

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this 14th day of June, 2016, by and between Englewood Board of Education (the "Board") and the Englewood Administrators Association (the "Association").

WITNESSETH:

WHEREAS, the Board is the public employer of all employees employed as certificated supervisors, directors, vice-principals and principals and others set forth in the collective negotiations agreement; and

WHEREAS, all such employees are represented for purposes of collective negotiations by the Association; and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Association members from July 1, 2016 through June 30, 2019; and

WHEREAS, the parties wish to memorialize those terms and conditions of employment governing the parties' labor relations for the aforesaid period of time;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable considerations:

1. All terms and conditions of employment shall remain in full force and effect, except as expressly modified in this Agreement.
2. The salary guides shall be as set forth in the attached Exhibit A (reflecting salary adjustments of 2.5% (inclusive of increments) for each year of the Agreement), all other rates/stipends shall remain unchanged, except as noted herein.
3. The parties agree that all of the language changes set forth in the Redline Agreement attached as Exhibit B are accepted and shall be incorporated into the successor agreement, except as modified herein.
4. All language This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
5. The parties' respective negotiations committees hereby agree to the proposed changes to the Agreement as set forth herein and agree to endorse these changes to their respective constituencies for ratification.
6. The Association shall conduct a ratification meeting as soon as practical and shall notify the Board of the result of the vote. In the event that the

Association ratifies the Agreement, the Memorandum of Agreement shall be presented to the Board for approval. Once both parties execute the Memorandum of Agreement and ratify the terms and conditions of the new contract, a new contract will be drafted.

7. This Agreement shall cover all current employees for the period from July 1, 2016 to June 30, 2019, with all changes retroactive to the commencement date of the successor contract unless otherwise noted.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

Englewood Board of Education

WITNESS

ATTEST:

Englewood Administrators Association



WITNESS



EAA GUIDE

Supervisors			
Years of Service	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>
1	120,000	121,000	122,000
2	123,500	123,000	124,025
3	125,000	126,588	126,075
4	127,000	128,125	129,752
5	129,900	130,175	131,328
6	130,800	133,148	133,429
7	131,000	134,070	136,476
8	131,500	134,275	137,422
9	132,000	134,788	137,632
10	132,500	135,300	138,157
11	133,000	135,813	138,683
12	133,250	136,325	139,208
13	133,500	136,581	139,733
14	133,750	136,838	139,996
15+	134,000	137,350	140,784

Vice Principal - 11 Months			
Years of Service	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>
1	123,025	124,025	125,025
2	124,870	126,101	127,126
3	126,100	127,992	129,253
4	126,600	129,253	131,192
5	127,300	129,765	132,484
6	128,000	130,483	133,009
7	128,500	131,200	133,745
8	129,000	131,713	134,480
9	129,500	132,225	135,005
10	129,910	132,738	135,531
11	130,410	133,158	136,056
12	130,910	133,670	136,487
13	131,410	134,183	137,012
14	131,910	134,695	137,537
15+	132,410	135,208	138,063

* If any Vice Principal is to be employed for 12 months, the salary will be annualized by adding one month of the prorated salary(current step divided by 11 months).

Principals			
Years of Service	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>
1	135,000	136,000	137,000
2	138,000	138,375	139,400
3	143,000	141,450	141,834
4	148,200	146,575	144,986
5	149,200	151,905	150,239
6	150,500	152,930	155,703
7	151,000	154,263	156,753
8	151,500	154,775	158,119
9	152,000	155,288	158,644
10	152,700	155,800	159,170
11	152,800	156,518	159,695
12	155,575	156,620	160,430
13	156,150	159,464	160,536
14	156,725	160,054	163,451
15+	157,300	160,643	164,055

Exhibit A

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EXHIBIT B

2016-2019

AGREEMENT

of

TERMS AND CONDITIONS OF EMPLOYMENT

between

ENGLEWOOD BOARD OF EDUCATION

and

**THE ENGLEWOOD PUBLIC SCHOOL ADMINISTRATORS
ASSOCIATION**

ARTICLE I

Unit Membership

In accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified administrative personnel employed under administrative certifications other than School Administrator or School Business Administrator, including titles of Principal, Vice Principal, Director and Supervisor. The title of Assistant Superintendent are expressly excluded from membership in the Association.

