

AGREEMENT

Between the

**SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION**

and the

**SCOTCH PLAINS-FANWOOD
ADMINISTRATIVE GROUP**

JULY 1, 2003 TO JUNE 30, 2006

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ARTICLE I

RECOGNITION

- A. The Scotch Plains-Fanwood Board of Education, hereinafter referred to as the "Board," recognizes the Scotch Plains-Fanwood Administrative Group, hereinafter referred to as the "Group," as the exclusive representative concerning terms and conditions of employment for all full-time personnel in the following job classifications:

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

- B. Unless otherwise indicated, the terms "member" or "administrator" or "group member" when used hereinafter in this Agreement shall refer to all personnel represented by the Group as defined in Section A. above. Reference to either male or female members shall include the opposite sex.

ARTICLE II

NEGOTIATION PROCEDURES

- A. Parties agree to enter into collective negotiations pursuant to NJSA 34:13A-1 et seq. as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the Group is recognized to negotiate. The time to commence negotiations shall be in accordance with PERC rules, or later, if the parties agree, in each year in which a contract is subject to re-negotiation. Any agreement so negotiated shall be applicable to all personnel for whom the Group is recognized to negotiate.
- B. Neither party shall have any control over the negotiating representative of the other party.
- C. 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.
- D. The Board agrees to negotiate with the Group whenever terms and conditions of employment are modified as a result of administrative reorganization. The negotiation shall commence within a reasonable time after the reorganization takes place. Any negotiated settlement shall be retroactive to the effective date of the modification of terms and conditions of employment unless a different date is agreed to.

ARTICLE III

RIGHTS OF ADMINISTRATORS

- A. The Group may use the school building facilities at all reasonable hours for meetings before or after normally scheduled school sessions subject to the reasonable rules and regulations which uniformly apply to the use of school facilities. Bulletin boards, administrators' mailboxes, and inter-school mail shall be made available to the Group. School duplicating equipment may be utilized, but the Group shall purchase privately all expendable materials and supplies.
- B. The Board agrees to make available to the Group in response to reasonable requests from time to time, public information which the Group requires to process professional grievances, to administer this Agreement, and to formulate contract proposals.
- C. Whenever any administrator is required to appear before the Board or any committee thereof concerning any matter of discipline which could adversely affect the continuation of that administrator in his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Group present to advise him/her and represent him/her during such a meeting.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. Definition
 - 1. A "grievance" shall mean a complaint by an administrator or a group of administrators that there has been to him/her or to them, or to the Group, an inequitable, improper, or unjust application, interpretation, or violation of this Agreement.
 - 2. "Aggrieved party" shall mean any person or group of persons in the Group filing a grievance. However, when a group is involved the grievance shall be processed as an individual grievance.
 - 3. "Days" shall mean working days as specified for twelve-month employees.
 - 4. The "immediate superior" shall mean the person so designated by the District's organization chart.

B. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to grievances of Group members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which there is adequate opportunity to dispose of differences in a professional manner, without, where possible, involving the Board in time-consuming and costly proceedings.

- C. 1. A grievance to be considered under this procedure must be initiated within ten (10) days of its occurrence.

2. Failure at any step of this procedure to communicate in writing the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure of the aggrieved party at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. Level One

The aggrieved party shall first discuss the grievance with his/her immediate superior with the objective of resolving the matter informally. The immediate superior shall meet with the aggrieved party within five (5) days after receiving notice of the grievance. The immediate superior shall render a decision within five (5) days after said meeting.

5. Level Two

If as a result of the discussion the aggrieved party is not satisfied with the disposition of the grievance at Level One, he/she may formally file the grievance in writing with the Superintendent within five (5) days after the decision at Level One, or ten (10) days after the grievance was informally presented, whichever is sooner. The Superintendent shall meet with the aggrieved party prior to communicating his/her written decision. The Superintendent's written decision shall be rendered within ten (10) days after the formal grievance was delivered to him/her.

6. Level Three

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he/she may within five (5) days after a decision by the Superintendent or ten (10) days after the grievance was filed with the Superintendent at Level Two, whichever is sooner, submit the grievance through the Superintendent to the Board of Education. The Board, or a committee designated by the Board, shall meet with the aggrieved party and the Superintendent prior to communicating the Board's written decision. The Board's written decision shall be rendered within twenty (20) days after the grievance is received by the Board's secretary.

