

Contract no. 531

**AGREEMENT BY AND BETWEEN
THE CENTRAL REGIONAL BOARD OF EDUCATION
AND
THE CENTRAL REGIONAL PRINCIPALS' ASSOCIATION
JULY 1, 1990 TO JUNE 30, 1993**

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ARTICLE I

Membership

A. Unit Membership

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

B. Definitions

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

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

ARTICLE II

Negotiations Procedure

A. Deadline Dates

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

B. Maintaining Current Benefits

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

C. Negotiating Team Authority

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

ARTICLE III

Temporary Leaves of Absence

A. Sick Leave

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

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

Employees shall have ten (10) consecutive years of service in any professional position within the district to be reimbursed for 90% of sick leave above fifty-five (55) days at the per diem rate at the time of retirement for all accumulated and unused sick leave.

B. Personal Leave

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

place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.

2. An Administrator who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said Administrator produces a statement from his/her physician stating that said Administrator is capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the Administrator is capable of performing said duties.
3. In no event shall the Board be obligated to permit an Administrator anticipating a state of disability to continue in the performance of his/her duties where the performance of said Administrator has substantially declined from that performance demonstrated by said Administrator at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.
4. The Administrator requesting a leave under the provisions of this section shall specify in writing the date on which he/she wishes to commence said leave and the date upon which he/she wished to return to employment following recovery from said disability.
5. The Board shall have the right to require any Administrator who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating he/she is capable of performing his/her duties.
6. Whenever, in the opinion of the Board, the dates of commencement or an anticipated disability leave and/or the dates for the resumption of the duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board, if in the opinion of the Administrator's physician such change shall be without medical hazard to the Administrator.
7. An Administrator who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.
8. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confined medical reasons upon application by the Administrator to the Board. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq., and specifically, N.J.S.A. 18A:30-6 and 18A:30-7.

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

B. Child Rearing Leave

1. In a case where an Administrator or spouse gives birth to a child, or in a case of a defacto adoption, said Administrator shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.
2. In a case where both husband and wife are employed in the school system, only one (1) spouse may be entitled to apply for such leave.
3. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.
4. Applications for child rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.
5. Extensions upon the one (1) year stipulations may be made at the sole discretion of the Board upon application by the Administrator at least three (3) months in advance of the expiration of the one (1) year period.
6. Wherever possible, the Superintendent shall attempt to assign an Administrator to the same position he/she held at the time said leave commenced. If an Administrator who has been granted a child rearing leave is permitted to return to the system at any other time other than those stipulated herein, such Administrator may be assigned to any position decided by the Superintendent so long as such assignment is within the certification held by said Administrator.
7. The dates for the commencement and termination of child rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

C. Sabbatical Leave

1. Sabbatical leaves for certified Administrators of the Central Regional School District, which includes Principals, Assistant Principals, Director of Student Personnel Services, Supervisor of the Child Study Team, Athletic Director,

4. deny any Administrator the right to fellowships, scholarships, grant-in-aid or other scholastic stipends.
5. Administrators on sabbatical leave shall file progress reports with the Superintendent sometime during the first half and upon completion of the leave to substantiate that the program criteria are being met.
6. Not more than one (1) Administrator as defined in C1 above shall be eligible for a sabbatical leave in any given school year.

D. Other Leave Without Pay

1. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay or any other benefits provided for in this Agreement for any tenured Administrator for one (1) school year for good and sufficient reason.
2. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

E. Extended Leave of Absence Stipulations

1. An Administrator on leave shall report to the Superintendent on or before April 15th of the school year regarding his/her intentions with respect to resuming regular administrative duties at the start of the school year. Failure to comply with this stipulation may be construed as a resignation.
2. During a leave, the Administrator will not be eligible for any other benefits which are provided for in this Agreement.

ARTICLE V

Vacation Leave

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

- B. Vacation shall be taken during the summer academic break following the fiscal year it is earned.
1. Upon approval of the Superintendent of Schools, persons covered by the contract may elect to reserve no more than five (5) vacation days for use during the period September 1st to August 31th.
 2. If the Superintendent of Schools does not approve the use of all or any part of the five (5) vacation days reserved, the Administrator shall be reimbursed for the unused vacation days at the rate earned.
 3. In all other cases, failure to use vacation leave as prescribed above shall constitute a waiver of such leave, except where the use of earned vacation leave is expressly forbidden.
- C. Upon voluntary separation, accumulated and unused vacation leave shall serve as severance pay. The calculation of severance pay shall be prorated on a per diem basis rate of the Administrator's current base salary and based upon the actual time worked.
- D. Separation From Service
1. A member who dies before his contract period is completed shall have payment for his/her earned vacation days paid to his estate on a pro-rata basis at a per diem rate of current base salary.
 2. A member who resigns or retires during the contract year shall receive cash payment for his/her earned vacation days on a pro-rata basis.

ARTICLE VI

Professional Development

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

ARTICLE VIII

Grievance Procedure

- A. The Association or any member(s) thereof shall have the right to appeal an alleged misapplication, misinterpretation, or violation of this Agreement or any administrative decision rendered thereunder pursuant to the Article.
- B. Upon written request specifying the nature of the appeal, the specific section of the contract in dispute and any pertinent information which gave rise to the appeal, the Association or any member(s) thereof shall have the right to meet with the Superintendent of Schools for the purpose of resolving the dispute. Within a reasonable time period, the Superintendent shall issue a written decision.
- C. If dissatisfied with the disposition of the appeal/decision, the Association or any member(s) thereof shall have the right to meet with the Board of Education or committee thereof for the purposes of resolving the dispute. Within a reasonable time period, the Board shall issue a written decision.
- D. Under any and all circumstances, the decision of Board of Education shall be final and binding.

ARTICLE IX

Work Year

The in-school work year for all personnel covered hereunder shall be as the Superintendent designates and/or as personnel may determine necessary to perform assigned responsibilities. In no case, however, shall the in-school work year exceed 225 days including all days on which academic sessions are cancelled on account of inclement weather and/or other emergency situation.

ARTICLE X

Travel Reimbursement

Persons covered hereunder expressly requested or required to travel in connection with their assigned duties shall be reimbursed at a rate of twenty (20) cents per mile. This provision applies as follows:

- A. Travel expenses for all official school business within the district not normally related to the specific job functions of the titled position in question are reimbursable.