Unless otherwise indicated, the term supervisory employee when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the above-defined negotiating unit.

ARTICLE II

Negotiation Procedure

The parties agree to enter into collective negotiations over a successor Agreement no later than November 1 and no earlier than October 15 of the year proceeding the calendar year in which this Agreement expires.

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Except as this Agreement provides all terms and conditions of employment applicable on the effective date of the Agreement shall continue to be so applicable during the terms of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not, covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Both parties agree to be in complete compliance with all aspects of N.J.S.A. 34:13A-1 et seq. And all other Statutes of the State of New Jersey in regards to employment practices, educational procedures and personal rights.

Nothing in this Agreement shall be construed to deny or restrict to any supervisory employee any such rights he shall have under law.

ARTICLE III

Association Rights and Privileges

The Board agrees to furnish to the Association, in response to reasonable, written requests from time to time, all publically available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and all allocation, agendas, and minutes of all Board meetings, census data, names and addresses of all administrators and supervisors and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the supervisory employees, together with information which may be necessary for the Association to process any grievance or complaint.

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

ARTICLE IV

Evaluation

All supervisory employees shall be evaluated in conformity with the mandates/requirements of TeachNJ and AchieveNJ pursuant to an instrument to be mutually developed by a committee comprised of Association and District Administration Office representatives. Each supervisory employee is entitled to have a response heard and appended to the evaluation report. Procedures shall be consistent with the provisions of N.J.A.C. 6A:10-1.1 et seq. and N.J.S.A. 18A:27-3.1 et seq.

Student achievement may be used as a means to evaluate employees subject to this agreement.

ARTICLE V

Contract Renewal

Each non tenured supervisory employee shall receive written notice prior to May 15 of each year whether or not the Superintendent of Schools, or his/her designee, intends-to recommend renewal of contract for the ensuing year.

ARTICLE VI

Leaves of Absence

- I. Sick Leave: Each twelve (12) month supervisory employee shall be entitled to twelve (12) days sick leave per year. Each eleven (11) month and ten (10) month supervisory employee shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. All sick leave days earned shall be credited toward retirement policy. This provision provides no entitlement at this date but is subject to subsequent negotiations.

Upon retirement, supervisory employees shall be paid for their unused accumulated sick leave days based on the following formula:

1. Twelve (12) month supervisory employees: accrued number of sick days x per diem (1/260) salary at time of retirement.
2. Eleven (11) month supervisory employees: accrued number of sick days x per diem (1/230) salary at the time of retirement.
3. Ten (10) month supervisory employees: accrued number of sick days x per diem (1/200) salary at time of retirement.
4. For those all supervisory employees hired before May 21, 2010, the maximum payout of accumulated sick days shall be \$20,000. For all supervisory employees hired on or after May 21, 2010, the maximum payment for accumulated sick days shall be \$15,000.

- II. Personal Business or Religious Reasons: Four (4) days. Leave of absence during school hours for the following reasons will require no further explanation:

Religious
Health problem of a child or spouse
Legal Business
Death of a friend

- III. Emergency Leave: The Superintendent of Schools may grant to any regularly employed supervisory employee emergency leave each year for the following reasons:

1. Death in the immediate family - four (4) days. Immediate family shall be defined as:

Husband or wife
Children
Mother or father
Brothers or sisters

Mother-in-law or father-in-law
 Parent
 Grandparents
 Other relatives, if living in the same domicile at time of death
 "Civil Union/Domestic Partner" as those terms are defined by law

2. Death of a relative not a member of the immediate family - one (1) day.

Other leaves for personal reasons may be granted by the Superintendent of Schools or his/her designee for good cause.

A personal business day cannot be taken during the last (5) days prior to the closing of school in June nor immediately before or after any school holiday, vacation or weekend. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools may be granted.

