**AGREEMENT** 

between the

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

and the

SCOTCH PLAINS-FANWOOD ADMINISTRATIVE/SUPERVISORY GROUP

√ July 1, 1978 - June 30, 1981

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## ARTICLE IV GRIEVANCE PROCEDURE

### A. <u>Definition</u>

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

### B. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to grievances of Group members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which there is adequate opportunity to dispose of differences in a professional manner, iwthout, where possible, involving the Board of Education in time-consuming and costly proceedings.

### C. Procedure

- 1. A grievance to be considered under this procedure must be initiated within ten (10) days of its occurrence.
- 2. Failure at any step of this procedure to communicate in writing the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure of the aggrieved party at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 4. Level One The aggrieved party shall first discuss the grievance with his immediate superior with the objective of resolving the matter informally. The immediate superior shall meet with the aggrieved party within five (5) days after receiving notice of the grievance. The immediate superior shall render a decision within five (5) days after said meeting.

#### PREAMBLE

This Agreement made this Aday of Jaluary 1978, between the Scotch Plains-Fanwood Board of Education, hereinafter referred to as the "Board" and the Administrative/Supervisory Group of the Scotch Plains-Fanwood School System, hereinafter referred to as the "Group."

### ARTICLE I RECOGNITION

Without prejudice to the position of either party with respect to composition of the Group, the recognition clause of this contract will be temporarily removed from the Agreement pending resolution of unit composition, and in the event it becomes necessary to obtain a ruling from PERC, the clause will be reinserted in the Agreement consistent with the PERC decision or composition.

## ARTICLE II NEGOTIATION PROCEDURES

- A. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Law of 1974 as amended, in a good faith offer to reach agreement on all matters concerning the terms and conditions of employemnt for all employees for whom the Group is recognized to negotiate. The time to commence negotiations shall be in accordance with PERC rules or later if the parties agree of each calendar year in which a contract is subject to renegotiation. Any agreement so negotiated shall be applicable to all personnel for whom the Group is recognized to negotiate.
- B. Neither side shall have any control over the negotiating representatives of the other side.

# ARTICLE III RIGHTS OF ADMINISTRATORS

- A. The Group may use the school building facilities at all reasonable hours for meetings before or after normally scheduled school sessions subject to the reasonable rules and regulations which uniformly apply to the use of school facilities. Bulletin boards, administrators' mailboxes, and inter-school mail shall be made available to the Group. School duplicating equipment may be utilized, but the Association shall purchase privately all expendable materials and supplies.
- B. The Board agrees to make available to the Group in response to reasonable requests from time to time, public information which the Group requires to process professional grievances, to administer this Agreement, and to formulate contract proposals.
- C. No administrator or supervisor shall be disciplined without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.

In the event that a case is appealed to an arbitrator on which he determines he has no power to rule or which he determines is not arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.

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

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

#### D. Miscellaneous

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

## ARTICLE V PROTECTION OF MEMBERS AND PROPERTY

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

- 5. Level Two If as a result of the discussion the aggrieved party is not satisfied with the disposition of his grievance at Level One, he may formally file the grievance in writing with the Superintendent within five (5) days after the decision at Level One, or ten (10) days after the grievance was informally presented, whichever is sooner. The Superintendent shall meet with the aggrieved party prior to communicating his written decision. The Superintendent's written decision shall be rendered within ten (10) days after the formal grievance was delivered to him.
- 6. Level Three If the aggrieved party is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he may within five (5) days after a decision by the Superintendent or ten (10) days after the grievance was filed with the Superintendent at Level Two, whichever is sooner, submit his grievance through the Superintendent to the Board of Education. The Board, or a committee designated by the Board shall meet with the aggrieved party and the Superintendent prior to communicating their written decision. The Board's written decision shall be rendered within twenty (20) days after the grievance is received by the Board's secretary.