7. Level Four - Arbitration

- (a) If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, within five (5) school days after receipt of the Board's decision, or if no decision has been rendered, within thirty-seven (37) calendar days after the grievance was delivered to the Board, the aggrieved party may request that the Group submit the grievance to arbitration. If the Group determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the request of the aggrieved party by submitting a demand for arbitration to the American Arbitration Association and to the Board of Education.
- (b) The parties shall be bound by the rules and procedures of the American Arbitration Association.
- (c) The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. He/she shall render a written decision within thirty (30) days after the completion of the hearing or hearings or submission of any additional data. A copy shall be simultaneously furnished to the Group and to the Board. The arbitrator shall limit himself/herself to the issue submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The award of the arbitrator shall be final and binding on the parties.

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of this Agreement.

In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule or which he/she determines is not

arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.

The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The cost for the services of the arbitrator, including per them expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Group. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

1. The aggrieved party must be present and may be accompanied and represented at all stages of the formal grievance (Level Two and beyond) by legal counsel or a representative from the local, state or national association.
2. Notices of grievances at all levels will be filed on forms jointly prepared by the Group and the Superintendent so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
4. While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
5. It is agreed that the Board and the Group shall individually assume costs in connection with the processing of the grievance. In the event, however, that the grievance is processed through arbitration, the Group and the Board shall equally share the costs.
6. 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.

ARTICLE V

PROTECTION OF MEMBERS AND PROPERTY

The Board of Education agrees to take all reasonable precautions under State Law to protect the health and safety of its administrators.

ARTICLE VI

GROUP MEMBERS EMPLOYMENT

- A. The Board agrees to hire only certificated personnel or those eligible for certification for every administrative position for which a New Jersey State certification is required, unless such personnel are not available.
- B. Members shall be notified in writing of their contract status and salary status for the ensuing year not later than May 15th of each year.

ARTICLE VII

EVALUATION OF GROUP MEMBERS

Administrators shall be evaluated in accordance with the provisions of NJAC 6:3-4.1 (Supervision of Instruction: observation and evaluation of non-tenured teaching staff members) and NJAC 6:3-4.3 (Evaluation of tenured teaching staff members).

- A. Guidelines for the completion of the administrative evaluation form:
 - 1. Instructional Leadership
 - 2. Supervisory Management
 - 3. Personnel Administration
- B. General Considerations

The purpose of evaluation is to provide the basis and guidelines for the growth and improvement and/or the recording of weaknesses and deficiencies of a staff member in the fulfillment of his or her role and responsibility.

The second purpose is to provide the basis for the formulation of judgment regarding employment, salary determination, dismissal, maintenance, and/or reappointment to create a systematic approach to compensation and promotion.

C. Procedure

1. It is agreed that the accomplishment of the basic day-to-day managerial and supervisory function of the administrator which gives direction to the operation of the school, the supervision of staff and the improvement of instruction, remains the central basis for evaluation. Each administrator shall develop specific objectives i.e., job targets and/or site objectives. These objectives shall be viewed, when developed, as one portion of the total process. The time line for the development and implementation of these objectives shall be consistent with the school year. Tentative objectives for the subsequent school year shall be considered during the summer and shall be refined by the administrator and submitted to the Superintendent and/or designee as the basis for a conference to be held during the summer. During that conference, a free exchange will take place resulting in statements of objectives to be pursued during the school year. Objectives will be agreed to before the end of September.
2. Following the summer conference, a periodic conference(s) shall be held as deemed necessary by either party and prior to the March summary evaluation report. This report conference shall serve to evaluate and/or revise these objectives and to report the degree of progress made.
3. Minimum of one formal evaluation report will be filed by the Superintendent for each tenured administrator during any given year and a minimum of three evaluations shall be made for a non-tenured administrator.

The evaluation report is to be filed by March 31 st.
4. The judgments made on evaluation reports for principals and assistant principals should represent the opinions of more than one supervisor. The final evaluation is the responsibility of the Superintendent. A conference shall be held with a draft document with each administrator prior to the final written evaluation report. The written evaluation report shall be compiled and submitted to the administrator within ten (10) days following the date of the conference.
5. As soon as it is determined that an administrator is not meeting expectations, as delineated in the evaluation criteria, and needs to correct specific deficiencies in order to be recommended for reemployment or salary increase, a conference will be held with the evaluator to discuss the situation. As an outcome of the conference, a written statement detailing specific deficiencies and suggestions for improvement will be given to the staff member within five (5) working days. In order to provide evaluatee sufficient time to implement suggestions for

improvement, a written statement shall precede the March evaluation with as much lead time as possible.

