### COLLECTIVE BARGAINING AGREEMENT

### BETWEEN

### PLAINFIELD BOARD OF EDUCATION

### AND

### PLAINFIELD ASSOCIATION OF SCHOOL ADMINISTRATORS

\times\_July 1, 1988 - June 30, 1990

JAMES P. GRANELLO, ESQ. 530 Prospect Avenue Little Silver, NJ 07739 (201) 842-4114

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### ARTICLE · I

### RECOGNITION

- A. The Plainfield Board of Education agrees to meet with the representatives of the Plainfield Association of School Administrators on matters for negotiation.
- B. The Board of Education further agrees to recognize the Plainfield Association of School Administrators as the exclusive and sole representative in collective negotiations. The recognized bargaining unit shall be composed of the following personnel only:

Principals

Summer School Principal

Vice-Principals

Director of Special Services

Director of Adult Education

Supervising Coordinators of Special Education

Director of Athletics

Director of Federally Funded Programs

Director of Attendance

Testing Coordinator

Bilingual Coordinator

Basic Skills Coordinator

ITC Coordinator

Department Supervisors

Supervisor of Buildings and Grounds

Supervisor of Transportation

Supervisor of Mathematics

Supervisor of Monitoring & Compliance

Supervisor of Reading and Language Arts

Adult Education Supervisor

Accounts Manager

Purchasing Specialist

C. During the course of this contract, If additional administrative titles are created, this Article, upon petition of P.A.S.A., may be renegotiated.

### ARTICLE 11

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on matters concerning the terms and conditions of administrators' employment. Any agreement so negotiated shall apply to all represented personnel, be reduced to writing, be signed by the Board and the Association, and adopted by the Board.

Notice of intention to negotiate a successor Agreement shall be submitted by either party to this Agreement to the other party by September 30 of the calendar year preceding the calendar year during which the existing Agreement shall expire.

Negotiations shall commence no later than December 1 and no earlier than November 15 of the calendar year preceding the calendar year in which the existing Agreement expires.

Upon request of either party for a meeting to commence negotiations, a mutually acceptable date shall be set no more than fifteen (15) calendar days following the date of the request.

When a tentative Agreement is reached upon any spectfic proposal included in the negotiations, the tentative Agreement shall be reduced to writing and copies initiated by both parties. No such Agreement shall take effect until ratification of the entire contract by the Association and the Board.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. The Board may be represented by a committee appointed by the President. The Association may be represented by a committee of its own choosing, not to exceed five (5) in number. The partles concerned may call upon competent professional or lay representatives to assist them.
- D. The terms of this Agreement shall be effective July 1, 1988 and shall remain in full force and effect until June 30, 1990. The Agreement shall be considered renewed from year to year unless either party shall present a written notice of amendments and negotiations shall proceed in accordance with the rules and regulations established by the Public Employment Relations Commission.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

### ADMINISTRATORS RIGHTS

- A. No administrator shall be disciplined, reprimanded, reduced in rank or compensation or have a salary adjustment withheld, or be deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure as outlined in Appendix B.
- B. Prior notice to appear before the Board or any committee or member thereof except the Superintendent of Schools
  concerning any matter which could adversely affect the continuation of that administrator in his office, position or employment or the salary or any increments pertaining thereto, shall
  be given in writing and shall include the reasons for such
  meeting or interview.
- C. An administrator shall be entitled to have a representative of the Association to advise him and represent him at any meeting or interview with the Board or committee of Board members thereof which might adversely affect his employment status, but shall not be limited to such representation.
- D. An administrator shall be suspended with pay pending an investigation, hearing or trial thereof, except in two (2) cases pursuant to N.J.S.A. 18A:6-8.3, (1) if the reason for the suspension was a criminal indictment, and (2) if the charges have been filed in accordance with the tenure law, the suspension may be without pay at the Board's discretion.

