

AGREEMENT

BETWEEN

SOUTH PLAINFIELD BOARD OF EDUCATION

AND

SOUTH PLAINFIELD PROFESSIONAL PRINCIPALS UNIT

JULY 1, 2005 - JUNE 30, 2006

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PREAMBLE

THIS AGREEMENT, entered into this 29th day of November 2005, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF SOUTH PLAINFIELD, NEW JERSEY**, hereinafter called the "Board", and the **SOUTH PLAINFIELD PROFESSIONAL PRINCIPALS UNIT**, hereinafter called the "Principals Unit."

The inclusion of the corporate unit in this Agreement and an subsequent Agreement in lieu of the former unincorporated unit is not done to limit the liabilities and responsibilities of each individual employee member under this Contract, applicable statutes or as employee, and each is accordingly bound and remains bound to such liabilities and responsibilities. Any limits of liability are solely intended as to third parties and is the primary reason for such incorporation. Subject to the language of this Agreement and in accordance with all applicable laws, all rights of the Board against individual employees, including sanction, remain intact. The South Plainfield Professional Principals Unit represents it has the authority of all individuals within the Unit to make the above representations and agreement.

ARTICLE I

RECOGNITION

A. Pursuant to N.J.S. 34:13A-1 et seq., known as the New Jersey Employer-Employee Relations Act, the South Plainfield Board of Education hereby recognizes the South Plainfield Professional Principals Unit as the exclusive representative for the purposes of collective negotiations concerning terms and conditions of employment for all full-time certificated supervisory personnel under contract to the Board of Education acting in the capacity of Principal, Assistant Principal, Director of Adult and Continuing Education/Principal of Adult High School, Supervisor (Director) of Special Services, Coordinator or Director but excluding:

- Superintendent of Schools
- Assistant Superintendent of Schools
- Business Administrator/Board Secretary
- All other employees of the South Plainfield Board of Education

The term “employee” when used hereinafter shall refer only to those persons in the aforementioned included unit.

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. **Deadline Date:**

In accordance with N.J.S. 34:13A-1 et seq., the Board and the Principals Unit agree to begin negotiations over a successor Agreement no later than February 1 of the last year of this contract.

B. **Binding Arbitration:**

Unless specifically agreed in writing to the contrary, no issue in negotiations over a successor Agreement shall be submitted to binding arbitration.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definition:** A "grievance" shall be defined as a written claim by a unit member that as to him there has been an act or event which constitutes a violation of this Agreement. A complaint of non-tenure unit member, which relates to his non-reemployment, shall not be grievable.

B. A "grievance" to be considered under this procedure must be initiated by the grievant within thirty-days (30) of the time such person knew or should have known of the act or event that constitutes the alleged grievance.

C. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be at any level of this procedure.

(2) Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

(3) It is understood that all employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

(4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

D. Level One:

Any member of this unit who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee within ten (10) calendar days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided. (Schedule B)

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

Level Three:

The grievant, no later than five (5) school days after receipt of his immediate superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. (Schedule B) The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the grievant and the immediate superior.

Level Four:

If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. (Schedule B) The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) calendar days of the receipt of the grievance by the Board or of the date of the hearing with the grievant, whichever comes later.

Level Five:

If the decision of the Board does not resolve the grievance and the grievant wishes review by a third party, he shall so notify the Superintendent within ten (10) school days of receipt of the Board's decision. A grievant, in order to process the grievance beyond Level Four, must have his request for such action accompanied by the written recommendation for such action by the Principals Unit.

No claim by a member of this unit shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation, (c) any bylaw of the Board of Education pertaining to its internal operation, or (d) any matter which according to law is beyond the scope of Board authority.

E. Procedure for Securing the Services of an Arbitrator:

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator on the dispute in question, and the arbitrator shall be chosen according to the rules and procedures of the Public Employment Relations Commission.

(2) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to add to nor to subtract from nor to modify any of the terms of this Agreement, or any policy of the Board of Education as interpreted and applied by the Board, nor shall he, in any case, have the power to rule on any issue or dispute not clearly covered by or which is expected from the definition of a grievance as contained in this Article, or is expected from the grievance procedure by any other provision of this Agreement. The arbitrator shall have no power or authority to set wage rates or to change wage rates. The decision of the arbitrator shall be binding on all parties.

(3) The arbitrator shall not be governed by legal rules of evidence but may receive any logical evidence, which the arbitrator may deem to have probative value.