6. No evaluation report shall be filed in the Superintendent's office or shared with the Board of Education before the staff member has had the opportunity to read it, discuss it with the Superintendent, and offer written comments to be appended. To this end, the evaluation reports shall be shared with the evaluatee no less than ten (10) days prior to the date concluding the evaluation period.
7. Should an administrator be invited to a conference with the Board or a committee of the Board in which the continuation of his or her employment or maintenance of his or her salary will be discussed, the staff member has the right to be accompanied by an organizational representative or legal counsel of his (her) choosing. Should an administrator be involved in a conference in which he (she) perceives the content of which is deleterious to his (her) employment status, he (she) may adjourn the conference in order to obtain said representation or counsel. The adjourned conference must be reconvened at the convenience of both parties, but within five (5) working days of its initiation.

ARTICLE V111

FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before May 15th of each year, the Board shall give to each non-tenured administrator continuously employed since the preceding September 30th either:

- (a) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, or
- (b) A written notice that such employment shall not be offered.

2. Reasons and Hearings

Any non-tenured member of the Group who receives a notice of non-reemployment may request either reasons and a hearing or both concerning the non-reemployment in accordance with the provisions of N.J.A.C. 6:3-1.20.

B. Notification of Intention to Return

If the non-tenured administrator desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1 st in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the administrator.

ARTICLE IX

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of members is not an appropriate concern nor within the purview of the Board of Education except as it may interfere with the effective performance of his assigned functions within the school district.
- B. Members shall be entitled to full rights of citizenship, and no religious, social or political activities of any administrators or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said activities do not violate any local, state or federal law.
- C. The Board and the Group agree that academic freedom is essential to the fulfillment of the purposes of the Scotch Plains-Fanwood School District, and they acknowledge the fundamental need to protect administrators from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their job functions. Accordingly, they agree as follows:
1. In performing their job functions, administrators shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the school and society provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or the Board.
 2. Administrators shall not be censured nor restrained in the performance of their job functions on the ground that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system. It shall be understood that administrators shall act and speak with the best interest of the district in mind.

ARTICLE X

GROUP PARTICIPATION IN THE DEVELOPMENT OF POLICY

It is clearly understood that the Board of Education is solely responsible for the development and adoption of policy. However, the value of the advice of the district's administrative leadership is recognized by the Board.

1. Representatives of the Administrative Group shall be provided with the opportunity to meet with the Superintendent on policy issues prior to the public introduction of the policy.
2. It is also understood that such policy issues remain confidential within the Group until such policy is publicly introduced by the Board of Education for first reading.

ARTICLE XI

SCHOOL CALENDAR

Prior to submitting the proposed school calendar to the Board of Education, the Superintendent shall submit the proposed calendar to the Group and shall meet, upon request, with appropriate officials of the Group to discuss and consider revisions of the calendar. Such meetings shall in no way limit the role of the Superintendent in recommending to the Board of Education the adoption of the school calendar, nor shall it in any way abridge or modify the final authority of the Board of Education in connection with its adoption.

ARTICLE X11

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its administrators, dues for any combination of such associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 3 10, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Group by the 15th of each month following the monthly pay period in which deductions were made. The Group Treasurer shall disburse said monies to the appropriate association or associations.

- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Group shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board the new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Group the total deduction and not the individual deductions. It shall be the obligation of the Group from the total deduction to make the further individual deductions authorized by the members.
- C. The program now in force for payroll deductions with the Union County Teachers' Federal Credit Union shall remain.

ARTICLE XIII

PROFESSIONAL GROWTH

- A. The Board agrees to make available a total of \$15,000 annually for the reimbursement for administrators' costs of tuition for courses taken for professional development in each school year.
1. An administrator shall apply for reimbursement under the following procedure:
 - a. Prior to beginning the course, the administrator shall advise the office of the Superintendent of Schools of the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program, and the institution where the course will be taken.
 - b. Upon completion of the course, the administrator shall present to the office of the Superintendent, evidence of the tuition cost incurred and evidence of the grade received.
 2. An administrator shall be reimbursed up to a maximum of six (6) credits per session, not to exceed twelve (12) credits per year at the Rutgers, the State University, rate per credit or the actual tuition rate paid, whichever is lower, for the tuition cost incurred if he or she has followed the procedures of Section 1. a. and b., and if:
 - a. the course is part of a program leading to an advanced degree in an area of education. Courses should be taken at an accredited college of university,
 - b. the grade received was B or better,

- c. tuition reimbursement shall include reimbursement for the Principal's Assessment fee at the NJPSA rate,
 - d. the administrator has not received or will not receive reimbursement from some other source.
3. The Board agrees to pay other reasonable expenses incurred by an administrator in connection with workshops, seminars, conferences, and membership in professional organizations, for which a member obtains prior approval of the Superintendent, or which the administrator is required by the administration to take and/or attend.
4. The Board agrees to make available up to \$200 per administrator each contract year to purchase books, equipment and/or other educational resource materials according to the discretion of the individual member following established accounting procedures. Such materials would become the property of the Scotch Plains-Fanwood Board of Education.