- E. The Board will pay a maximum of one hundred seventy-five (\$175.00) dollars, not more than once each year, upon presentation of a valid physician's bill for a comprehensive check-up of the administrator performed during that year.
- F. All professional vacancies in the schools shall be promptly posted and all currently employed administrators who meet the minimum job requirements shall be given the right to apply and be interviewed for said positions prior to the positions being filled. Upon the conclusion of the selection process, all candidates who are members of this unit will be notl-fied of the outcome.
- G. The personal life of a member represented by the Association shall not affect the member's employment or evaluation except insofar as it may affect the member from performing properly his/her assigned functions.
- H. Parties recognize each administrator's right for payment of sick leave for service connected disability pursuant to N.J.S.A. 18A:30-2.1.
- I. Parties recognize each administrator's right to be indemnified against civil and criminal actions in accordance with N.J.S.A. 18A:16-6 and 18A:16-6.1 respectively.

### ARTICLE IV

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### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board of Education or a committee of the Board shall meet with the Association's Executive Board a minimum of twice a year. The Association and the Superintendent shall set the agenda for such meetings.
- B. The Superintendent and a representative group not exceeding slx (6) appointed by the President of the Association shall meet ten (10) times per year at mutually agreed upon intervals usually not exceeding one per month.
- C. 1. Whenever a major decision is to be made that will have an effect on a school building(s) or educational program, the building administrator or program director(s) involved shall be consulted prior to the decision making.
- 2. Administrator(s) and program director(s) shall be notified by telephone of the opportunity for such consultation. If he/she cannot be reached by telephone, he/she shall be notified by the most expeditious means of the opportunity for such consultation. All such notifications shall provide the administrator(s) or program director(s) with sufficient lead time, whenever possible, to be present for such consultations.
- 3. Such meeting shall be with the Superintendent or his designee and the building administrator(s)/director(s).
- D. The Association may appoint a representative to serve on an orientation committee for new teachers and/or in-service planning committee.

- E. No administrator may be appointed by the Board or its designee(s) to represent an administrator or a group of administrators on any matter pertaining to the terms and conditions of administrator employment.
- F. The Board of Education will comply with the terms of N.J.S.A. 52:14-15.9e and the rules established by the New Jersey Department of Education and upon certification of the treasurer of the Association, accompanied by signed authorizations (releases) from affected members, will deduct dues for bonafide professional organizations. The total of these deductions will be transmitted once each month to the treasurer of the Association who shall be responsible for disbursing it to the various organizations. The Association shall be responsible for notifying the Board of Education of the proper deductions and for all accounting after receipt of cumulative deductions from the Board.
- G. Use of School Building Representative 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.
- H. Use of School Equipment The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all

materials, supplies and equipment incident to such use. Use of equipment shall not interfere with or interrupt normal school operations.

### ARTICLE V

### ADMINISTRATIVE HOURS AND WORKLOAD

- A. Administrators covered under this contract shall be exempt from representing the Board of Education in negotiations with the bargaining groups of other Board of Education employees. They may, however, serve as consultants in negotiations at the discretion of the Superintendent as long as assignment does not require the administrator's presence either at negotiating sessions or in the immediate area of the negotiating session.
- B. The workload of an administrator shall not be Increased or added to without prior consultation with the administrator affected.
- C. Each administrator shall be provided with a job description.

### ARTICLE VI

### SALARIES

- A. The salaries of all administrators covered by this Agreement shall be calculated pursuant to the methods set out below.
- B. Ten month administrators hired to work at substantially equivalent duties during the summer months shall be compensated at 10% per month of their yearly salary for the current
  school year.
- C. All vacation salary will be at current year's salary when vacation is accumulated.
- D. Salary credit for prior administrative experience may only be granted when experience is determined to be comparable to that to be performed in Plainfield and was performed under the same certificate as required in Plainfield or was eligible for such certificate.
- E. Prior to a candidate's signing an individual contract at the time the individual's salary is to be established, a representative of P.A.S.A. will review with the candidate his/her salary to verify its accordance with the master Agreement.
- F. Except to the extent that they were used in calculating the salaries of all administrators (except department supervisors) for salary guldes which are effective July 1, 1981 and July 1, 1982, respectively, the ratio system in effect

during the 1980-81 Agreement is no longer in effect and is hereinafter defunct.

G. Effective July 1, 1988, the overall salaries for all bargaining unit members shall be increased by seven (7%) percent over salaries paid in the 1987-88 school year, inclusive of any and all increments.

H. Effective July 1, 1989, the overall salaries of all bargaining unit members shall be increased by seven (7%) percent over salaries paid in the 1988-89 school year, inclusive of any and all increments.