(4) The Board may, at its election, institute a grievance against the Principals Unit for a claimed misinterpretation, misapplication or violation of this Agreement by the Principals Unit or its representatives. Prior to instituting such a grievance, the Board shall notify the Principals Unit in writing of its intention to do so. The parties shall meet promptly and, in any event, within five (5) school days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved at such meeting, the Board may then proceed with the filing of the grievance by following the procedures of this Paragraph E.

F. Rights of Members of this Unit to Representation:

(1) Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Principals Unit.

(2) When a grievant is not represented by the Principals Unit in the processing of a grievance, the Principals Unit shall at the time of submission of the grievance at Level Two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the grievant held concerning the grievance and shall receive a copy of all decisions rendered.

(3) No reprisals of any kind shall be taken by the Board or by the Principals Unit or by any member of the administration against any grievant, his representative, or any other participant in the grievance procedure by reason of such participation.

(4) 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.

G. Miscellaneous:

The Superintendent or his designee shall prepare forms pertaining to the filing of grievances after consultation with the Principals Unit and shall be similar to those utilized by other South Plainfield personnel.

H. Costs:

(1) Each party shall bear the total cost incurred by it.

(2) The fees and expenses of the arbitrator are the only costs, which will be shared by the two parties, and they will be shared equally.

(3) Employees will be paid for time actually lost during the course of arbitration proceedings up to a maximum of one (1) day and the balance shall be charged to personal time.

ARTICLE IV

PROMOTIONS

1. Notification of all open positions recognized in Article I in the South Plainfield School District should be posted in all schools and sent to the Principals Unit Executive Director. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to the position posted shall be made until twenty (20) days after the posting notice has been issued unless circumstances warrant more expeditious action.

2. Members of the South Plainfield Professional Principals Unit will be given first consideration for all administrative vacancies within the South Plainfield School District. Further, if a Member of the Unit receives a promotion, (i.e., a change of assignment that would cause the position of the column that determines his/her base salary to move from the left on the 2005-2006 base salary guide charts) that Member would receive a (1) \$5,000 base salary increase and (2) be placed on the nearest step at or above \$5,000 in that new column of the base salary guide. That new position would determine the new base salary for that school year. Subsequent base salary guide changes would be based from that new position. If the promotion-base salary would result in an “off-guide” salary, subsequent new base salaries would be determined by the factors that determined the other off-guide salaries.

ARTICLE V

SCHOOL CALENDAR

The Principals Unit shall have an opportunity to make recommendations to the Superintendent of Schools regarding the school calendar prior to final determination and adoption by the Board of Education.

ARTICLE VI

SALARIES AND EMPLOYMENT

A. Salaries

(1) Salaries for each unit position are contained in Schedule A, attached hereto.

(2) In addition to the salaries payable in accordance with Schedule A individual members of the unit shall be entitled to reimbursement for degree status, time in district and time as an administrator, in accordance with the Schedule A attached.

B. (1) Employees covered by this Agreement who are employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

(2) When a payday falls on or during a school holiday, or weekend, employees covered by this Agreement shall receive their paychecks on the last previous working day, and also before personal vacation or summer recess, if the Board Secretary has reasonable notice to accommodate the Business Office.

(3) Each employee covered by this Agreement shall be paid as of the beginning of the school year in accordance with paragraphs A (1) through (5) above.

(4) (a) Members of this unit shall be notified of their contract and salary status for the next academic year no later than May 15 of the preceding year.

(b) In the event that agreement is not reached by this time, the Board shall adopt the contract at the next public Board meeting after final approval by and issue contracts within a period of two (2) weeks thereafter.

(5) The Board of Education agrees to hire as principals, assistant principals, directors or coordinators only those individuals who comply with the rules and regulations of the New Jersey State Board of Examiners.

C. (1) Nothing contained in paragraph "A" or "B" of this Article shall be construed as affecting the Board's right to withhold or to continue to withhold an increment or raise as stated in Title 18A.

D. In consideration of the salaries as indicated herein, all members of the South Plainfield Professional Principals Unit agree:

(1) That professional standards require that the duties of the fulfilled by each member of this unit;

(2) That the work year shall be July 1 through June 30 for twelve (12) month employees; and that the work year shall be September 1 through June 30 for ten (10) month employees, except that within the prescribed ten (10) months, the ten month Administrator will follow the teachers' schedule. Should the Board of Education agree to continue to authorize additional days employment beyond the ten month schedule, those days will be compensated at a per diem rate of 1 /200th of the employee's annual salary.