The policy of the Board to allow supervisory employees to attend State and National conferences as the official representative of the District shall continue from time to time at the sole discretion of the board. The District shall bear the expenses incurred by the employee participating in such conferences upon recommendation of the Superintendent of Schools or his/her designee.

For tenured supervisory employees a leave of absence without pay for up to one (1) year may be granted by the Board. Additional leave with just cause may be granted by the Board for reasons such as, but not limited to, illness, personal tragedy, personal problems, education, legal business. All such leaves are at the board's discretion.

All requests for extensions or renewals of leave shall be applied for in writing and, if granted, notification by the Board will be in writing prior to April 1.

ARTICLE VII

Attendance Incentive

Administrators with seventy (70) or more accumulated sick days shall be eligible to sell back a maximum of (10) sick days in accordance with the following schedule; The maximum payouts may be altered with changes in state law.

	<u>Maximum Payment</u>
1 day absent (sick) \$200	\$2,000
2 days absent (sick) \$190	\$1,900
3 days absent (sick)..... \$180	\$1,800

ARTICLE VIII

Vacation and Holidays

Each supervisory employee working a 12 month schedule shall be entitled to twenty vacation days per year after one year of service, twenty-one days after six years of service, and twenty-four days after ten years of service.

A maximum of ten (10) vacation days may be banked for an additional use period of one (1) year from the date upon which the original vacation leave would have expired. All regular vacation leave with the above exception must be used within a fourteen (14) month period beginning on July 1 and ending August 31 of the following year. Vacation time may be used by the supervisory employee with the approval of the supervisor. Upon separation from employment, supervisory employees that have unused vacation remaining shall be paid a prorated amount of the unused vacation at the employee's then current per diem rate (calculated as follows: the number of unused vacation days shall be multiplied by the fraction of the number of months worked in the then current school year at the time of separation divided by 12 months).

Administrators working a ten month schedule are expected to work from September first to June Thirtieth and are entitled to fifteen (15) paid holidays, five (5) personal days, and ten (10) sick days.

Administrators working an eleven month schedule will have the same scheduled work days as the teachers/10 month supervisors, with the exception of the end of the school year. The eleven month administrators will work two weeks after the last day of school for the students, and report to work two weeks prior to the students return. They will be entitled to five (5) personal days and ten (10) sick days.

Administrators working a twelve month schedule will work all days when students are present unless using personal or sick time. Supervisory employees working a twelve (12) month schedule may use vacation days when students are present only upon the advanced written approval of the Superintendent. The following days shall be considered holidays or days off with pay for all twelve (12) month employees of the bargaining unit. When such holidays fall on a weekend the school calendar shall determine the holiday status. Holidays shall include:

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday

Memorial Day
Yom Kippur
Good Friday
Rosh Hashanah

School offices shall remain open during winter and spring vacations. In the event that school is open on Columbus Day, Election Day and/or Veteran's Day and supervisory employees work those days, such supervisory employees shall be given one (1) day off during the Winter or Spring vacation for each holiday worked. In the event that schools are closed on Columbus Day, Election Day and/or Veteran's Day or the supervisory employee does not work on any of those days, no time off (other than using approved vacation) shall be given during winter or spring vacation.

Days taken off during Winter or Spring vacation under this provision shall be pre-determined by the Superintendent or his/her designee and shall not be charged to the vacation days of the supervisory employee.

In the event that school is open on Lincoln's Birthday and Washington's Birthday and supervisory employees work those days, such supervisory employees shall be given off on Presidents' Day. In the event that schools are closed on Lincoln's Birthday and/or Washington's Birthday or the supervisory employee does not work on either of those days, no time off (other than using approved vacation) shall be given for Presidents' Day.

ARTICLE IX

School Calendar

Representatives of this Association shall participate in the formation of the school calendar prior to its being adopted by the Board of Education.

ARTICLE X

Transfers of Personnel

No supervisory employee will be transferred without first being notified of such transfer or change of assignment at least ten days prior to the anticipated Board of Education action, when feasible. Transfers and reassignments may be immediately made by the Superintendent under emergent circumstances.