ARTICLE XIV

SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she 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/her immediate household.
- B. The granting of sick leave shall not be intended to entitle any administrator, in the event extensive sick leave is not required, to accumulate more than twelve (12) days of unused sick leave in accordance with the provisions of NJSA 18A:30-7. Unused sick days shall accumulate without limit.
- C. Upon recommendation of the Superintendent specific circumstances necessitating the need for sick leave over and above the amount accumulated shall be considered in a positive manner by the Board.
- D. Employees who retire and who will be eligible to receive TPAF pension checks immediately after retirement shall be entitled to receive severance pay based upon accumulated sick leave days as follows:

1. Effective July 1, 2003, sixty-five dollars (\$65) per accumulated sick leave day at the time of retirement to a maximum of one hundred sixty (160) days. Effective July 1, 2004, the amount will be increased to eighty dollars (\$80).
2. Payment for accumulated sick leave days shall be made in either a lump sum payment during July immediately following retirement or in two or three equal payments occurring in the first, second and/or third July following retirement at the option of the retiree.
3. In the event of the death of an employee who has at least ten (10) years of service in the district, the employee's estate shall receive payment in accordance with this Section.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

During the calendar year, administrators shall be entitled to the following temporary leaves of absence without loss of pay which shall be non-cumulative:

1. A total of three days leave of absence for such personal or other matters which require absence during the year. Application to the Superintendent for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.
2. The actual time necessary for appearance in court or before a state administrative agency pursuant to a duly issued subpoena for school related business. The subpoena shall be presented to the immediate superior in advance of the appearance at court or the administrative agency for approval.
3. Members of the New Jersey National Guard and United States Military Reserves shall be entitled to fifteen (15) days annual training leave of absence upon submission of a copy of their orders to active duty without loss of pay or time on all days on which he shall be engaged in field training. An administrator will make every effort to take this field training during non-school periods whenever possible.
4. Temporary leaves of absence without loss of pay may be granted by the Superintendent of Schools.
5. A maximum of five (5) days at any one time in the event of the death of a mother, father, spouse, child, sibling, or grandchild. A maximum of three (3) days in the event of the death of a daughter-in-law, son-in-law, father-in-law, mother-in-law, grandmother or

grandfather. A maximum of two (2) days in the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

The Board may grant such leaves of absence without pay as it may deem necessary and appropriate.

ARTICLE XVII

SABBATICAL LEAVE

A. Eligibility

By reason of the fact that those administrators who work on a twelve-month basis are denied an opportunity for self-improvement through study during summer months, such administrators who have completed six (6) or more years of continuous satisfactory service in the Scotch Plains-Fanwood Public Schools may be granted leave for one academic year (September 1 - June 30) for professional study or research, with the approval of the Superintendent for research leading to professional growth which would be beneficial to the Scotch Plains-Fanwood School System and is in an area directly connected with his/her work in the Scotch Plains-Fanwood Public Schools.

B. Number of Leaves Authorized

One sabbatical leave per two year period may be granted by the Board subject to the determination of the Superintendent relative to the effect on the operation of the school system by reason of the specific individual requesting the leave at any given time. The Board's decision to grant/deny a sabbatical leave shall be final and shall not be subject to challenge beyond the Board.

C. Application for Leave

1. Application for sabbatical leave shall be made on or before January 1st for a leave during the following year. If approved, such leave shall officially begin the following September and shall be on a one-year basis only unless a different effective date and period of duration is mutually agreed upon by the member and the Superintendent.

2. Applications shall be made to the Superintendent upon the appropriate form and shall include the program to be followed by the administrator during the period of leave.
3. Each applicant shall be notified promptly by the Superintendent, in writing, of the decision covering the application.