E. Employment:

The initial placement on the salary guide is determined by and at the discretion of the Superintendent and is not arbitratable.

ARTICLE VII

SUPERVISORY DUTY OBLIGATION

In consideration of the salaries as indicated, all members of the Principals Unit agree that professional standards dictate that the requirements of the position for each member of the Unit will be fulfilled.

On those occasions when schools are closed for students due to inclement weather, employees are expected to report to their assigned building. It is expected that during said available time, employees will continue to pursue their ongoing professional responsibilities. The Superintendent will coordinate arrival and departure times, along with other activities of said days.

ARTICLE VIII

SABBATICAL LEAVE

Sabbatical leave is a plan designed to help maintain supervisory service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

The policy of granting sabbatical or professional leaves of absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

Sabbatical leaves may be granted to no more than one (1) employee at any one time.

The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of supervisory service.

Eligibility:

1. Any employee who has completed seven (7) or more years of continuous satisfactory service in the South Plainfield Public Schools may, upon recommendation of the Superintendent, be granted leave of absence for one (1) full year for study or travel on a full-time basis. Subsequent leaves will not be authorized unless and until one has re-established eligibility by serving another period of seven (7) continuous years of successful service.

Application for Leave:

2. Application for sabbatical leave shall be made on or before January 1 of any year.

If approved, such leave shall officially begin at the beginning of the school year immediately following.

3. Applications shall be made to the Superintendent and must include a program or itinerary to be followed by the employee during the period of leave.

4. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.

5. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application, which decision of the Board shall be rendered no later than the regular March Board meeting.

Physical Examination:

6. If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given in advance of approval, a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he or she will be physically able to return to service and administer for the minimum period required by these regulations. As a condition of sabbatical leave up to and including the expiration thereof, the applicant's health shall remain generally as at the time of such examination.

Subsequent Service:

7. As a condition of being granted leave, the employee shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the South Plainfield Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

8. If an employee fails to continue in service after such leave of absence, such employee shall repay the Board of Education of the Borough of South Plainfield, in the County of Middlesex, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years unless such employee is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

Promissory note required. An agreement and note or notes encompassing the provisions herein shall be signed by the member of the professional staff in advance of taking such sabbatical leave.

Status of Tenure and Pension:

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

Illness or Accident:

10. Should the program of study or itinerary being pursued by an employee on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice the employee against receiving all the rights and benefits

provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days from applicant's ability to give such notice, whichever is later.

Forfeiture of Leave:

11. If a Superintendent has sufficient facts to indicate that an employee on sabbatical leave may not be 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 employee an opportunity to be heard.

Return to Active Employment:

12. (a) At the expiration of sabbatical leave, the certificated employee shall be reinstated in the position held by such employee at the time such leave was granted unless he or she shall agree otherwise, provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work. 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 there from is required by September 30.

(b) Upon return from sabbatical leave an employee shall be placed on the salary schedule at the level, which he would have achieved had he remained actively, employed in the system during the period of his absence.

Salary:

13. The salary granted to an employee on sabbatical leave shall be determined by the Board in its sole discretion and shall be up to seventy-five percent (75%) or three-fourths (3/4), and not less than two-thirds (2/3) of the salary to which he would have been entitled if not on

leave, less the regular deductions for U.S. Federal Income Tax, Social Security, and for N.J. Teacher's Pension Fund as computed for all present entrants employed in the State.

14. Salary shall be paid in accordance with the general time schedule for payment of salaries in the South Plainfield Public Schools unless other mutually satisfactory arrangements are made.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. If in the event the Board of Education requires a member of this unit to take course work in order to maintain his position, the Board of Education agrees to reimburse said member of this unit for the cost of the tuition pertaining to such course, or to provide the course at no cost to the member of this unit.

B. (1) Effective July 1, 1995 tuition reimbursement shall be available for course work directly related to the staff member's present assignment. The Superintendent must approve courses in advance.

(2) (a) The Board shall pay the full cost of tuition and other reasonable expenses, up to the current rate established by Rutgers University for graduate credits to a maximum of six (6) credits per unit member per year. A grade of "B" or better is necessary for reimbursement.

(b) Employees shall be eligible to attend professional seminars under this provision. The approval process shall be the same as for graduate level courses.

(3) A sum of up to \$7500 shall be available for use for tuition reimbursement for the 1996-97 academic years. This sum shall increase to \$10,000 per year for 1997-98 and 1998-99, and shall remain at \$10,000 per year for each year covered by this collective bargaining agreement.