#### 7. Level Four - Arbitration

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

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

#### C. Procedure

- It is agreed that the accomplishment of the basic day-to-day managerial and supervisory function of the administrator which gives direction to the operation of the school, the supervision of staff and the improvement of instruction, remains the central basis for evaluation. Each administrator shall develop specific objectives. These objectives shall be viewed, when developed, as one portion of the total process. The time line for the development and implementation of these objectives shall be one year commencing in March. Tentative objectives for the subsequent school year shall be considered during the March evaluation conference. They shall be refined by the administrator and submitted to the Superintendent as the basis for a conference to be held some time during the summer. During that conference, a free exchange will take place resulting in statements of objectives to be pursued during the following school year.
- Following the summer conference, a periodic conference shall be held as deemed necessary by either parties and prior to the March summary evaluation report. This report conference shall serve to evaluate and/or revise these objectives and to report the degree of progress made.
- 3. Minimum of one formal evaluation report will be filed by the Superintendent for each tenured administrative staff member during any given year and a minimum of three evaluations shall be made for nontenured administrators.
  - (a) March evaluation report filed March 31st.
- 4. The judgments made on evaluation reports for principals, assistant principals, and administrative assistants should represent the opinions of more than one supervisor. The final evaluation is the responsibility of the Superintendent. A conference shall be held with each administrator prior to the written evaluation report. The written evaluation report shall be compiled and submitted to the administrator within ten (10) days following the date of the conference.
- 5. As soon as it is determined that a staff member is not meeting expectations, as delineated in the evaluation criteria, and needs to correct specific deficiencies in order to be recommended for reemployment or salary increment, a conference will be held with the evaluator to discuss the situation. As an outcome of the conference, a written statement detailing specific deficiencies and suggestions for improvement will be given to the staff members within five (5) working days. In order to provide the evaluatee sufficient time to implement suggestions for improvement, a written statement shall precede the March evaluation with as much lead time as possible.
- 6. No evaluation report shall be filed in the Superintendent's office or shared with the Board of Education before the staff member as had the opportunity to read it, discuss it with the Superintendent, and offer written comments. To this end, the evaluative reports shall be shared with the evaluatee no less than ten (10) days prior to the date concluding the evaluation period.

#### ARTICLE VI GROUP MEMBERS EMPLOYMENT

- A. The Board agrees to hire only certified personnel or those eligible for certification for every administrative position for which a New Jersey State certification is required, unless such personnel are not available.
- B. In order to establish the position of a new individual member of the Group on the salary plan, the education, length of service in the position or a like position, and whether within the District or outside the District shall be considered. The length of service within the position, e.g., Principal or Vice Principal, is first determined by the Superintendent of Schools. The Superintendent shall also determine whether the individual is entitled to an education factor for credits beyond the master's degree. The educational factor is then added to the length of service to determine the total percentage factor.
- C. Members shall be notified in writing of their contract status and salary status for the ensuing year not later than April 30th of each year.

# ARTICLE VII EVALUATION OF GROUP MEMBERS

### A. <u>Guidelines for completion of the administrative evaluation form</u>

- 1. A check in the top box does not preclude the inclusion of suggestions for improvement.
- 2. A check in the second box requires the inclusion of suggestions for improvement.
- 3. A check in the third box requires the identification of specific deficiencies and suggestions for improvement that are related to the identified deficiencies.
- 4. Commendations may be included at the option of the evaluator.
- 5. Specific deficiencies are to be indicated only if box 3 has been checked.
- 6. Suggestions for improvement are optional for a box one rating, but are mandatory for a box 2 or 3 rating. In the latter they must relate to the itemized deficiencies.

#### B. General Considerations

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

The second purpose is to provide the basis for the formulation of judgment regarding employment, salary determination, dismissal, maintenance, and/or reappointment to create a systematic approach to compensation and promotion. (Evaluation shall be viewed as a continuous process and not terminating at the end of a given school year).

- shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said activities do not violate any local, state or federal law.
- C. The Board and the Group agree that academic freedom is essential to the fulfillment of the purposes of the Scotch Plains-Fanwood School District, and they acknowledge the fundamental need to protect administrators from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their job functions. Accordingly, they agree as follows:
- D. In performing their job functions, administrators shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the school and society provided, however, that when they do so they shall make every effort to indicate that they are speaking personnally and not on behalf of the school, its administration or the Board.
- E. Administrators shall not be censured nor restrained in the performance of their job functions on the ground that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system. It shall be understood that administrators shall act and speak with the best interest of the district in mind.