A request for transfer shall be submitted through channels to the supervisory employee's immediate supervisor and submitted to the Superintendent of Schools or his/her designee for endorsement. The Superintendent of Schools or his/her designee shall acknowledge the receipt of the request and schedule an interview with the candidate as soon as possible. After the Board has taken action the supervisory employee shall be informed of the decision in writing.

ARTICLE XII

Insurance Protection

The Board shall provide the following health care insurance protection:

- State Health Benefits Plan* (family coverage where appropriate)
 - Delta Dental Insurance* (family coverage where appropriate)
 - Spectra. Vision Plan* (family coverage where appropriate)
- * or its equivalent

The health insurance carrier shall be the "N.J. School Employee Health Benefits Insurance Plan". To the extent required by law, the parties agree to implement the annual employee contribution toward health benefits (i.e., the tiered contribution) and maximum opt-out provisions as mandated under the N.J. School Employee Health Benefits Program (\$5,000 or 25% of the amount saved, whichever is less), according to an IRS Section 125 Plan to be implemented by the Board. Those employees who waive coverage shall be eligible to re-enroll upon submission of proof that coverage has been lost within sixty (60) days of the loss of coverage. If notice is provided within the sixty (60) days, coverage will be retroactive to the date of loss. If the sixty (60) day time limit has passed, the employee must wait until the next open enrollment period to reenroll. All employees requesting re-enrollment shall be required to return a prorated portion of the opt-out payment to the Board prior to re-enrollment. The Board shall contribute to the cost of insurance premiums for each supervisory employee who remains in the employ of the Board for the full school year to provide insurance coverage for the full twelve (12) month period without interruption in participation or coverage.

ARTICLE XIII

Use of Automobile

All members of the Association shall be reimbursed at the rate established by law (currently the OBM rate) when they are required to use their own vehicles in the performance of their duties.

ARTICLE XIV

Reduction of Personnel

There shall be no reduction in Administrative staff except for good cause. In the event of said reduction, every attempt will be made to place this person in a professional position within the district. Reductions will be based on seniority in accordance with law.

ARTICLE XV

Physical Examinations

Physical examinations are covered by the employee, as part of their medical plan.

ARTICLE XVI

Other Protections

In the event an emergency situation arises that is not covered by written policy, the supervisory employee shall have the authority to make whatever decision that is necessary for the safety and welfare of the students.

The Board shall give full support, including legal and other assistance, for any assault upon the supervisory employee while acting on the discharge of his/her duties. In the advent of civil or criminal actions against an administrator while in the performance of his/duties, the superintendent of schools or his/her designee will meet with the administrator within five (5) days of notification of the action to discuss the application of the indemnity provisions of N.J.S.A. 18A:16-6 and 16-6.1.

When absence arises from such assault or injury, the Board will continue salary and grant a leave without deducting such time from the accumulated sick or personal leave time due the supervisory employee. The Board shall be responsible for the reimbursement to the supervisory employee for the reasonable cost of personal property or clothing damaged in said performances of duties as well as medical services required.

ARTICLE XVII

Salary And Emoluments

Salary – See Attached Schedule

- A) Dues -- Professional Organizations: The Board agrees to make deductions from the salaries of the supervisory employees for the dues of professional organizations as each individual authorizes voluntarily in compliance with N.J.S.A. 34:13A-5.6. The person designated by the Board shall distribute such moneys to the proper associations.
- B) Withholding of Increment: It shall be clearly understood by both parties that the salary increases are not automatic. The Board reserves the right to withhold all increments for inefficiency or other good cause. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
 - 1. Whenever the Superintendent of Schools or his/her designee submits a recommendation to the Board to withhold a supervisory employee's employment and/or adjustment

increment(s), the supervisory employee so deprived shall receive written notice of the recommendation by April 30th of the year preceding the withholding.

2. The supervisory employee shall be afforded a reasonable opportunity to speak on his/her own behalf before the Board within thirty (30) days of notification. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, the Board shall give written notice of such action to the supervisory employee concerned within ten (10) days of said action.
5. All actions regarding the withholding of an increment shall be in accordance with due process as prescribed by statute and Board policy.