(4) Any employee who benefits from the provisions of the tuition reimbursement procedures as contained herein, shall continue as employees of the Board of Education for the next two subsequent school years. Failure to do so shall require full reimbursement to the Board of Education.

ARTICLE X

INSURANCE PROTECTION

A. **Health-Care Coverage:**

Effective July 1, 2002, the Board shall pay the full premium for each unit member and his/her eligible dependents, for health, prescription, and dental coverage described herein.

1. For each member of this unit who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period from the earliest possible date on which enrollment in the plan is possible.

2. Provisions of the health-care insurance program shall be detailed master policies and contracts, and they shall include Blue Cross, Blue Shield, Rider J, Major Medical and Connecticut General Life Insurance Company Dental Plan or its equivalent.

3. Any change in health-care benefits for the 2002-2005 school years will be in accordance with, and within the limits set forth in Article X, Paragraph 7, infra. All other benefits shall remain unchanged.

4. It is agreed that a prescription plan deductible of \$10/brand/\$5.00 generic/\$0 mail-in plan shall be continued throughout the term of the collective bargaining agreement.

5. It is agreed that there shall be a \$300.00 (three hundred dollar) single member and a \$600.00 (six hundred dollar) family member deductible for all medical insurance in effect during the term of this agreement.

6. It is agreed that an Employee Assistance Program will be put in place and the Principals Unit will pay 50% (fifty percent) of the cost of such an Employee Assistance Program.

7. All employees enrolled in the Traditional Benefits Plan/PPO shall pay 50% of the premium increase over the 2001-02 levels. Said contribution will be fixed at the initial year of each successor contract based on the actual cost of any increase over the rate in effect at the end of the year of expiration of the prior contract. Once the co-pay rate is so determined, it shall remain constant over the remaining years of that contract. For the school year commencing on July 1, 2002, the rate shall be fixed at \$55.21 per month for full family coverage or \$21.00 per month for single-family coverage. Members in the traditional plan may transfer to the DPP at no cost, and members in the DPP can transfer to the Traditional Plan during the annual enrollment window. Transfers to the Traditional Plan will incur the Co-payment cost as outlined above.

B. Retirement Coverage:

The Board shall provide for continuance of health-care insurance after retirement after retirement on the terms detailed in the master policies and contract, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

C. Insurance Waiver Option

(1) Any employee currently enrolled in the Traditional Benefits Plan/PPO with full family, coverage may waive his/her rights to all coverage offered by the Employer in return for an annual payment of \$3155.00 to be paid in twelve equal monthly installments, each on the last working day of each month. Any employee currently enrolled in the DPP plan, with full family coverage, may waive his/her rights to said insurance coverage in return for an annual fixed payment of \$2669.00 to be paid in twelve equal monthly installments, each on the last working day of each month.

(2) Employees wishing to avail themselves of this opt-out program will be required to sign a waiver and demonstrate proof of alternate coverage.

(3) Any employee who has waived his/her rights to insurance coverage under this section will be permitted to immediately return to his/her previous group coverage if the employee loses the alternative insurance coverage, which precipitated the opt-out in the first place.

The Board shall instruct the carrier to provide each member of this unit a description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year which shall include a clear description of conditions and limits of coverage as listed above.

D. Description of Members of this Unit:

The Board shall instruct the carrier to provide each member of this unit a Description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as, listed above.

E. Physical Examinations:

Unit members may obtain a physical examination from a physician of their own choosing once during the term of this agreement. The examination must be performed between January and June of the year. The Board will reimburse the employee for the cost of the physical up to the amount of the unsatisfied portion of the \$300.00 individual annual deductible in the current insurance program.

ARTICLE XI

SICK LEAVE/BENEFITS

A. All members of the Principals Unit shall receive twelve (12) sick days per year. Employees entering the District shall receive sick leave on a pro rata basis of one (1) day per month. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Previously accumulated unused sick leave days, accumulated in the South Plainfield Schools shall be reinstated upon a member of this unit's return to the school system.