## ARTICLE X GROUP PARTICIPATION IN THE DEVELOPMENT OF POLICY

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

- It is agreed that the Board of Education shall expect the Superintendent to meet with the appropriate administrative personnel who shall be provided at least one week for their written response prior to the introduction by the Board of Education of said policies and changes which affects them.
- 2. A composite written report shall be submitted through the Superintendent to the Chairman of the Policy Committee.
- It is also understood that such meetings remain confidential within the Group until such policy is publicly introduced by the Board of Education for first reading.
- 4. The Board shall receive and may consider suggestions and recommendations for policy changes initiated by the Group's policy committee.

7. Should an administrative staff member be invited to a conference with the Board or a committee of the Board in which the continuation of his employment or maintenance of his salary will be discussed, the staff member has the right to be accompanied by an organizational representative or legal counsel of his choosing. Should a staff member be involved in a conference in which he perceives the contents of which are deleterious to his employment status, he may adjourn the conference in order to obtain said representation or counsel. The adjourned conference must be reconvened at the convenience of both parties, but within five (5) working days of its initiation.

#### ARTICLE VIII FAIR DISMISSAL PROCEDURE

### A. Notification of Status

#### Date

On or before April 30th of each year, the Board shall give to each non-tenured administrative/supervisory staff member continuously employed since the preceding September 30th either:

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

### 2. Reasons and Hearings

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

### B. Notification of Intention to Return

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

## ARTICLE IX PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of members is not an appropriate concern nor within the purview of the Board of Education except as it may interfere with the effective performance of his assigned functions within the school district.
- B. Members shall be entitled to full rights of citizenship, and no religious, sockal or political activities of any administrators or the lack thereof

3. To expend up to \$200.00 per administrator each school year to purchase books, equipment and/or other educational resource materials according to the discretion of the individual member following established accounting procedures. Such materials would become the property of the Scotch Plains-Fanwood Board of Education.

#### ARTICLE XIV SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from his/or post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his/her immediate household.
  - 1. The term "sick leave" as above defined shall not include maternity leave exceeding ten (10) working days.
  - 2. No other excuse will be permitted to be charged against this benefit.

The following provisions shall apply to the contract:

- B. The granting of sick leave shall not be intended to entitle any administrator, in the event extensive sick leave is not required, to accumulate more than twelve (12) days of unused sick leave in accordance with the provisions of R.S. 18A:30-7. In the event less than twelve (12) days of sick leave are utilized by any administrator covered by this Agreement, there shall be credited to the administrator in his sick leave account, the difference between the number of days actually used and twelve (12) days.
- C. Upon recommendation of the Superintendent specific circumstances necessitating the need for sick leave over and above the amount accumulated shall be considered in a positive manner by the Board.

## ARTICLE XV TEMPORARY LEAVES OF ABSENCE

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

- 1. A total of three days leave of absence for such personal or other matters which require absence during the year. Application to the Superintendent for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.
- The actual time necessary for appearance in court or before a state administrative agency pursuant to a duly issued subpoena for school related business. The subpoena shall be presented to the immediate superior in advance of the appearance at court or the administrative agency for approval.

#### ARTICLE XI SCHOOL CALENDAR

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

# ARTICLE XII DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its administrators, dues for any combination of such associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Group by the 15th of each month following the monthly pay period in which deductions were made. The Group Treasurer shall disburse said monies to the appropriate association or associations.
- B. If during the life of this Agteement there shall be any change in the rate of membership dues, the Group shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board the new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Group the total deduction and not the individual deductions. It shall be the obligation of the Group from the total deduction to make the further individual deductions authorized by the members.
- C. The program now in force for payroll deductions with the Union County Teachers' Federal Credit Union shall remain.