ARTICLE XVIII

Work Day and Hours

All members of this union are considered non-exempt. Generally, each supervisory employee shall work forty (40) hours total per week from September through June when students are in attendance, and thirty-five (35) hours per work week from July 1. through August 31 and school vacation days when students are not in attendance. The Superintendent or his/her designee may at his/her discretion institute a longer work day during the summer and reduce the number of working days per week from five (5) to four (4). However, each twelve (12) month supervisory employee may be required to work additional hours with no additional remuneration for such occasions as, but not to be limited to, open house, back-to-school night, graduation, extended year, etc.

Work year is defined as July 1 through June 30 of the following year, with the exception of holidays and vacation time.

ARTICLE XIX

Selection of Personnel

The principal or his/her designee shall make recommendations to the District Administration for appointment of professional personnel to their building. All such personnel are directly responsible to the principal or his/her designee. However, custodial personnel shall be jointly responsible to the Supervisor of Buildings and Grounds and the Building Administrator.

ARTICLE XX

Grievance Procedure

A) Definition: The term grievance means a complaint or claim that there has been an improper application, interpretation or 'violation' of any term or provision of this contract or administrative decisions affecting a member or group of members.

B) Procedure:

1. Filing a Grievance: A grievance may be filed by an individual member, a group of members, or by the Association, either in its own group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.
2. Failure to Communicate a Decision: Failure at any step to communicate the decision on a grievance within a specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer-which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.
3. Informal Attempt to Resolve: An individual supervisory employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Assistant Superintendent, or his/her designee; and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B shall, become applicable.
4. Level One-immediate Supervisor: as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth the grievance in writing to the immediate supervisor specifying:
 - a) The nature of the grievance;
 - b) The nature and extent of the injury, loss or inconvenience;
 - c) The result of the previous discussion;
 - d) The dissatisfaction with decisions previously communicated, the decision to the grievant in writing within ten (10) working days of receipt of the written grievance.
5. Level Two-Superintendent of Schools or his/her designee: The grievant, no later than five (5) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the immediate superior, as specified

above, and his/her dissatisfaction with the decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) workdays. The Superintendent of Schools shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three-Board of Education: If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education, who may hear the grievance as long as a quorum exists. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.
7. Right to Representation: Rights of supervisory employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at their option, by a representative and/or attorney. When a grievant is not represented by the Association is the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent of Schools or his/her designee or at any later level, be notified that the grievance is in process and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to his/her personal grievances.

8. Separate Grievance File: All documents, communications and records dealing with the process 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.
9. Meetings and Hearings: No meetings or hearings conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

ARTICLE XXI

Duration of Agreement

This Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2019, subject to the Association's right to negotiate for a successor Agreement as provided in Article C of this Agreement. This shall not be in the absence of a mutual agreement to extend; it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective Presidents, attested by their respective secretaries on the date indicated. IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective presidents, attested to by their respective secretaries, all on the day and year first above written.

THE ENGLEWOOD BOARD OF EDUCATION

Devry Pazant
President

Cheryl Baletto
Board Secretary

THE ENGLEWOOD PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION

Peter Elbert, co-President EAA

, co-President EAA

Englewood Administrator Salary Guide

Principals

Vice Principals

Supervisors

Normally, all Supervisors shall work a 10 month work year, with the exception of a school without a VP, which is at the discretion of the Superintendent.

10 Month Supervisors

11 Month Supervisor

12 Month Supervisors

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VICE PRINCIPALS

All Vice Principals shall work an 11 month work year (unless directed otherwise) comprised of two weeks before students report to school until two weeks after the teachers' last day of school. Vice Principals shall follow the same work calendar as 10 month teaching staff members for purposes of Winter and Spring breaks. If a school building does not have a vice principal, but does have a supervisor, the supervisor may work the 11 month schedule as specified in the VP category.

DIRECTORS

When Directors are operating under a principal's certificate, they will be paid on the principals guide.