The Board and P.A.S.A. will jointly develop salary guides.

- I. All department supervisors will be paid in accordance with the salary guide developed for the position and annexed hereto.
- J. All salaries shall be properly adjusted so as to recognize the factors of longevity, additional preparation and credit differentials in the manner set forth in the salary guides annexed hereto.
- K. The Board may provide an additional amount of money based upon criteria established in a Merit Pay Plan for princl-pals, a copy of which is annexed hereto and incorporated herein by reference. Board agrees to consider expansion of distribution of monies after this contract expires.
  - L. Hiring and Promotlonal Practices
- 1. Minimum increase for promotion within district shall be no less than two and one-half (2-i/2%) percent;

- 2. Candidates may be given recognition on salary guide for educational-related experience either in public or private sector;
- 3. Board has right to reopen negotiations to increase maximum salary on guide during life of this Agreement.

### ARTICLE VII

### ADMINISTRATOR EVALUATION

A. A non-tenure administrator shall be evaluated at least three (3) times a year. A tenure administrator shall be evaluated at least once a year. Each evaluation shall be reduced to writing within five (5) school days of the observation and a copy supplied to the Administrator.

The administrator shall be free to append comments to the file within five (5) school days of receipt of his copy. P.A.S.A. shall assist the Superintendent in developing the evaluative tool.

- B. The administrator shall have access at reasonable times and places to his personal file and may append comments promptly upon such material becoming known to him with the following exclusions:
  - i. Letters of reference
- 2. Comparative evaluations used for the purpose of promotions
- C. Whenever an administrator is required to appear before the Board of Education as a result of a complaint filed by a teacher, student, or parent of a student, the administrator shall be notified, in writing, of the contents of the complaint prior to the Board hearing. Said writing shall include the date on which the complaint was filed, and the time and place of the Board hearing.

### ARTICLE VIII

### PERSONAL SICK LEAVE

- A. Ten-month administrators shall be granted ten (10) days absence for personal illness with full pay in any school year. Twelve-month employees shall be granted twelve (12) days per year, as above. The unused days of absence shall be cumulative without limit. N.J.S.A. 18A:30-3.
- B. Administrators shall be given a written accounting of accumulative sick leave days no later than October 31 of each year.
  - C. Extension of Sick Leave

Board Policy 4150 is incorporated herein and made a part of this Agreement as Appendix C.

D. Upon retirement of any administrator, the Board shall, within thirty (30) days from the effective date of the retirement, pay to the administrator Fifty (\$50.00) Dollars for each unused sick day accumulated pursuant to Section A above, to a maxlmum of one hundred and fifty (150) days. The maximum paid to any retiree shall not exceed \$7,500.00. Effective July 1, 1986, the estate of the deceased who was eligible for retirement benefits may receive this benefit. Retirement is defined as having a minimum of ten (10) years in the pension system and fifty-five (55) years of age.

### ARTICLE IX

### PERSONAL DAYS OF ABSENCE

- A. Board Policy 4150 is incorporated into this contract. With respect to personal days of absence, prior approval of the administrator's supervisor or superintendent will be necessary except in case of emergency.
- B. Unused personal business days shall accumulate up to a maximum of two (2) days. For those administrators who have accumulated three (3) or more personal days prior to July 1, 1986, an additional three (3) sick days shall be placed in their accumulated sick days.

### ARTICLE X

### **FACILITIES**

### A. Privacy

In his office each administrator will have telephone equipment which gives him the capability of conducting private telephone conversations without fear of such conversations being monitored by third parties.

B. It is recognized that it is desirable that each administrator required to work during the summer should have an
office which is cooled artificially. The Board agrees to a
good faith effort to provide same within the constraints of its
budget.

### ARTICLE XI

### PROFESSIONAL GROWTH

- A. The Plainfield Board of Education recognizes the value of professional growth by providing full reimbursement upon successful completion of the course to administrators for expense incurred (tuition, college fees and necessary books) in approved college and university courses.
- B. If a grade of A or B is received in a course for which the administrator has received the prior approval of the Super-intendent, such prior approval required only in the event the course is not part of a matriculated program, reimbursement will be at the rate of 100%. If the manual of the college or university establishes that a "pass/fail" system is in effect, a grade of "pass" will be considered equivalent to A or B.
- C. In order to receive any reimbursement, the administrator must be in the employ of the Board at the time of successful completion of the course.