D. Subsequent Service

At the expiration of sabbatical leave, the administrator shall enter into a contract to continue in the service of the Scotch Plains-Fanwood Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

If any administrator fails to continue in service after such sabbatical leave, the administrator shall repay the Scotch Plains-Fanwood Board of Education a sum of money equal to the amount of salary received while on leave of absence, unless such administrator is incapacitated, has been discharged or has been released for good and sufficient reasons by the Board of Education from this obligation.

The aforementioned repayment shall be made in full by a certified check payable to the order of the Scotch Plains-Fanwood Board of Education within seven (7) days after the administrator has been informed by the Board Secretary as to the full amount of salary to be repaid.

Other arrangements for repayment may be considered, upon written request to the Board of Education, detailing the proposed arrangements and subject to acceptance by the Scotch Plains-Fanwood Board of Education.

E. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the administrator to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

F. Illness or Accident

Should the program of study or itinerary being pursued by an administrator on sabbatical leave be interrupted by serious accident or illness (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave and shall not prejudice the administrator against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent is notified of such accident or illness by registered letter within ten (10) days of its occurrence. Arrangements may be made subsequently to carry out the intent of the sabbatical leave contract.

G. Forfeiture of Leave

The administrator to whom sabbatical leave has been granted shall accept responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship and a contractual agreement exists between the recipient and the Superintendent of Schools and the Board of Education.

If the Superintendent is convinced that an administrator on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the administrator an opportunity to be heard.

H. Reinstatement

It is the intent of the Board of Education to replace the administrator while on sabbatical leave and not have his/her responsibilities assumed by other administrators. At the expiration of sabbatical leave, the certificated administrator shall be reinstated in the position held by such administrator at the time such leave was granted, unless he/she shall agree otherwise. This is further conditioned by the presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom.

I. Salary

The salary granted to an administrator on a full school year sabbatical leave shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, minus the regular deductions for taxes and Teachers' Pension and Annuity Fund. The salary payments shall be in accordance with the general time schedule for payments of salaries in the Scotch Plains-Fanwood Public Schools.

ARTICLE XV111

BLANKET BENEFITS

- A. The Board shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his/her family.
- B. The Board agrees to provide a dental insurance plan for the employee and his/her family.
- C. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District

for twenty (20) or more years. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of Retirement coverage shall be as follows:

1st year of retirement	100% paid by the Board
2nd year of retirement	90% paid by the Board
3rd year of retirement	80% paid by the Board
4th year of retirement	70% paid by the Board
5th year of retirement	60% paid by the Board
and from the 6th year forward	50% paid by the Board.

The individuals so covered shall be required to pay the necessary contribution of the Board in advance of the payment of the premium by the Board.

- D. The group insurance benefits described above shall be identical to the group insurance benefits granted to the district's teachers.

ARTICLE XIX

LONG-TERM DISABILITY INSURANCE

- A. The Board shall maintain a group long-term disability insurance policy for all administrators. The Board may also include non-Administrative Group employees such as the Superintendent, Assistant Superintendents, Business Administrator, Personnel Specialist and Directors in the disability insurance policy.
- B. The disability insurance policy shall provide payments for total disability that are sixty percent (60%) of the administrator's salary up to a maximum of seven thousand dollars (\$7000) per month. The qualifying period shall be sixty (60) days. The definition of disability shall be the definition contained in the 1999-2000 insurance policy.

ARTICLE XX

TRAVEL EXPENSES

Each member of the Group shall receive an annual stipend as reimbursement for all required use of personal automobiles for travel within and outside the boundaries of the School District. In addition, members shall be reimbursed at the rate per mile that is set each year by the Internal Revenue Service for all required travel to locations more than fifty (50) miles from the School District. The annual stipend shall be three hundred dollars (\$300).

ARTICLE XXI

WORK CALENDAR AND VACATION

- A. The contractual year for a member of the Group shall run from July 1 through June 30. Included within this work year shall be:
1. Twenty-five (25) days paid vacation
 2. Following the completion of six (6) years of administrative service in the school district the paid vacation shall increase to thirty (30) days.
 3. Thirteen (13) paid holidays as designated in the school calendar including Independence Day and Labor Day.
- B. The Superintendent shall be notified a minimum of two (2) workdays prior to the taking of vacation days of the employee's intent to take vacation days. Approval or disapproval of the requested days shall be consistent with the needs of the District. Shorter notification may be acceptable based on the needs of the District.
- C.
1. Earned vacation days may be accumulated up to a maximum of fifty (50) days. The maximum number of vacation days eligible for conversion to cash at termination of employment shall be fifty (50) days. The conversion of vacation days to cash shall be based on 1/260 of the administrator's annual salary at the time of conversion.
 2. For administrators initially employed in vacation-eligible positions after June 30, 1994: the maximum accumulation and conversion shall be thirty (30) vacation days.
- D. Administrators who are required to report to work on approved scheduled vacation days shall be granted another vacation day in lieu of the day worked even if required to work less than a full day.

