RUTGERS UNIVERSITY

**AGREEMENT** 

Between

# NUTLEY BOARD OF EDUCATION

-and-

NUTLEY ADMINISTRATORS ASSOCIATION

July 1, 1988 through June 30, 1990

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# ARTICLE I RECOGNITION

The Board of Education hereby recognizes the Nutley Administrators' Association as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment for all full time certified Principals, Vice-Principals, Administrative Assistants, Director of Special Services, Staff Assistants, Department Heads and Coordinators who are performing in a supervisory capacity and who are appropriately certified, but excluding all other positions within the School district.

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

#### ARTICLE II

#### NEGOTIATION PROCEDURES

- A. Pursuant to the provisions of Chapter 123-Pl 1974, the Nutley Board of Education and the Nutley Administrators' Association agree to enter into collective negotiations concerning terms and conditions of employment.
- B. The Board and the Association shall each be represented by a team of its own choosing and mutually pledge that their representatives shall be vested with all necessary authority to negotiate and to reach tentative agreements.
- C. Minutes of each negotiating session shall be the responsibility of each respective negotiating team.
- D. The Board and the Administrators Association shall respond to reasonable requests for public information from their records on subjects relevant to the negotiating sessions.
- E. Time limits are to be mutually agreed upon at the outset of each session and shall be extended only through mutual agreement.
- F. Scheduling of sessions and exchange of information shall be effected through the Secretary-Business Administrator.

- G. Statistical data from Essex County K-12 districts shall be primarily used for purposes of comparison. Either party may bring in such data from other K-12 districts.
- H. During the course of negotiations agreed upon items are to be initialed and dated and copies furnished to each team. It is understood that the respective negotiating teams are authorized to reach tentative agreements only. No agreements so reached shall be binding unless and until approved by a majority of the full group represented acting in a regularly constituted meeting.
- I. The final Agreement reached represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of such Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or comtemplation of either or both parties at the time they negotiated and signed the Agreement.

# ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

- 1. A "grievance" is a claim by a member of the unit based upon an alleged misinterpretation, misapplication or violation of this Agreement, Board policies or administrative decisions affecting a member or a group of members, involving terms and conditions of employment.
- 2. A grievance may be filed by an individual member, a group of members, or by the Association. Any grievance must be filed at the proper initiating level within twenty-one (21) calendar days of the occurrence being grieved.
- 3. If a grievance affects more than one (1) member of the unit, the Association may bring a grievance directly to Level Two of this procedure within twenty-one (21) calendar days of the occurrence being grieved.

#### B. Procedures

## 1. Level One:

A grievance must first be initiated with the immediate Supervisor within the previously stated twenty-one (21) day time limit. The grievant shall set forth his grievance in writing on a mutually agreed upon form which includes the following elements:

- (a) the nature of the grievance
- (b) the extent of the injury or loss suffered
- (c) the section of the contract or Board policy alleged to have been violated
- (d) the remedy sought

The immediate Supervisor shall respond to the grievance in writing within fourteen (14) calendar days.

# 2. Level Two:

If the grievant is dissatisfied with the response at the first level, he/she shall have the right to proceed by filling the grievance to the Superintendent of Schools or the Assistant Superintendent, when designated, in writing within fourteen (14) calendar days. The appeal shall contain all previous documentation contained at the prior step. The Superintendent or Assistant Superintendent shall review the grievance and

respond in writing within twenty-one (21) calendar days. In no event shall the same individual issue a decision at both Level One and Level Two.

#### 3. Level Three:

If the grievant is not satisfied with the result at the prior level, he may appeal the decision of the Superintendent of Schools in writing to the Board of Education within fourteen (14) calendar days. The grievant's appeal shall contain all prior documentation. The Board of Education shall review the matter and issue its final determination within thiry-five (35) calendar days of its submission.

#### 4. Failure to Communicate a Decision:

Failure at any step to communicate the decision on a grievance within the specified time limitation shall automatically move the grievance to the next level. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

# 5. Right to Representation:

Rights of administrators to representation shall be as follows:

Any grievant must be present at all stages of the grievance procedure and may be represented by a representative of the

Association and/or an attorney of the grievant's choice.

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

## 6. Separate Grievance File:

All records dealing with the processing of grievances shall be segregated from personnel files.

### 7. <u>Costs</u>:

Time spent in mutually scheduled grievance hearings shall not result in loss of pay.

8. None of the above shall be construed to discourage more informal resolution of disputes at the lowest possible level whenever possible.