### D. Qualifications

- 1. This program will be restricted to study that is directly connected with the applicant's present assignment.
- 2. Provision will be made for partial reimbursement for travel to approved summer institutes in cases where the travel allowance provided by the institute is not sufficient to meet the needs of the applicant.

### Procedures

1. Applications for the professional growth relmbursement program will be available in all schools and offices.

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- 2. Applicants will be required to submit transcripts and receipted bills for expenses incurred under this program.
- 3. Applications will be submitted to the office of the Superintendent of Schools for review.
- 4. Approved applications will include the amount of reimbursement covered by the eligiblilty requirements.
- 5. The SuperIntendent of Schools will recommend payment based on each individual administrator's application.
- 6. School administrators and supervisors up to and including the level of principal will be eligible in the program with the provision that all courses taken by personnel In these categories shall require prior approval of the Superintendent of Schools.
- 7. Reimbursements for allowable expenses incurred by professional personnel when taking professional growth courses will be made twice a year, at the October and March meetings of the Board of Education. In order to facilitate payment of this policy, it is urgently requested that administrators who are taking approved courses submit their transcripts of completed work as soon as they are available together with the application form and receipts for other allowable expenses. No payments will be made unless all requirements for forms and receipts are fulfilled. It is the intent of this policy to include payment for courses taken the previous summer; therefore when institutions fail to send transcripts by September 1 and

February 1, respectively, It is suggested that the respective staff members notify the Superintendent's office in writing of the fact and consideration will be given to such circumstances.

### ARTICLE XII

### INSURANCE PROTECTION

- A. The Board shall pay the full premiums for each administrator and his family for hospital, medical, Rider J and major medical insurance.
- B. For the duration of this Agreement, the Board agrees that it shall grant to the members of this bargaining unit not less insurance benefits than accorded the members of the Plain-field Education Association bargaining unit.
- C. Any premium increase in the current prescription or dental plans after June 30, 1987 shall be borne by the individual administrator. Annual payment per administrator SHALL BE AT THE PREMIUM RATE IN EFFECT ON JUNE 30, 1987.
- D. Only retirees with ten (10) or more years of service with the school district shall be allowed to purchase the various medical insurance benefits enjoyed by bargaining unit members at one-half of the actual cost, up to maximum cost of \$960.00 per school year, after which costs in excess of \$960.00 will be paid by the employee in their entirety.

The Board of Education will assume a responsibility for one-half of the retirees' cost for the purchase of the various medical insurance benefits enjoyed by bargaining unit members up to a maximum payment of \$960.00 per school year per retiree. This benefit provision is contingent upon acceptance by the various medical insurance carriers. This benefit is not available to those retirees who are eligible for coverage under

the amendments to the State Health Benefits Program supplementing Article I of Chapter 66 of Title 18A of the New Jersey Statutes regarding certain retired employees.

E. Any administrator may waive his/her present health insurance coverage effective July 1, 1986, and in lieu thereof receive a total cash payment of \$750.00 per annum based on family coverage payable in two equal installments during the year coincident with the end of the open enrollment period. Administrators with less than full family coverage are eligible for a pro rata payment in the same manner as described herein as follows:

Single coverage, \$325.00 per year Husband/wife, \$750.00 per year Parent/child, \$600.00 per year

### ARTICLE XIII

### USE OF AUTOMOBILES

- A. Administrators required to utilize their automobiles for Board of Education business shall receive an allowance of twenty-one (\$.21) cents per mile.
- B. This mileage allowance shall include administrators assigned to more than one building.
- C. Administrators shall receive seventy-flve (\$75.00) dollars per year in consideration of having their personal automobiles available for use in Board business when required.

### ARTICLE XIV

### CUMULATIVE VACATION PAYMENT

- A. The estate of a twelve month administrator who dies during a school year shall receive the salary coming to the administrator up to and including the day of his death, as well as payment on a pro rata basis for vacation time accrued by that administrator up to and including the day of his death.
- B. Administrators who shall resign from the employ of the Plainfield Board of Education shall receive payment for their services through their termination date.
- C. Twelve month administrators shall receive payment on a pro rata basis for vacation time accrued through the date of termination of a contract up to a limit of 26 days.
- D. All vacation salary will be at the current year's salary when vacation time is accumulated, provided that such salary would be the salary paid at the time the vacation is earned.

