fifteen (15) working days from the date upon which the petition was first filed with him. His determination shall be in written form.

VI STAGE III

- A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the Board within ten (10) working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said then (10) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.
- B. The Board petition to be filed with the Board Secretary shall contain at least the following:
 1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
 2. The date upon which the aggrieved was informed of the Stage II determination.
 3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
 4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
 5. The signature of the aggrieved, which signature shall constitute a certification as herinabove provided for.
- C. Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

GRIEVANCE PROCEDURE

- D. Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within fifteen (15) working days from the conclusion of the hearing.
- E. The Board's determination may be rendered orally. However, the determination must be rendered in writing to the parties involved.

ARTICLE IX: USE OF ACCUMULATED DAYS

1. ELIGIBILITY

All employees covered by this Agreement, after 15 years of continuous service in the district, shall be eligible for separation pay.

II. SEPARATION PAY

Employees covered by this Agreement will be paid \$41. for each accumulated sick and contingency day for 1989-90 (without limit) at the time of leaving. Any adjustment in separation pay in 1991-1992 LEA contract shall be applied in the same ratio to the PALS contract in 1991-1992.

A. Payment to be made either:

- 1) one lump sum payment in the final check issued in the year of separation,
- 2) January 1st of following year at employee's discretion,
- 3) applied to extension of retirement date.

B. Monies will be paid to the employees's estate if death occurs while the employee is in service in the district.

C. The method of providing separation pay shall be mutually agreed to by the Board of Educatin and the administrator.

ARTICLE X: TRANSFERS

- I If it becomes necessary to transfer a principal to another school, the Superintendent will discuss the transfer with the principal by April 30th. Situations which cause change after April 30th should be resolved at the earliest possible time.
- II If 10-month principals' positions are to be changed to 12-month contracts, the terms for salary and vacation are to be negotiated prior to April 30th of the previous contract year.

ARTICLE XI: EVALUATIONS

- I The Superintendent will hold an informal evaluative conference with the principal by February 15th. The intent is for the principal to receive informal oral feedback which will be helpful in addressing the goals of the district and placing greater emphasis on personal or school goals which can be identified through discussion between the administrators. Written records will not be a part of these discussions.
- II A formal evaluation conference will be held annually by the Superintendent. A written evaluation report including job targets and PIP will be encompassed in the formal evaluation process. The format of the evaluation form will be in accordance with law and mutually developed by the Superintendent and PALS.

ARTICLE XII: VACATIONS

- I. 10-month principals will be under contract from September 1 through June 30. They will be entitled to the same vacation days that the teaching staff has.
- II. 12-month principals will be entitled to 23 vacation days and 6 in-lieu-of days. These may be taken at any time that classes are not in session.
- III. Christmas - December 24 through December 26th and December 31st thru January 1st.

ARTICLE XIII: DURATION OF AGREEMENT

THIS AGREEMENT, dated July 23rd shall take effect July 1, 1990 and shall continue in full force and effect without change through June 30, 1992.

ARTICLE XIV: ENTIRE AGREEMENT

I THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.

II IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

LIVINGSTON BOARD OF EDUCATION

BY

William J. Murphy
President

BY

Louis D. Peralta
Secretary

PRINCIPALS' ASSOCIATION

BY

Robert L. Brady
President

BY

John P. Kelly
Secretary