# 9. Meetings and Hearings:

No meeting or hearing conducted under this procedure shall be in public. The only parties in attendance shall be the parties in interest and the designated or selected representatives comtemplated in this Article.

#### ARTICLE IV

### LENGTH OF WORK YEAR

- A. Twelve (12) month employees shall be entitled to one (1) full month vacation per year during periods of time when school is not in session with prior approval of the Superintendent.
- B. Holidays are to be in accordance with the attached Board adopted calendar.
- C. Elementary principals shall be required to work two (2) extra weeks (10 days). The two (2) weeks shall generally be scheduled the first week of July and the last week in August. In the event that because of a holiday or holidays the full ten (10) days cannot be scheduled during these weeks, the missing days shall be scheduled to precede or to follow the scheduled days. Every year the Superintendent of Schools shall provide notice of the scheduling of these weeks and/or days for the subsequent year by April 1st.
- D. Department heads shall be required to work from September 1st through June 30th of each school year. Department heads may also be required to work an additional five (5) consecutive days per year during either the first week of July or the last week of August. In the event that because of a holiday or holidays the

the full five (5) days cannot be scheduled during these weeks, the missing day/s shall be scheduled to precede or to follow the scheduled days. Additional compensation for said days shall be at the per diem rate of 1/200ths of the individuals annual salary. Notification regarding such additional work shall be provided to the department heads by the April 1st preceding the July or August work.

E. All unit members may be required to work up to five (5)
Saturdays per year. Saturday work shall be for a duration
of up to four (4) hours per day and will be compensated at
the following rates:

1988-89	Leader Participant	\$145.40 129.24	per per	four (4	<b>;</b> )	hour hour	day day,
1989-90	Leader Participant	156.59 139.19	per per	four (4	1)	hour hour	day day

Notification regarding Saturday work shall be provided by October 1st of each school year. Once established, the Saturday sessions may be cancelled or rescheduled only due to emergency (i.e. snow or other unforseen events.)

- F. Effective July 1, 1984 the following two positions shall be changed from ten (10) months to twelve (12) months:
  - 1. Director of Special Services
  - 2. Staff Assistant
- G. Department Heads and Coordinators are required to report at least ten (10) minutes prior to the time that high school teachers are required to sign-in, and may depart twenty (20) minutes after high school teachers are permitted to leave on a regular day schedule.

#### ARTICLE V

#### PROFESSIONAL DEVELOPMENT

#### A. Professional Dues

The Board of Education agrees to pay up to three hundred and thirty (\$330.00) dollars in 1988-89 and up to three hundred and forty (\$340.00) dollars in 1989-90 for each administrator towards the cost of dues of County, State or National professional organizations appropriate to the administrator's position. Prior approval of the Superintendent is required.

#### B. Tuition Reimbursement

Graduate course(s) must be taken at institutions approved by the State of New Jersey in current area of assignment or one which is leading to certification or advanced education degree. If the course does not fit any of the above categories or is an undergraduate course, payment will be solely at the discretion of the Superintendent, and not subject to the grievance procedure.

All courses must be submitted within two (2) weeks of commencement of the course and a minimum grade of "C" must be attained prior to reimbursement.

Each administrator is entitled to reimbursement of up to nine (9) credits from July 1 through June 30 at a cost of eighty (\$80.00) dollars per credit for school year 1988-89 and eighty-five (\$85.00) dollars per credit for school year 1989-90. An administrator shall be entitled to take no more than six credits in either the fall or spring, semester.

#### ARTICLE VI

### INSURANCE PROTECTION AND OTHER BENEFITS

- A. The Board shall continue to pay one hundred (100%) percent of the premium for the current benefits by the existing carrier, or an alternate carrier, for up to full family hospital, medical, surgical, major medical and dental program.
- B. Unit members shall upon presentation of a paid bill be entitled to one hundred and fifty (\$150.00) dollars every other year as reimbursement for a physical examination.

  The choice of physician is up to the unit member.
- C. When unit members are required to use their vehicles for Board of Education business, they shall be reimbursed for said use at the rate prescribed by the Internal Revenue Service.

