

AGREEMENT

between the

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

and the

SCOTCH PLAINS-FANWOOD ADMINISTRATIVE/SUPERVISORY GROUP

July 1, 1983 - June 30, 1986

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PREAMBLE

This Agreement made this First day of July, 1983, 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

- 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:

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

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 employment for all employees for whom the Group is recognized to negotiate. The time to commence negotiations shall be in accordance with PERC rules or later if the parties agree 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 representative of the other side.

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.
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.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE V

PROTECTION OF MEMBERS AND PROPERTY

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

ARTICLE VI

GROUP MEMBERS EMPLOYMENT

- A. The Board agrees to hire only 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. Guidelines for completion of the administrative evaluation form
 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.

6. No evaluation report shall be filed in the Superintendent's office or shared with the Board of Education before the staff member has had the opportunity to read it, discuss it with the Superintendent, and offer written comments. To 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.
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

1. 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 of employment, or
- (b) A written notice that such employment shall not be offered.

2. Reasons and Hearings

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

B. Notification of Intention to Return

If the non-tenured administrator 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 employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the administrator or supervisor.

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

ARTICLE XIII

PROFESSIONAL GROWTH

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.
- 2. 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.

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 period 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, 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.

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. 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. The benefits under the major medical coverage shall include, but not be limited to:

1. Doctor's attendance benefits while hospital confined to 100% of Reasonable and Customary charges.
2. Radiation therapy to a \$560 maximum schedule amount.
3. Out-patient mental and nervous problems--70% of Reasonable and Customary charges without any other limitations.
4. 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, children covered to the age of 23 or equal.

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.
- 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 leave 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 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 Evergreen Avenue & Cedar St.
Scotch Plains, N.J. 07076
- (b) If by the Board, to the Group at Evergreen Avenue & Cedar St.
Scotch Plains, N.J. 07076

APPENDIX A

ADMINISTRATIVE/SUPERVISORY GROUP

BASE SALARY FIGURES

1983-1984	\$29,938
1984-1985	\$32,333
1985-1986	\$34,758

Senior High School Principal	1.60 - 1.85
Middle 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 Middle School	1.20 - 1.45

A. Job Category will establish the minimum salary.

B. Education factor will be added to minimum as follows:

MA+30	-	.03
6th Yr.	-	.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. Longevity: Each administrator shall be entitled to a 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.