C. Benefits Upon Retirement

1. Agreement was reached on benefits upon bona fide T.P.A.F. retirement, excluding vesting. In order to qualify an employee must have accrued one hundred twenty (120) sick days by age fifty-five (55) or thereafter, with twenty-five (25) years in South Plainfield as per N.J.S.A. 18A: 16-18 et seq. Coverage at retirement for all benefits will be paid at our current rate and is to be for husband and wife up to age sixty-five (65) or adjusted downward by law to the point where Medicare will be paid at an earlier age. The earlier age shall be the standard intended in this clause. Payment shall be made to the insurance carrier at the rate in full effect at the time of employee's retirement date. Increases in cost beyond the retirement date or change in coverage are to be borne by the employee.

- a. Any administrator who files his/her retirement papers and who has twenty-five (25) years of service in South Plainfield, is at least fifty-five (55) years of age and commenced their employment on or before September 1, 1993, and has the aforementioned minimum of 120 accrued sick days, shall have their Dental and Prescription premiums paid by the District. The amount the district will pay shall be the rate at the time of retirement and this amount shall continue through the retiree's lifetime or age sixty-five (65), whichever comes first. Any increase in the premium rate, for either dental or prescription, above the aforementioned amount, shall be the responsibility of the retiree.
- b. If at the time of retirement, full family dental or prescription benefits are being received, same shall continue until the age of sixty-five (65) years or life, whichever comes first.

2. Administrators retiring and receiving benefits under C. 1., above shall not be paid for the first 120 days of accumulated sick leave days, but shall be paid for accumulated sick leave days between one hundred twenty-one (121) and two hundred forty (240) at the rate of \$100.00 per day.

3. Administrators who opt not to have their Prescription and Dental Insurance premiums paid by the Board (as per paragraph C. 1., above) and are age 55, with 25 years or more of service in South Plainfield shall be paid for all of their accumulated sick leave days at the rate of \$100.00 per day.

4. Those Administrators who retire at age 55 or beyond, with between 15 and 25 years of service in South Plainfield, or those hired after September 1, 1993, shall be paid for their

accumulated sick leave upon retirement, at the rate of \$50.00 per day for days 1-100; and \$75.00 per day for days 101-200, up to a \$12,000.00 maximum.

5. Upon the death of an administrator who would satisfy the criteria under paragraph 3, the dollar benefit of their accumulated sick leave, as set forth in paragraph 3, shall inure to the benefit of that administrator's estate. This provision shall not include the prescription and dental benefits.

ARTICLE XII

TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of the 1976/1977 school years, members of this unit shall be entitled to non-accumulative leave of absence with full pay, without specifying the reason, for up to a maximum of four (4) days in any contract year. (Schedule C)

B. A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, child, parent, sibling or significant other during the contractual year. Three (3) school days following the death of the demised shall on request be granted for the death of a grandfather, grandchild and grandmother, father-in-law and mother-in-law daughter or son-in-law during the contractual year. Two (2) school days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household. (Schedule C)

C. Personal leave for other than the above reasons shall require the Superintendent's agreement and written consent before said leave is taken.

D. All leaves of absence referred to in this section are subject to the following conditions:

- (1) At least three (3) school days notice shall be given in requesting a personal day through the immediate superior.
- (2) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.

E. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.

F. A regularly appointed member of this unit who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted a leave of absence with pay. Whenever such military field training or attendance at service schools require that the member of this unit remain longer than the prescribed two (2) weeks, the unit member shall receive the difference between his pay and his military pay for the remainder of such time, provided that such additional time for training or service school attendance is not in excess of one (1) calendar month during any school year.

Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

G. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the member of this unit is entitled.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. A member of this unit on tenure may be granted within reasonable limits a leave of absence without pay for up to one (1) year (July 1st to June 30th) to teach in an accredited college or university.

B. Military leave without pay shall be granted to any member of this unit who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. 1. An employee requesting a disability leave based upon pregnancy shall obtain an official leave request form. (Schedule D) Such form shall be returned to the Superintendent as soon as possible, but no later than sixty-days (60) prior to the leave commencement date stated therein. The Board may request the school Medical Director to review the date as stated by the employee and her physician on the request form provided. If there is a disagreement between the Medical Director and the employee's physician with respect to said dates, a third physician mutually acceptable to the Medical Director and the employee's physician shall be requested to render his final and binding determination.

2. Requests for non-disability maternity leave which commence November 1 or sooner in a school year may be made effective as of September 1 at the discretion of the Superintendent of Schools. No non-tenured employees shall be granted a maternity leave to extend beyond June 30th of the school year for which the maternity leave was requested.

D. Any tenure member of this bargaining unit adopting a child shall receive leave consistent with the provisions of the New Jersey Family Leave Act and the United States Family and Medical Leave Act.