### ARTICLE XV

### ADMINISTRATIVE RELATIONSHIPS

- A. Past practices of the Board affecting the rights to which administrators have been entitled, whether written or oral, cannot be changed without prior consultation with the Association.
- B. No member of the bargaining unit shall be transferred from his present position or assignment without prior consultation.
- C. Building principals shall be consulted, if they are available, on the placement of staff members in their building, on recommendations for physical changes in the building, on curriculum matters in the school, on attendance of building staff at workshops, conferences and visitation to other schools.

### ARTICLE XVI

### COMPLETENESS OF AGREEMENT

A. The parties hereto acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by iaw from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board of Education and the Association for the life of this Agreement each voluntarily and unquall-fiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Both the Board and the P.A.S.A. Negotiations Committee agree to recommend ratification of this Agreement.

### ARTICLE XVII

### MANAGEMENT RIGHTS CLAUSE

- A. The Association recognizes that the Board may not, by agreement, delegate authority and responsibility which by law are imposed and lodged with the Board.
- B. Except as may otherwise be provided or limited in this Agreement, the Board reserves to Itself the sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:
  - 1. to direct employees of the Board;
- 2. to hire, assign, promote, transfer, and retain employees covered by this Agreement with the Board or to suspend, demote, discharge, or take disciplinary action for just cause against the employee;
- to make work assignments, work and shift schedules including overtime assignments;
- 4. to relieve employees from duties because of lack of work or other legitimate reasons;
- to maintain the efficiency of the Board operations entrusted to them; and
- to determine the personnel by which such operations are to be conducted.

### STATEMENT OF AGREEMENT

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 placed hereon, the day of , 1988.

PLAINFIELD BOARD OF EDUCATION

Bv:

Board President

By:

Board Secretary

PLAINFIELD ASSOCIATION OF SCHOOL ADMINISTRATORS

By:

A.S.A. Preside

Bv

# APPENDIX A ADMINISTRATIVE SALARY SCHEDULES

Salary guides indicated for the 1988-90 school year shall be effective only for newly appointed employees to the school district.

Those bargaining unit members employed by the Board prior to the execution of this agreement, shall be compensated at the salaries as indicated:

PRINCIPAL-HIGH	GOLAN	1988-89 SALARY	1989-90 SALARY
S. MAYO	PRO-RATED	56,098	
PRINCIPAL-HIDD	LE SCHOOL		
L. JENGELESKI	PRO-RATED	63,824	
O. PORTER	PRO-RATED	63,635	67.67
A. HONE		59,681	63,876
PRINCIPAL-ELEM	Entary		
C. ARCHER	 Stillman	55,573	59,480
J. CUFF	HOODLAND	54,556	58,393
M. GLADDEN	JEFFERSON	55,359	59,25°
D. HENRY	EVERGREEN	55,572	59,480
E. HOBBIE	EMERSON	59,946	59,946
S. JOHNSON-TUCI		47,600	50.932
G. WILLIAMS	CLINTON	47,496	50,838
J. WILLIAMS	BARLON	55,359	59,251
H. THOMPSON	HASHINGTON	55,573	59,480
J. HAYNES	LINCOLN PRO-RATED	55,507	59,284
E. BILINSKI	COOK	53,957	57,73
DIRECTORS/SUPE	RVISORS 12 HONTHS		
V. CALABRESE	FUNCED PROMS.	56,756	60,725
C. CARTER	ADULT	56,970	60,958
B. MAGGIO	ATHLETIC	55, <del>9</del> 63	59,881
W. GARY	SPECIAL EDUC	50,084	53,590
R. FRYE	eng/lan. Arts	52,036	55,679
A. ANDERSON	MATHEMATICS	55,359	59, <i>2</i> 51
J. BUTLER	SUPV. BLDG/GDS	54,243	58,040
T. BEESE	SPECIAL EDUC PRO-RATED	46,661	51,32
VICE PRINCIPAL HIDDLE SCHOOLS		· ·	
H. FOSTER	MAXSON	55,716	59,616