ARTICLE XXII

SALARY PLAN

- A. The salary plan is detailed in Appendix A of this contract. However, it is agreed that those employees hired during the life of this contract will negotiate an initial salary individually with the Board of Education and that succeeding contracts will be in accordance with the attached salary plan; but, in no circumstances shall any employee governed by this contract receive more than a one percent (1%) annual increase in salary above the increase the administrator would have received on the salary guide.
- B. When an administrator is temporarily promoted to a higher paying position, the administrator shall be compensated in accordance with Appendix A after thirty (30) calendar days in the higher paying position. This section shall not apply to temporary promotions resulting from vacations.

ARTICLE XXIII

NOTICE PROVISIONS

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 by telegram or by certified mail at the following addresses:

1. If by the Group, to the Board at Evergreen Ave. & Cedar St.
Scotch Plains, N.J. 07076
2. If by the Board, to the Group at Evergreen Ave. & Cedar St.
Scotch Plains, N.J. 07076

ARTICLE XXIV

DURATION

- A. This Agreement shall be effective July 1, 2003 and shall continue and remain in full force and effect through June 30, 2006 and shall continue from year to year thereafter unless either party notifies the other of its intention to resume negotiations. Such notice shall be timely in accordance with the rules for commencing negotiation as established by PERC and shall designate the specific articles or sections of the Agreement to be negotiated. The party receiving the notice of intent to negotiate may also present articles and sections for negotiation.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto all on this day of _____.

SCOTCH PLAINS-FANWOOD
ADMINISTRATIVE/SUPERVISORY
GROUP

SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION

By Jeffrey Supto
President

By Jane S. Pate
President

Attest: Mai Frank
Secretary

Attest: Gayle
Secretary

APPENDIX A

ADMINISTRATIVE GROUP

Except as provided in Article XXII, each Administrator's salary will be equal to the Base Salary (see A), times a Salary Factor (see B), plus a longevity payment, if applicable (see C).

A. The Base Salary is:

2003-2004--\$75,468
2004-2005--\$77,166
2005-2006--\$78,902

B. The Salary Factor is the sum of three values: Job Category value, Education value, and Administrative Experience value.

1. The Job Category values are:

<u>Job Category</u>	<u>Value</u>	<u>Maximum Value*</u>
High School Principal	1.60	1.85
Middle School Principal	1.50	1.75
Elementary School Principal	1.40	1.65
High School Assistant Principal	1.30	1.55
Director of Guidance/Student Personnel Services	1.30	1.55
Middle School Assistant Principal	1.20	1.45

* The Maximum Value reflects the total Salary Factor assuming maximum Education value (0.1 for an Ed.D.) and the maximum Administrative Experience value (0.15 for ten years of experience).

2. The Education values are:

<u>Educational Level</u>	<u>Value</u>
MA+30	0.03
6th Yr.	0.07
Ed.D.	0.10

3. The Administrative Experience Value is 0.015 for each year of administrative experience, to a maximum of ten years.

- C. Each administrator initially employed as an administrator within the Scotch Plains-Fanwood School District prior to July 1, 1997 shall be entitled to a longevity payment of seven hundred and fifty dollars (\$750) per year after fifteen (15) years of teacher/supervisor/administrator experience, seven (7) years of which shall be in the Scotch Plains-Fanwood School District. The amount of the longevity payment shall increase to three thousand five hundred dollars (\$3,500) per year after twenty-five (25) years of teacher/supervisor/administrator experience, thirteen (13) years of which shall be in the Scotch Plains-Fanwood School District. Administrators who are initially employed as an administrator within the Scotch Plains-Fanwood school District on or after July 1, 1997 shall not be entitled to a longevity payment.
- D. Each administrator shall receive five hundred and fifty dollars (\$550) in addition to the salary amounts determined by the salary factors specified in Sections A, B, and C of this Appendix.
- E. If during the period beginning July 1, 2003 and ending July 1 2005, the salary base and salary factors set forth in Sections A. and B. above do not produce a three percent (3%) increase over the prior year's salary as determined by the salary base and salary factors for the preceding year for any administrator, that administrator's salary shall be increased by three percent (3%) exclusive of the longevity and salary additions set forth in Sections C. and D.