E. Other leaves of absence up to one (1) year without pay may be granted to any member of this unit by the Board of Education upon the recommendation of the Superintendent of Schools.

(1) Upon return from leave granted pursuant to Section A and B of this Article, a member of this unit shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A member of this unit shall not receive increment credit for time spent on a leave granted pursuant to Section C, D or E of this Article, nor shall such time count towards the fulfillment of the time requirements for acquiring tenure.

(2) All benefits to which a member of this unit was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to him/her upon his/her return and he/she shall be assigned within the scope of his/her certification as permitted by the New Jersey State Board of Examiners.

F. When an employee who has been granted an extended leave of absence returns to the system, such employee may be assigned to any administrative position decided upon by the Superintendent of Schools for the remainder of that school year. At the conclusion of the school year, the employee would return to his/her tenured position.

G. All extensions or renewals of leaves shall be applied for and, if granted, be in writing.

ARTICLE XIV

VACATIONS

A. All twelve (12) month employees covered by this agreement shall accrue twenty-two (22) vacation days. An employee must work a full year before vacation is granted and/or accrued. Any employee leaving during the first year of employment shall not be entitled to receive any vacation payment.

B. After an employee works one (1) full year, he/she is entitled to twenty-two (22) days vacation, which would be taken during the course of the year.

C. Vacation days accrued and not taken during the next year following accrual are lost, except as provided by Article XW.H.

D. Any days taken when school district offices are open must be taken as authorized vacation days. The immediate supervisor must approve vacation days.

E. Unused and/or accrued vacation will be paid to the estate of the deceased employee.

F. The Superintendent of Schools reserves the right to call any administrator in from vacation when the business of the school district warrants such a callback. When such an employee is called from an approved vacation, compensatory time shall be given.

G. Exception for new employees only: Any employee hired after July 1 shall receive a pro-rated monthly vacation that may be taken in the following school year. Thereafter, each employee will be on the July 1 to June 30 vacation schedule and must earn and accrue vacation time prior to taking that time in the following school year.

H. Employees must use their vacation days within fourteen (14) months of the date they are accrued, i.e., between July 1 and August 31 of the following year. Employees may not carry vacation days beyond the August 31 date and there is no provision in this agreement for unused vacation days.

ARTICLE XV

DEDUCTIONS FROM SALARIES

A. The Board agrees to deduct from the salaries of the members of this unit unified dues for the South Plainfield Professional Principals Unit, the Middlesex County Principals Association, New Jersey Principals and Supervisors Association and the National School Administrators Association, as said members of this unit individually and voluntarily authorize the Board to deduct.

B. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15, 9e) as amended, 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 South Plainfield Professional Supervisory Personnel Unit, Inc., solely as a designated disbursing agent under the aforesaid statute, by the 15th of each month following the monthly pay period in which deductions were made. The said Treasurer shall disburse such monies to the appropriate association or associations.

C. The Association shall indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board of Education in reliance upon the representation fee information furnished by the Association or its representatives or in conformance with this provision.

D. Professional Principals Unit personnel authorizations shall be in writing in the form set forth:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer, South Plainfield Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or the June 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Treasurer of the South Plainfield Professional Supervisory Unit, Inc., to receive dues and distribute according to the organization(s) indicated:

South Plainfield Professional Principals Unit

Middlesex County Principals Association

New Jersey Principals and Supervisors Association

National School Administrators Association

E. Each of the associations named shall certify to the Board in writing, the current rate of its membership dues. Any association, which changes its membership dues, shall give the Board written notice prior to the effective date of such change.

F. Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.

G. The filing of notice of a member of this unit's withdrawal may be made any time and become effective to halt deductions as of January 1 or June 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement, to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The Board and the Principals Unit agree that there shall be no discrimination in, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of principals, assistant principals, directors or coordinators, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

D. Any individual contract between the Board and an individual member of this unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Copies of this Agreement shall be reproduced at the expense of the Board within thirty-days (30) after the Agreement is signed and presented to all members of this unit now employed or hereafter employed.

F. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Principals Unit, to Board at Administration Building, 125 Jackson Avenue, South Plainfield, New Jersey 07080.
2. If by Board, to Principals Unit, at the school address of the Unit President.

G. 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.

H. This Agreement represents and incorporates the complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The foregoing shall not prevent the Principals Unit from negotiating as to the impact of any reduction in force during the term of this Agreement.