### ADMINISTRATIVE SALARY SCHEDULES

,			1988-89 SALARY	198 <del>9-9</del> 0 SALARY
O. PORTER E. BAKER	PHS PHS	PRO-RATED PRO-RATED	55,502 45,564	49,710
VICE PRINCIPALS- MIDDLE SCHOOLS (	HIGH SCHOOL &	· · · · · · · · · · · · · · · · · · ·	<b>13,23</b> .	,,
HELEN DEY	HUBBARD		49,979	53,494
E. MICHAELSON	PHS		50,353	53,895
J. HAYNES	PHS VICE PRIN	PRO-RATED	49, <i>9</i> 79 50,781	53,494
DISTRICT SUPERVI		THS)		
M. BAROUCH	BASIC SKILLS	PRO-RATED	43,715	
M. MACCARELLI B. WILSON	BILINGUAL MIDDLE COLLE		41,949 39,429	44,902 42,161
42 MANTU CIBEDIII	CAGY /ARMINITETE	ATTIE		
12 HONTH SUPERVI				
J. BELANGER C. RICHARDSON	ACCTS. MGR. PURCHASING SI	er	39,469 32,556	42,231 35,492
C. SHITH	TRANSPORTATIO		32,543	35,922
department super	VISORS			
E. MC GHEE	GUIDANCE		49,037	52,414
BARBARA FELDMAN			44,265	47,336
A. BANDOMER	SPEC. EDUC	•	43,865	46,936
J. HALTON A. BERKE	MATH SOCIAL STUDIE	se .	44,265 45,215	47,336 48,286
E. SAWYER	BUSINESS		44,265	47,336
L. CARRIER	FOREIGN LANG		44,465	47,536
K. CONROY	ENGLISH		45,215	48,286
J. ANDREWS	VOCATIONAL		37,488	41,255

INCREMENTS WITHOLDINGS WILL INVALIDATE SALARY INCREASES INDICATED ABOVE SALARIES LISTED ABOVE ARE CONTIGENT UPON EMPLOYMENT IN THE SAME POSITION FOR THE 1989-90 SCHOOL YEAR. (NON-TENURED PERSONNEL)

# APPENDIX A ADMINISTRATIVE SALARY SCHEDULES - FOR THE 1988-90 SCHOOL YEARS

٠		PRINCIPAL PIS			<b>=</b>	PRINCIP	AL-HIDDLE	SCHOOLS (	PRINCIPAL-HIDGLE SCHOOLS (12 NOVING)		<b>.</b>	₹ 1	PLUCIPAL -REFORMY	1867	•
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•	X,279	27.70	22,07	7H, HZ		•	23,62	26,83	727.09	M, 137	•	4,383	49,146	X,139	3
	Z,Z	Z X	56,05	42,534		-	X,280	35,417	₹.₹	62,213	-	\$		50,766	¥,
~	3,6	3,7	57,074	41,044		~	27.0%	8,3	56,663	916,01	m	±,0%		49,245	25,673
R.	8,0	23,27	35,362	59,216		~	14,48	3	2,8	25,32		2.8	_	47,766	51,112
•	<b>8</b> ,12	X,9	¥,2	57,440		-	₹.3	2,32	25,33	Z. 78	-	1,91		£,133	49,578
•	01,71	30,78	22,010	55,717		0	47,243	30,078	31,745	55,077	•	8	_	4,93	£,09
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SUPERVISOR OF BUILDINGS AND CROUNDS	OF BUILDING	S AND GROU	<b>2</b>			ı.;	\$	AND REDUCE (12 NOVTHS)	2 JOHNS)		ı.	VICE PRIN	VICE PRINCIPAL (10 NOMB)	ê	
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•			¥,877	S#*#X		•	67,875	30,74	\$,\$	57,887	•	C2, 537	£,13	19,8	28,378
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### APPENDIX B

### GRIEVANCE PROCEDURE

### A. GRIEVANCE:

A "grievance" is defined as an appeal by an administrator or a group of administrators, of the interpretation, application, or violation of policies, agreements, and/or administrative decisions affecting them.

### B. PROCEDURE:

Any grievance to be considered under this procedure must be initiated by the administrator within thirty (30) school days of the time the administrator knew or should have known of its occurrence.