#### LEAVES

#### A. Sick Leave

- 1. "Sick Leave" is defined to mean the absence of any administrator from his or her post of duty because of personal disability due to illness or injury or because he or she has been excluded from school by the school district medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household.
- 2. Administrators shall be entitled to accumulated sick leave days in each year as follows:
  Ten (10) month administrators ten (10) days
  Twelve (12) month administrators twelve (12) days
- 3. Any unit member who retires shall be entitled to pay for unused accumulated sick days at the rate of \$35 per day to a maximum of 115 days in 1988-89, and to a maximum of 120 days in 1989-90 upon actual retirement (not vesting) after fifteen (15) years of service in Nutley. To be eligible for this benefit, notice of intention to retire must be provided not less than ninety (90) days before retirement date.

#### B. Personal

- 1. Each administrator may, upon forty-eight (48) hours advance notice to the Superintendent, except in cases of emergency, be entitled to a total of five (5) days personal leave without deduction in salary from July 1st to June 30th. The Superintendent's approval shall be required for all days upon the provision of reason/s by the employee, in circumstances where the leave is necessary because it can only be accomplished during work hours.
- 2. Up to (5) unused personal leave days shall be added to an administrator's accumulated sick leave for the ensuing fiscal year. However, in no event may an employee accumulate more than fifteen (15) sick days.

## C. <u>Professional</u>

An administrator may be granted leave with pay to attend professional meetings or conventions which will be beneficial to the Board of Education. The Superintendent's advance approval is required.

# D. Leave Without Pay

 Leave without pay may be granted for good cause upon.
 recommendation of the Superintendent and approval of the Board of Education.

- 2. All benefits to which the administrator is entitled at the time of such leave of absence shall be restored upon his/her return. However, no additional benefits will accrue while on said leave.
- 3. Upon return from said leave, the administrator shall be assigned to the same position, or a substantially equivalent position, which he/she held at the time said leave began, providing such position exists.
- 4. Request for such leaves must be received no later than April 1st of the year preceding the school year for which the unpaid leave is requested. In cases of personal emergency, the application date may be waived.

## E. <u>Maternity</u>

- 1. (a) Requests from tenured administrators for leave of absence on account of child rearing, preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Superintendent.
  - (b) Extended leaves for preparation for childbirth, child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the

date of birth or adoption, whichever is later, for the subsequent full school year. No further extensions shall be granted.

- (c) In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.
- 2. (a) Any pregnant administrator may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days after the anticipated date of birth.
  - (b) A pregnant administrator may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
  - (c) Accumulated sick days may be utilized during the disability period.
  - (d) The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.

- (e) The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the administrator examined by its own physician at the Board's expense. If the two physicians disagree, they shall choose a third physician who shall examine the administrator and whose decision shall be final and binding upon the parties.
- (f) A non-tenured administrator shall only be entitled to a leave up to the expiration of her contract. A non-tenured administrator shall not be denied reemployment on the basis that she is pregnant or on leave.
- (g) A pregnant administrator may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all administrators under Title 18A. No pregnant administrator may be relieved from her duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

# F. Military

Military leaves of absence shall be granted for administrators who are inducted for military duty in any branch of the Armed Forces of the United States.

Administrators on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in the active service of the district, as provided by Title 18A, New Jersey Law.

#### G. Bereavement Leave

- 1. In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law), wherever domiciled, or any relative domiciled in the administrator's residence, no deduction in salary will be made for a period not to exceed five (5) days.
- 2. In the case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

#### ARTICLE VIII

#### SABBATICAL LEAVE

- A. Sabbatical leaves of absence may be granted for professional improvement upon recommendation of the Superintendent and approval of the Board of Education for reasons of value which, in the Board's discretion, shall render a benefit to the school district, subject to the following conditions:
  - 1. An application must be submitted by March 1st for the next succeeding July 1st or September 1st, whichever is applicable.
  - Applicants must have held an administrative position in Nutley for seven (7) continuous years.
  - 3. Leave shall be for a full year at half (1/2) pay.
  - 4. Any administrator granted a sabbatical leave must agree to return to work in the district for two (2) full years following the sabbatical leave. Prior to taking said leave, the administrator must sign a promissory note in the amount received from the Board during the sabbatical leave, said amount to be forfeited if the two (2) year requirement is not fulfilled.
  - 5. Salary after returning will be equal to the level the administrator would have received had the administrator continued in his position.

6. It is expressly understood that the Board may grant such a leave to one (1) administrator in any given year, but has no obligation to do so.

# ARTICLE IX

# MEETINGS

A. Representatives of the Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations.

# ARTICLE X DEDUCTION FROM SALARY

# A. <u>Tax Sheltered Annuity</u>

Any administrator may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of the R.S. 18A:66-127 et seq. and the terms of a group contract approved by the Board.

# ARTICLE XI

# NOTICE OF ADMINISTRATIVE VACANCIES

# A. Notice

A notice of vacancy in an administrative position shall be sent to the President of the Administrators' Association within reasonable time prior to the final date when applications must be submitted. The notice shall set forth the position, qualifications and duties.

# ARTICLE XII ADMINISTRATORS' RIGHTS

# A. Rights and Protection in Representation

Pursuant to Chapter 123 of Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that these employees of the Board as defined in Article I (Recognition) have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations or refrain from so doing.

# B. Required Appearances

Whenever any administrator is required to appear before the Board, or any committee or member thereof for the purpose of discussing the possible termination of employment of that administrator, the administrator shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may (at the administrator's discretion) have (a) representative/s of the Association and/or attorney present to represent and advise during such meeting or interview.

# C. Right to Review File and Respond

- An administrator shall have the right to review his/her personnel file upon reasonable request and to attach responses to any derogatory material.
- No derogatory material may be placed in the file unless copy is simultaneously provided to the administrator.

#### ARTICLE XIII

#### BOARD RIGHTS

Except as limited by applicable law and the specific terms of this Agreement, the Board reserves the following rights:

- A. To direct the employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

# ARTICLE XIV REPRODUCTION AND DISTRIBUTION OF AGREEMENT

- A. Copies of this Agreement shall be printed in the following quantity:
  - Twenty (20) copies to distribute NAA

    Twenty (20) copies to distribute to the Board
- B. The printing format of the Agreement shall be mutually agreed upon and the expense for printing shall be shared equally by NAA and the Board.
- C. This Agreement shall be printed and distributed to NAA and the Board thirty (30) days after ratification by both parties.
- D. NAA and the Board shall each appoint one (1) representative who shall be responsible for details of the printing procedure.

#### ARTICLE XV

# MISCELLANEOUS

A substitute committee will be formed to discuss administrators' concerns regarding substitutes. Any recommendations of this committee will be non-binding on the Board of Education.

#### ARTICLE XVI

### TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 1988 through June 30, 1990.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president attested by its secretary and its corporate seal to be placed hereon, all on the 6th day of February, 1989.

NUTLEY ADMINISTRATORS ASSOCIATION

J. - 02///// D

President

By: Comara Ja Germani

Secretary

BOARD OF EDUCATION OF THE TOWNSHIP

7

President

Secrétary

1988-89
NUTLEY BOARD OF EDUCATION
PRINCIPALS & SUPERVISORS
SALARY GUIDE
M.A. + 15

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45,595	46,785	50,057	50,000	50,304	57,005	57,143	59,797	61,440	65,345	ហ
44,335	45,492	48,427	48,384	48,686	55,282	55,347	57,996	59,461	63,277	۵
43,075	44, 199	46,798	46,774	47,069	53,488	53,551	56, 198	57,488	61,213	ŭ
41,815	42,906	45,168	45, 164	45,453	51,694	51,754	54,399	55,515	59,150	2
\$40,554	\$41,612	\$43,539	\$43,554	\$43,836	\$49,900	949,958	\$52,601	\$53,542	\$57,086	-
Dept.	Coord.	Ads.	Guid.	Frank.	V . S.	Flow.	Spec.	Prank. Prin.	Prin	Step

Longevity - After 10 years as administrator in Nutley or After a total of 20 years service in Nutley - \$1100

After a total of 25 years service in Nutley - \$1500

After 15 years as administrator in Nutley or

NUTLEY BOARD OF EDUCATION

# PRINCIPALS & SUPERVISORS SALARY GUIDE M.A. + 30

48,756	50,027	54,208	54,060	54,390	61,462	61,674	64,467	66,169	70,220	6
47,368	48,621	52,547	52,471	52,773	59,456	59,903	62,477	64,178	68,158	5
46,020	47,216	50,915	50,888	51,150	. 57,924	58, 142	60,500	62, 197	66,095	•
44,652	45,816	49,262	49,305	. 49,542	56,144	56,380	58,524	60,204	64,033	ω
43,285	44,410	47,609	47,722	47,927	54,373	54,615	56,548	58,224	61,970	2
\$41,917	\$43,005	\$45,956	\$46,139	\$46,311	\$52,646	\$52,854	\$54,572	\$56,240	\$59,908	_
Dept.	Coord.	Adm.	H.S. Guid. Dir.	Frank.	V.P.	Prin.	Spec.	Prank Prin.	H.S.	Stap

Longevity - After 10 years se administrator in Nutley or After a total of 20 years service in Nutley - \$1100

1986-89

# NUTLEY BOARD OF EDCUATION

# PRINCIPALS & SUPERVISORS SALARY GUIDE DOCTORATE

Φ	5	•	u	2	-	Step
73,363	71,189	68,981	66,795	64,604	\$62,423	H.S.
69,320	67,110	64,900	62,690	60,480	\$50,270	Prank. Prin.
67,519	65,370	63,241	61, 105	58,968	\$56,831	Spec.
64,607	62,606	60,608	58,610	56,613	\$54,615	Prin.
64,458	62,436	60,527	58,519	56,510	\$54,502	V
57,269	55,593	53,919	52,247	50,575	\$48,902	Prank.
57,028	55,259	53,489	51,720	49,950	548, 181	H.S. Guid. Dir.
57,147	55,345	53,543	51,741	49,939	\$46,138	Adat.
51,272	49,822	48,377	46,930	45,465	\$44,040	Coord.
49,967	48,554	47, 146	45,737	44,328	\$42,920	Dept.

Longevity - After 10 years as administrator in Nutley or After a total of 20 years service in Nutley - \$1100

1989-90
NUTLEY BOARD OF EDUCATION
PRINCIPALS & SUPERVISORS
SALARY GUIDE

M.A. + 15

υ	•	u	2	1	Step
70,377	68,149	65,926	63,705	\$61,483	H.S. Prin.
66, 171	64,039	61,915	59,790	\$57,665	Frank. Prin.
64,401	62,462	60,525	58,588	\$56,651	Spec.
61,543	59,609	57,674	55,739	\$53,805	Blee. Prin.
61,481	59,539	57,607	55,674	\$53,742	W. S.
54, 177	52,435	50,693	48,953	\$47,211	Prank.
53,850	52,110	50,376	48,642	\$46,900	H.S. Guid. Dir.
53,911	52, 156	50,401	48,646	\$46,892	Adm.
50,387	40,995	47,602	46,210	\$44,816	Coord.
49,106	47,749	46,392	45,035	\$43,677	Dept.

Longevity - After 10 years as administrator in Nutley or After a total of 20 years service in Nutley - \$1100

1989-90 NUTLEY BOARD OF EDUCATION

# PRINCIPALS & SUPERVISORS SALARY GUIDE M.A. + 30

6	u	•	IJ	N	-	Step
75,627	73,406	71,184	68,963	66,742	\$64,520	Frin.
71,264	69,120	66,986	64,840	62,707	\$60,570	Prank. Prin.
69,431	67,288	65, 158	63,030	60,902	\$58,774	Spec.
66,423	64,516	62,619	60,721	58,820	\$56,925	Elem. Prin.
66, 195	64,034	62,384	60,467	58,560	\$56,700	V.P.
58,587	56,837	55,097	53,357	51,617	\$49,877	Frank.
58,223	56,512	54,806	53,101	51,397	\$49,692	H.S. Guid. Dir.
58, 382	56,593	54,035	53,055	51,275	\$49,495	H.S. Adm. Asst.
53,879	52,365	50,852	49,344	47,830	\$46,316	Coord
52,510	51,575	49,564	48,090	46,618	\$45,145	Dept.

Longevity - After 80 years as administrator in Nutley or After 8 total of 20 years service in Nutley - \$1100

1989-90 NUTLEY BOARD OF EDUCATION

# PRINCIPALS & SUPERVISORS SALARY GUIDE DOCTORATE

6	5	•	ų	2	-	Step
78,520	76, 172	73,810	71,471	69,126	\$66,793	Prin.
74,172	71,808	69,443	67,078	64,714	\$62,349	Frank. Prin.
72,245	69,954	67,668	65,382	63,096	\$60,809	Spec.
69,129	66,988	64,851	62,713	60,576	\$58,438	Elee. Prin.
68,970	66,807	64,764	62,615	60,466	\$50,317	V
61,679	59,874	50,071	56,270	54,469	\$52,667	Prank.
61,419	59,514	57,609	55,702	53,796	\$51,891	H.S. Guid. Dir.
61,547	59,607	57,666	55,725	53,784	\$51,845	Adms.
55,220	53,658	52, 102	50,544	46,987	\$47,341	Coord.
53,814	52,293	50,776	49,259	47,741	\$46,225	Dept. Head

Longevity - After 10 years as administrator in Nutley or After a total of 20 years service in Nutley - \$1100