I. The Principals Unit agrees that while this Agreement is in effect it will not call or in any manner sanction, and that the employees covered by this Agreement will not engage in any strike, slowdown, or other concerted activity resulting in interference with or impediment to school operation; nor will the Principals Unit ignore or disregard any such strike or activity by employees.

J. Pursuant to and to the extent required by N.J.S. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Principals Unit as majority representative before they are established.

ARTICLE XVII

BOARD RIGHTS

A. Subject only to express written provision of this Agreement, the South Plainfield Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.

ARTICLE XVIII

EVALUATIONS

A. Each member of this unit, individually and not by representative, shall have the right to obtain a copy of any current evaluation of his performance relating to his professional duties under this Agreement, whether prepared by his immediate supervisor, the Superintendent of Schools, or the Board of Education, provided the employee shall sign and date the same to indicate that he has read it thoroughly, and he shall also have the right to meet with said superior or Superintendent of Schools to discuss said evaluation.

ARTICLE XIX

COMPLAINTS

A. The parties agree that complaints of any nature against employees brought to the attention of the employer should, where practicable, and simultaneously with any action, refer the complaint expeditiously to the immediate supervisor or person in authority in a given school wherein the party complained of is employed.

ARTICLE XX

RIGHTS OF PRINCIPALS UNIT

A. **Rights and Protection in Representation:**

Pursuant to N.J.S. 34:13A-1, et seq., the Board and the Principals Unit hereby every employee in the unit shall have the right freely to form, join and assist the Unit and its affiliates, or to refrain from any such activity. The Board and the Unit respectively undertake and agree not to interfere with, restrain or coerce in the exercise of the rights guaranteed to them by said statute.

B. **Just Cause Provision:**

No member of this unit shall be disciplined or reduced in compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Provided, however, that the availability of the Grievance Arbitration Provisions of this agreement shall be limited to issues which are predominately disciplinary in nature and those for which no alternative appeal mechanism exists.

C. **Required Meetings or Hearings:**

Whenever any member of this unit is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the

continuation of that member of this unit in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Principals Unit present to advise him and represent him during such meeting or interview.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 2005, and shall continue in effect until June 30, 2006, subject to the Principals Unit's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing to the parties of this Agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

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, all on the day and year first above written.

SOUTH PLAINFIELD PROFESSIONAL
PRINCIPALS UNIT

SOUTH PLAINFIELD BOARD OF
EDUCATION

By: _____
President

By: _____
President

Attest:

Attest:

Secretary

Secretary

SCHEDULE B

**SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL II**

Name of Grievant: _____

School: _____

Immediate Superior: _____

Please complete the following attesting to your compliance with Article II, Section D, Paragraph 1, of the Grievance Procedure:

Date of Level I Discussion: _____ Time: _____

Participants:

Subject Discussed:

Level II Grievance Form (Continued)

Pursuant to the procedure set down in Article II, Section D, Paragraph 2, of the Agreement between the between the South Plainfield Professional Principals Unit and the South Plainfield Board of Education, this grievance is set forth to _____, Immediate Superior.

I. Nature of Grievance:

II. Cite Authority:

III. Define the Adjustment You Seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary. The Immediate Superior shall communicate to the School Employee in writing within three (3) school days of receipt of this grievance.

SCHEDULE B

**SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL III**

Name of Grievant: _____

School: _____

Immediate Superior: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Immediate Superior: _____

Date Received Immediate Superior's Reply of Level II Grievance: _____

Level III Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Professional Principals Unit and the South Plainfield Board of Education, Article II, Section C, Paragraph 3, this appeal to the Superintendent of Schools sets forth the following:

I. Nature of Grievance Submitted to Immediate Superior:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Immediate Superior's Decision:

IV. Define the Adjustments you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.

In order to consider this appeal, a copy of the Level II Grievance Form must accompany this document.

The Superintendent of Schools shall communicate his/her decision in writing to the School Employee and Immediate Superior within ten (10) schools days.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL IV

Name of Grievant: _____

School: _____

Immediate Superior: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Immediate Superior: _____

Date of Level II Written Decision by Immediate Superior: _____

Date of Level III Appeal to Superintendent: _____

Date of Level III Written Decision by Superintendent: _____

Level IV Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Professional Principals Unit and the South Plainfield Board of Education, Article II, Section C, Paragraph 4, please forward this Appeal to the South Plainfield Board of Education for disposition:

I. Nature of Grievance Submitted to Immediate Superior:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Superintendent's Decision:

IV. Define the Adjustment you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.
In order to consider this appeal, copies of Level II and Level III Grievance Forms must accompany this document.

The Board shall communicate their decision in writing through the Superintendent to the School Employee within a period not to exceed thirty-five (35) calendar days.

SCHEDULE D

PARENTHOOD LEAVE REQUEST FORM

School Employee

School

Principal

CONFIRMATION OF PREGNANCY

Date of medical confirmation of pregnancy: _____

Date of expected delivery: _____

Signature of Physician

Date

Physician's Address

Physician's Phone Number

REQUEST FOR PAID MEDICAL LEAVE (using accumulated sick days)

Date medical leave begins: _____
(This time period is limited to the 30-day calendar days before expected delivery.)

Date medical leave ends: _____
(This time period is limited to the 30-day calendar days after expected delivery.)

REQUEST FOR UNPAID PARENTHOOD LEAVE

Date leave begins: _____

Date leave ends: _____

Effective January 1, 1997, health insurance premium coverage will continue to be paid for up to twelve (12) weeks of unpaid leave. After twelve (12) weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility.

Signature of School Employee

Date

Please complete and forward to the Human Resources Office.

Date of Board of Education approval _____

SCHEDULE C

**SOUTH PLAINFIELD PUBLIC SCHOOLS
SOUTH PLAINFIELD, NEW JERSEY**

**SOUTH PLAINFIELD PROFESSIONAL PRINCIPALS UNIT
REQUEST FOR TEMPORARY LEAVE OF ABSENCE**

Maximum of Four (4) Days

Name _____ **Date** _____

Requested date(s) of temporary leave of absence _____

Please specify number of days:

_____ Personal, no reason _____

BEREAVEMENT LEAVE

Please check reason and describe:

_____ 1. A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, parent, child, sibling, or significant other during the work year _____

_____ 2. Three (3) school days following the death of the demised shall on request be granted for the death of a grandfather, grandmother, grandchild, father-in-law, mother-in-law, daughter-in-law, or son-in-law during the school year _____

_____ 3. Two (2) school days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household _____

All leaves of absence referred to above are subject to the following conditions:

1. At least three (3) school days notice shall be given in requesting a personal day through the immediate superior. The Superintendent/Assistant Superintendent shall have the final approval of all personal leave requests. Lacking such notice, the absence will be considered unauthorized and the employees' pay will be deducted at their daily rate of pay. Deduction of salary will be waived in cases of emergency and/or family illness.
2. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
3. Extensions to any temporary leaves of absence as outlined above may be made at the discretion of the Superintendent of Schools.

I hereby certify that the above statements are true to the best of my knowledge.

Employee's signature _____ Date _____

Approved _____ Date _____
Superintendent/Assistant Superintendent

SCHEDULE A

South Plainfield Public Schools
South Plainfield, New Jersey

2005/06 SPPPU Base Salaries

Athletic Director	Assistant Principal	Directors/ Supervisors	Elementary Principals	Middle School Principal	High School Principal
\$98,450 (Buggey)	\$82,208 (Richkus, Errico)	\$93,369 (Domogala)	\$90,992 (Whalen)	\$99,741 (Novak)	\$117,327 (May)
	\$83,806 (Panuzzo)	\$94,862 (Mattoon)	\$95,366 (Ford)		
	\$88,180 (Bowman)	\$113,465 (Crown, Flamini)	\$101,943 (Oberkehr)		
		\$113,683 (Beegle)	\$121,288 (Czech)		

LONGEVITY AND DEGREE CREDIT
FOR STAFF EMPLOYED PRIOR TO JULY 1, 1996

<u>Degree Credit</u>		<u>Time in District</u>		<u>Time as Administrator</u>	
MA + 15	\$1,000	3-5	\$1,250	3-5	\$650
MA + 30	\$1,500	6-10	\$1,500	6-10	\$800
MA + 45	\$2,100	11-15	\$1,750	11-15	\$950
MA + 60	\$2,500	16-20	\$2,000	16-20	\$1,100
Ph.D.	\$3,000	21-25	\$2,250	21-25	\$1,250
		26-30	\$2,500	26-30	\$1,450
		31+	\$3,100	31+	\$1,550

FOR ADMINISTRATORS HIRED ON OR AFTER JULY 1, 1996

MA + 30	\$1,000	5-10	\$250	5-10	\$200
MA + 60	\$1,500	11-15	\$500	11-15	\$300
Ph.D.	\$2,000	16+	\$1,000	16+	\$500