Level:1: Any administrator who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level. If the administrator desires, a P.A.S.A. representative may be present upon request of the grievant. If the administrator is not satisfied with the disposition of his grievance after the informal discussion, or if no decision has been rendered within five (5) school days of the discussion, he may, within five (5) school days after the decision or ten (10) school days after the discussion, set forth his grievance in writing to his immediate superior specifying:

- (a) the nature of the grievance,
- (b) the nature of the resolution sought.

All written grievances should be countersigned by the Association if the Association is representing the grievant. If the grievance does not contain the counter-signature of the Association, his immediate superior shall notify P.A.S.A. that the grievance is pending.

The immediate superior shall communicate his decision to the administrator and to P.A.S.A. in writing with reasons within three (3) school days of receipt of the written grievance.

(c) A principal's grievance will start at Level 2.

Level 2: If, within ten (10) school days of receipt of the decision rendered at Level 1, the administrator is dissatisfied, the Association on his behalf may appeal that decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be made in writing specifying:

- (a) the nature of the grlevance,
- (b) the nature of the resolution sought.

The Superintendent or his designee shall meet with the concerned parties within ten (10) school days. He shall attempt to resolve the grievance as quickly as possible, but shall render a decision within a period not to exceed five (5) school days from the time of the meeting with the concerned parties. The Superintendent or his designee shall communicate his decision in writing with reasons to the administrator and P.A.S.A.

Level 3: Within five (5) school days of receipt of the decision rendered at Level 2, the Association may appeal that decision to the Board of Education. The appeal shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board of Education. The Board, or a committee thereof, shall review the grievance and the decisions rendered at all levels, and shall, at the option of the Board or upon request of the Association, hold a hearing with the concerned parties and render a decision in writing with reasons to all parties within thirty (30) calendar days of receipt of the appeal.

Level 4: A claim by an administrator or group of administrators shall constitute a grievance beyond Level 3 and be processed by the Association beyond Level 3 only if it pertains to a misinterpretation, misapplication or inequitable application of the terms of this Contract. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by a third party, it shall so notify the Board within ten (10) school days of receipt of the Board's decision.

### C. PROCEDURE FOR SECURING THE SERVICES OF AN ARBITRATOR:

The following procedure will be used for securing the services of an arbitrator:

- A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2. If the parties are unable to determine, within ten (10) calendar days of receipt of the list, a mutually satisfactory arbitrator, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 3. The arbitrator shall limit himself to the issues submitted to him and the arbitrator shall consider nothing else. He can add nothing to, nor subtract anything from, the Contract between the Board and the Association. The recommendations of the arbitrator shall be binding. Only the Board, the Superin-

tendent, and the administrator and the Association shall be given copies of the arbitrator's report of findings, reasons and decisions. This shall be accomplished within thirty (30) calendar days of the conclusion of the arbitrator's hearing.

### D. MISCELLANEOUS PROVISIONS:

- 1. Any administrator may be represented at <u>Level 1</u> of the grievance procedure by himself. At succeeding levels he shall be represented by the Association or its designee.
- 2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- 3. If the appeal is not forwarded by the grievant and/or his representative (whichever is applicable) within the required time limit, the appeal shall be considered terminated.
- 4. A grievance which is not settled by the last day of the academic year shall be expedited so that settlement may be achieved as soon as possible.
- 5. A grievance by a group of administrators which is centered in one building shall be initiated at <u>Level 1</u>. A grievance by a group of administrators which is <u>not</u> centered in one building shall be initiated at <u>Level 2</u>.
- 6. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which will be shared equally by the two parties.
- 7. Although written grievances should be countersigned by the Association, such countersigning does not indicate that only grievances bearing that counter-signature may be processed.
- 8. In those instances in which a grievance against an administrator or a decision of an administrator is brought to the level of the Superintendent, the Superintendent shall consult with the invoived administrator before writing his decision.
- 9. 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.
- 10. 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 said law, statute, rule or regula-

tion, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

### APPENDIX C

PERSONNEL PROFESSIONAL CLASSIFIED

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### POLICY ON TEMPORARY LEAVE - Personal Illness or Injury

### I. Personal Illness and Injury

The Board of Education will provide contracted employees leave with full pay for personal illness with the following limits:

Ten month employees 10 days Twelve month employees 12 days

Sick leave will be pro-rated in the same manner as contractual salary when employment begins after the start of a contract year.