# ARTICLE XIII PROFESSIONAL GROWTH

The Board agrees to implement the following at the beginning of the school year:

- 1. To pay up to \$500.00 for cost of tuition during any one school year for any member who takes course work, approved by the Superintendent.
- To pay other reasonable expenses incurred in connection with workshops, seminars, conferences, and membership in professional organizations, which a member requests the approval of the Superintendent, or which is required by the administration to take and/or attend.

#### D. Subsequent Service

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

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

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

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

#### E. Status of Tenure and Pension

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

#### F. Illness or Accident

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

#### G. Forfeiture of Leave

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

- 3. Members of the New Jersey National Guard and United States Military Reserves shall be entitled to fifteen (15) days annual training leave of absence upon submission of a copy of their orders to active duty without loss of pay or time on all days on which he shall be engaged in field training. An administrator will make every effort to take this field training during nonschool periods whenever possible.
- 4. Temporary leaves of absence without loss of pay may be granted by the Superintendent of Schools.

### ARTICLE XVI EXTENDED LEAVES OF ABSENCE

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

### ARTICLE XVII SABBATICAL LEAVE

### A. Eligibility

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

### B. Number of Leaves Authorized

The number of Sabbatical Leaves approved for administrators shall not exceed two (2) during the life of this contract nor more than one during any year, subject, however, to the determination of the Superintendent relative to the effect on the operation of the school system by reason of the specific individual requesting the leave at any given time.

### C. Application for Leave

Application for Sabbatical Leave shall be made on or before January 1st, 1979 and November 1st of each succeeding year for a leave during the following year. If approved, such leave shall officially begin the following September and shall be on a one-year basis only unless a different effective date and period of duration is mutually agreed upon by the member and the Superintendent.

Applications shall be made to the Superintendent upon the appropriate form and shall include the program to be followed by the administrator during the period of leave.

Each applicant shall be notified promptly by the Superintendent, in writing of decision covering the application.

1st year of	retirement		• .								100%	paid	bу	the	Board
2nd year of	retirement	•		•		•	•	•	٠		90%	paid	bу	the	Board
3rd year of															
4th year of															
5th year of															

and from the 6th year forward, 50% paid by the Board.

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

The Board shall also provide benefits awarded other units to the members of the administrative Supervisory Group.

## ARTICLE XIX LONG TERM DISABILITY INSURANCE

The Board will continue to provide the Long Term Disability Insurance in effect during the 1975-1976 school year.

#### ARTICLE XX TRAVEL EXPENSES

Each member of the Group shall receive an annual stipend of \$100.00 as reimbursement for all required use of personal automobiles for travel within and outside the boundaries of the school district, except that members shall be reimbursed at the rate of \$.15 per mile for all required travel to locations more than fifty (50) miles from the school district.

# ARTICLE XXI WORK CALENDAR AND VACATION

- A. The contractual year for a member of the Group shall run from July 1st to June 30th. Included within this work year shall be:
  - (a) 28 days paid vacation
  - (b) 13 paid holidays as designated in the school calendar including Independence Day and Labor Day.
- B. The Superintendent shall be notified a minimum of two (2) workdays prior to the taking of vacation days of the employees intent to take vacation days. Approval or disapproval of the requested days shall be consistent with the needs of the District. Shorter notification may be acceptable based on the needs of the District.
- C. Earned vacation days may be accumulated up to a maximum of fifty (50) days. Those administrators having accumulated vacation in excess of fifty (50) days on July 1, 1978 shall be required to reduce their accumulation to the

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

#### H. Reinstatement

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

#### I. Salary

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

## ARTICLE XVIII BLANKET BENEFITS

- A. The Board shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his family. The current plan being utilized is that of the Connecticut General Life Insurance Company. The benefits of the Connecticut General Life Insurance Company shall be equal to or greater than Blue Cross, Blue Shield and Rider J. In addition, the medical program shall include a \$25.00 consultation fee and maternity benefits, i.e., an obstetrics fee of \$250.00. The maximum benefit per individual under the major medical plan shall be the sum of \$250,000.
- B. The Board agrees to provide a basic dental plan. The plan shall be N. J. Dental Service Plan, Family coverage, \$25.00 deductible per individual and \$75.00 per family. Children covered to the age of 23 unless unmarried. The Board and the Scotch Plains-Fanwood Education Association agree that no further improvement in the basic plan or any additional riders shall be negotiable until the 1978-1979 contract year.
- C. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) or more years. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of Retirement coverage shall be as follows:

#### MEMORANDUM OF AGREEMENT

The Scotch Plains-Fanwood Board of Education and the Scotch Plains-Fanwood Administrative/Supervisory Group agree that the Contract covering the period July 1, 1978-June 30, 1981, shall be modified and extended as follows:

#### ARTICLE I

#### RECOGNITION

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

Assistant Superintendent for Pupil Services
High School Principal
Junior High School Principal
Elementary Principal
High School Assistant Principal
Junior High School Assistant Principal
Director of Guidance/Student Personnel Services

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

maximum permitted by taking all current year vacation days plus at least nine (9) of their accumulated days each year until the accumulation is reduced to the maximum.

D. Administrators who are required to report to work on approved scheduled vacation days shall be granted another vacation day in lieu of the day worked even if required to work less than a full day.

## ARTICLE XXII SALARY PLAN

The salary plan is detailed in Appendix A of this contract. However, it is agreed that those employees hired during the life of this contract will negotiate an initial salary individually with the Board of Education and that succeeding contracts will be in accordance with the attached salary plan; but, in no circumstances shall any employee governed by this contract receive more than a ten percent (10%) annual increase in salary.

## ARTICLE XXIII NOTICE PROVISIONS

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

- (a) If by the Group, to the Board at 2630 Plainfield Avenue Scotch Plains, N.J. 07076
- (b) If by the Board, to the Group at 2630 Plainfield Avenue Scotch Plains, N.J. 07076

# ARTICLE XXIV DURATION

- A. This Agreement shall be effective July 1, 1978 and shall continue and remain in full force and effect through June 30, 1981 and shall continue from year to year thereafter unless either party notifies the other of their intention to resume negotiations. Such notice shall be timely in accordance with the rules for commencing negotiation as established by PERC and shall designate the specific articles or sections of the Agreement to be negotiated. The party receiving the notice of intent to negotiate may also present articles and sections for negotiation.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto all on the day and year first above written.

year first above written.	
SCOTCH PLAINS-FANWOOD ADMINISTRATIVE/SUPERVISORY GROUP	SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION
By President	By Chris III III
Attest: Sugardination of	Attest: Millet Law 2
Secretary 15	Roand Socnotame

- 2. The Board shall provide dental coverage at 60% on basic benefits and 50% of prosthodontic and orthodontic 1 benefits on the usual, customary and reasonable fee concept under the New Jersey Dental Service Plan, Inc., Program 1-A.
- D. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) or more years. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of Retirement coverage shall be as follows:

and from the 6th year forward, 50% paid by the Board.

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

The Board shall also provide benefits awarded other units to the members of the Administrative Supervisory Group.

#### ARTICLE XIX

#### LONG-TERM DISABILITY INSURANCE

Effective January 1, 1981, the Board shall maintain a group long-term disability insurance policy at a total annual premium

#### ARTICLE XVIII

#### BLANKET BENEFITS

A. 1. The Board shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his/her family. The current plan being utilized is that of the Connecticut General Life Insurance Company.

The benefits of the Connecticut General Life Insurance Company shall be equal to or greater than Blue Cross, Blue Shield and Rider J.

- B. 1. Commencing July 1, 1980, the Board agrees to provide the following health insurance improvements:
  - An increase in doctor's attendance benefits while hospital confined to 100% of Reasonable and Customary charges.
  - b. An increase in radiation therapy to a \$560 maximum schedule amount.
  - c. An increase in benefits payable for out-patient mental and nervous problems--70% of Reasonable and Customary charges without any other limitations.
  - d. Survivors benefits clause providing that if an insured employee dies, health premiums will be covered for a two-year period.
- C. 1. The Board agrees to provide a basic dental plan. The plan shall be New Jersey Dental Service Plan, Inc., Option B., Family Coverage, \$25 deductible, children covered to the age of 23 or equal.