Unused sick leave shall be cumulative from year to year without limit, but will not be paid for when an employee terminates employment.

### 2. Family Illness, Injury, or Bereavement

The Board of Education will provide contracted employees five days' leave with full pay in any one year for critical illness or death in the immediate family. This allowance may be extended at the discretion of the Superintendent in unusual circumstances, particularly in cases of service longevity in Plainfield.

Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. Immediate family means husband, wife, children, and any other member of the same home; or father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, regardless of residence.

### 3. Other Absence

The Board of Education provides a maximum of three (3) days per year with pay for reasons other than those listed above. Prior written approval of the teacher's supervisor or principal will be necessary except in case of emergency. Such absences are allowable for business and activities that necessarily must be transacted on days when school is in session. Religious observances, legal matters, jury duty or unusual

family circumstances are some of the reasons for which such absences may be applied.

### 4. Work Connected Absence

If an employee is absent as a result of injury or illness arising out of his employment, the Board of Education will pay his wages or salary for the period of such absence up to one year and will not charge such absence against the employee's annual or accumulative sick leave. The payments of wages or salary shall be made regardless of any temporary disability benefits but shall be reduced by the amount of any workmen's compensation award made for temporary disability.

### Extended Sick Leave

The Plainfield Board of Education may grant a tenure employee additional sick leave at 2/3 pay over and above the sick leave defined by New Jersey School Law upon receiving a recommendation from the Superintendent of Schools. The employee must be under the care of a physician and his sick leave must have expired more than twenty working days prior to granting of additional sick leave. Upon termination of the additional sick leave period, the employee must submit a certificate from his physician indicating fitness to return to work.

### 6. Leave for Jury Duty

An employee called to jury duty will be paid during the time of such service, less any stipend received for such duty.

### 7. Military Reserve Duty

In accordance with John Papa v. Board of Education, Palisades Park, decided by the New Jersey Commissioner of Education November 21, 1974, an employee called to military reserve duty will be granted up to two weeks leave without loss of pay or other benefits while on annual active duty, pursuant to active service in the U.S. Army, Air Force, Navy, Marines, National Guard or Coast Guard Reserves. Employees will be required, if requested, to prove their reserve status.

# PLAINFIELD BOARD OF EDUCATION PLAINFIELD, NEW JERSEY

## BOARD OF EDUCATION AND PLAINFIELD ASSOCIATION OF SCHOOL ADMINISTRATORS

### MERIT PAY PLAN

The Board of Education's merlt/performance pay plan Is available only to principals during this contract perlod.

The plan recommended by the Superintendent recognizes two aspects of principal performance: (1) academic achievement, and (2) instructional leadership.

### 1. ACADEMIC ACHIEVEMENT

The Superintendent has established an achievement goal, wherein all schools are expected to have 80% of the children achieving at or above the national norm in both reading and mathematics.

Principals will be rewarded based on the following scale for pupil achievement on the CATE: (Total school enrollment will be considered.)

% of Pupils Above National Norm	Merit Compensation
81 to 85%	\$1,500
86% and above	2,000

Principal achieving merit in year one of the contract will be rewarded for merit on the following schedule for year two:

% of Pupils Above National Norm	Merit Compensation
86 to 90%	\$1,500
91 to 95% 96% and above	1,750 2,000

Compensation to be paid will be in the form of a lump sum payment, not to be considered a part of the base salary.

### INSTRUCTIONAL LEADERSHIP

The Superintendent will annually select areas of particular interest to the district's focus. In June of each year, principals and the Superintendent would agree on target areas that would constitute the evalu-

ative criteria for merit pay under the instructional leadership section of the merit/performance pay plan.

The criteria for determining merit would be measurable and payment could not be granted until acceptable baseline achievement on the CATE had been met.

The value of the merit/performance award in this section of the plan provides an additional compensation in the amount of \$500 for each principal meeting the agreed upon criteria.

In the 1988-89 the areas of focus would be:

a. Effective Teaching

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 School Climate (This item would consider such items as school spirit, competitions, extra curricular activities, suspensions, drop outs, etc.)

Compensation to be paid will be in the form of a lump sum payment, not to be considered a part of the base saiary.