- B. The Superintendent shall be notified a minimum of two (2) workdays prior to the taking of vacation days of the employees intent to take vacation days. Approval or disapproval of the requested days shall be consistent with the needs of the District. Shorter notification may be acceptable based on the needs of the District.
- C. Earned vacation days may be accumulated up to a maximum of fifty (50) days. Those administrators having accumulated vacation in excess of fifty (50) days on July 1, 1981, shall be required to reduce their accumulation to the maximum permitted by taking all current year vacation days plus at least five (5) of their accumulated days each year until the accumulation is reduced to the maximum.
- D. Administrators who are required to report to work on approved scheduled vacation days shall be granted another vacation day in lieu of the day worked even if required to work less than a full day.

#### ARTICLE XXIV

#### DURATION

A. The Agreement shall be effective July 1, 1981, and shall continue and remain in full force and effect through June 30, 1983, except as modified herein, and shall continue from year to year thereafter including the modifications contained herein, unless either party notifies the other of their intention to resume negotiations. Such notice shall be timely in accordance with the rules for commencing negotiation.

cost not to exceed nine thousand five hundred (\$9,500) dollars for all administrators. Included in the \$9,500 cost will be the cost of the premiums for those central office administrators who are not included in the Recognition clause, including but not limited to Superintendents, Assistant Superintendents, Business Administrators, Directors, and Supervisors.

#### ARTICLE XX

#### TRAVEL EXPENSES

Each member of the Group shall receive an annual stipend of:
two hundred (\$200) dollars during the 1980-81 year; two hundred
twenty-five (\$225) dollars during the 1981-82 year; and two
hundred fifty (\$250) dollars during the 1982-83 year as reimbursement for all required use of personal automobiles for travel
within and outside the boundaries of the School District. In
addition, members shall be reimbursed at the rate of fifteen
(\$.15) cents per mile for all required travel to locations more
than fifty (50) miles from the School District.

#### ARTICLE XXI

### WORK CALENDAR AND VACATION

- A. The contractual year for a member of the Group shall run from July 1 to June 30. Included within this work year shall be:
  - (a) 25 days paid vacation
  - (b) 13 paid holidays as designated in the school calendar including Independence Day and Labor Day.

### ADMINISTRATIVE-SUPERVISORY GROUP

### BASE SALARY FIGURE

1981-32 1982-83	\$25,502 \$27,542
Assistant Supt. for Pupil Services	1.75 - 2.00
Senior High School Principal	1.60 - 1.85
Junior High School Principal	1.50 - 1.75
Elementary Principal	1.40 - 1.65
Assistant Principal Senior High School and/or Director of Guidance/Student Personnel Services	1.30 - 1.55
Assistant Principal Junior High School	1.20 - 1.45

- Α. Job category will establish the minimum salary.
- В. Education factor will be added to minimum as follows:

M.A. plus 30 - .036th year - .07 Ed. D. .10

- C. Each year of administrative experience will be added at the rate of .015 to a maximum of 10 years.
- D. Each administrator shall be entitled to a Longevity: longevity payment of seven hundred fifty (\$750) dollars per year after fifteen (15) years of teacher administrator experience, seven (7) years of which shall be in the Scotch Plains-Fanwood School District. The amount shall increase to fifteen hundred (\$1,500) dollars after twenty (20) years of teacher/administrator experience, ten (10) years of which shall be in the Scotch Plains-Fanwood School District.

as established by PERC and shall designate the specific articles or sections of the Agreement to be negotiated. The party receiving the notice of intent to negotiate may also present articles and sections for negotiation.

B. IN WITNESS WHEREOF the parties hereto have caused this

Agreement to be signed by their respective presidents,

attested by their respective secretaries, and their corporate

seals to be affixed hereto on this ? \*\* day of July, 1981.

SCOTCH PLAINS-FANWOOD
ADMINISTRATIVE/SUPERVISORY GROUP:

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION:

President

Attest.

By

Secretary

Attest: