

**AGREEMENT BETWEEN**  
**PAULSBORO BOARD OF EDUCATION**  
**and**  
**PAULSBORO ADMINISTRATORS ASSOCIATION**  
  
effective  
  
July 1, 2005 - June 30, 2008

## **ARTICLE 1: RECOGNITION**

- A. The Paulsboro Administrators Association, hereafter called the Association, recognizes the Board of Education of Paulsboro, hereafter called the Board, as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Paulsboro.
- B. In accordance with Chapter 123, P.L. 1974, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Principals, Assistant Principals, Director of Special Services, Director of Curriculum, Supervisors, and Computer Systems Administrator employed by the Board.
- C. Further, it shall be understood by both parties that the term “Administrators” as used in this agreement shall refer only to the district’s Principals, Assistant Principals, Director of Special Services, Director of Curriculum, Supervisors, and Computer Systems Administrator.

## **ARTICLE 2: NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations for a successor agreement in accordance with Chapter 123, P.L. 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrators’ employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Regulations Commission in the calendar year preceding the calendar year in which this agreement expires. Negotiations shall begin after the Board’s Reorganization Meeting. Any agreement so negotiated shall be reduced to writing, signed by the Board and Association, ratified by the Association and be adopted by the Board by a majority vote at a public meeting.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. The Board and Association agree to work cooperatively to implement the Agreement herein set forth within all applicable laws of the State of New Jersey.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

A “grievance” shall mean a complaint by an Administrator of the Paulsboro School District that there has been to him/her a personal loss because of a violation, misinterpretation, or inequitable application of the specific provisions of this contract. A grievance, to be considered under this procedure, must be initiated by the aggrieved person within twelve (12) calendar days of its occurrence.

### **PROCEDURE**

- A. All meetings and hearings under this procedure shall be conducted in private and shall include only interested parties directly involved in the grievance and/or their designated or selected representatives.

- B. Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
- C. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to his/her immediate supervisor specifying:
  - 1. the nature of the grievance, including specific clause alleged to be violated,
  - 2. the nature and extent of the loss,
  - 3. the results of previous discussions.
  - 4. his/her dissatisfaction with decisions previously rendered,
  - 5. redress sought.

D. Level One - Immediate Supervisor

If as a result of the discussion the matter is not resolved to the satisfaction of the grievant within seven (7) workdays, he/she shall set forth his/her grievance in writing to the immediate superior specifying the nature of the grievance. The immediate superior shall communicate his/her decision to the grievant in writing within seven (7) workdays of receipt of the written grievance.

E. Level Two - Superintendent of Schools

The grievant, no later than seven (7) workdays after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays. The Superintendent shall communicate his/her decision in writing to the grievant and the immediate superior below the Superintendent.

F. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than seven (7) workdays after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

- G. If the employee is dissatisfied with the decision of the Board of Education, the Association may, on the employee's behalf, request the appointment of an arbitrator; such request to be made known to the Superintendent no later than five (5) workdays after the decision in writing to the Board of Education was made known to the employee or his/her representative.

Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator who shall obtain a commitment from said arbitrator to serve. If both parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of

arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the Rules and Procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties. The recommendations of the arbitrator will be binding on both parties. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.

#### H. Costs of Arbitration

1. Each party will bear the total cost incurred by themselves.
2. The fees and reasonable expenses of the arbitrator are the only costs, which will be shared by the two parties and such costs will be shared equally.
3. Effort will be made to hold arbitration hearings at a convenient time and place for all interested parties. In the event a hearing is mutually scheduled during the regular workday, a grievant shall suffer no loss in pay or paid leave.

#### I. Rights to Representation

Rights of Administrators to representation will be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by (a) representative(s). An attorney selected and approved by the Association may only be used at grievant's option at level 3 and thereafter. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

#### J. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public.

#### K. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure 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.
2. The time limits at any step may be extended by mutual agreement of the parties.
3. It is understood that Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules, regulations and policies of the Board until such grievance and any effect thereof shall have been fully determined.

#### **ARTICLE 4: ADMINISTRATIVE HOURS AND DUTIES**

- A. As professionals, Administrators are expected to devote to their assignment the time necessary to meet their responsibilities with minimal working hours defined as 7:30 a.m. to 4:00 p.m.
- B. Administrators employed for twelve (12) months per year will be entitled to fourteen (14) holidays.
- C. Administrators employed for ten (10) months per year do not earn vacation but are entitled to thirteen (13) holidays annually.
- D. Administrators will not be required to work during the Christmas break. This takes effect after the signature date of this agreement.

#### **ARTICLE 5: SICK LEAVE**

- A. Administrators employed for twelve (12) months per year will receive twelve (12) sick days per year.

Administrators employed for ten (10) months per year will receive ten (10) sick days per year.

#### **ARTICLE 6: TEMPORARY LEAVE OF ABSENCE**

- A. As of July 1 of each year Administrators shall be entitled to the following temporary non-cumulative leaves of absence, approved by the superintendent, with full pay each school year:
  - 1. Personal – three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during working hours. Application to the Superintendent of Schools for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant need not state the reason for taking such leave in accordance with the above language. Personal leave shall not be granted for recreational, entertainment, other employment, or for other matters that can be scheduled outside of school hours.
  - 2. Any portion of unused personal days shall be converted to accumulated sick days at the end of each school year.
  - 3. Legal - time necessary for appearances in any legal proceeding connected with the Administrator's work, or with the school system.
  - 4. Death - when death in the immediate family (parent, spouse's parent, guardian, child, brother, sister, spouse, grandparent, spouse's grandparent, sister-in-law, brother-in-law, grandchild, son-in-law, daughter-in-law, domestic partner, or other relatives residing in the employee's home occurs, the employee will be allowed up to five (5) days leave with pay. Two (2) days of leave with pay will be granted for the

death of an employee's aunt, uncle, niece, nephew, or cousin. "Death in the Family" leave must coincide with the death or funeral or memorial service.

5. Pay upon retirement will be \$80 for each sick day accumulated up to 150 days with a minimum of 30 days to qualify. The payment for sick days applies only to those days earned as an employee of the Paulsboro Board of Education. Staff members shall be eligible for remuneration of sick days in the year payment for TPAF benefits commence. This payment shall be at the rate in effect when the employee leaves Paulsboro Public Schools. Notification of retirement must be made to the Superintendent no later than the first week of November of the year preceding retirement. Failure to notify prior to deadline will result in payment the following fiscal year.
6. Pay upon death, to the estate, any accumulated vacation days at the Administrator's daily rate of pay and any accumulated sick days at the rate and limits as set in Article 6, Paragraph 5. The sick pay may be paid in the next fiscal year.
7. Twelve Month Administrator's Vacation Schedule  
 Administrators hired before January 1, 2007 will have twenty vacation days.  
 Administrators hired after that date will use the following schedule:

New hires after January 1, 2007:  
                           1<sup>st</sup> year 10 days  
                           2<sup>nd</sup> year 15 days  
                           3<sup>rd</sup> year 20 days

**ARTICLE 7: INSURANCE**

- A. Administrators shall receive any and all health and other insurance benefits granted the Paulsboro Education Association.

**ARTICLE 8: SALARY**

- A. Effective July 1, 2005, the salaries for all Administrators covered by this Agreement shall be as follows: (4% per year) as indicated below:

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
<b>HIGH SCHOOL PRINCIPAL</b>			
Lucia Pollino	106,458	110,716	115,144
<b>ELEMENTARY SCHOOL PRINCIPALS</b>			
Mildred Williams	91,936	95,613	99,438
Phillip Neff	-----	85,000	88,400
Louis Giunta	96,208	-----	-----

**DIRECTOR OF CURRICULUM**

Stephen Blake	97,671	101,577	105,640
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**DIRECTOR OF SPECIAL SERVICES**

John Giovannitti	94,640	98,426	102,363
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**ASSISTANT PRINCIPALS**

James Pandolfo (PHS)	80,000	83,200	86,528
Wayne VanHise (PHS)	70,000	77,800	80,912
Paul Morina * (PHS)	93,589	97,332	101,225
Louis Giunta (21 <sup>st</sup> Century/AP Loud.)	-----	100,057	104,059
Phillip Neff (21 <sup>st</sup> Century/AP Loud.)	70,000	-----	-----

**COMPUTER SYSTEMS ADMINISTRATOR**

Theodore Eiferman	81,588	84,852	88,246
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\* plus amount for wrestling coach as per Article 11, J.

- B. If payday falls on a holiday or vacation day, payment will be made on the immediate preceding workday.
- C. All Administrators shall be notified of their employment status for the ensuing year no later than April 30th. When a contract is issued it shall include the Administrator’s salary for the year pending any unresolved negotiations concerning salary.

**ARTICLE 9: PROFESSIONAL GROWTH & DEVELOPMENT**

- A. Administrator’s requests to attend professional conferences and conventions shall first be reviewed by the Superintendent and then may be approved by the Board of Education. Expenses previously approved by the Board, incurred by members as a result of their attendance and participation in these conferences or conventions shall be paid by the school district. In all instances receipts for expenses must be provided. Any Administrator may attend only one (1) National Conference every three (3) years. All arrangements are to be made by the Board Secretary/Business Administrator.
- B. The Board of Education will pay up to \$865 for Professional Memberships (only) dues.
- C. The Board and the Administrators affirm that continued intellectual and professional growth are vital to the improvement of the educational program. The Board will reimburse Administrators for graduate courses completed (tuition costs to be

decided by the Superintendent) not to exceed two (2) courses per year. The following conditions apply to all:

1. Non-tenured Administrators are not eligible for reimbursement until completing two years of service to the District.
2. An Administrator must receive approval from the Superintendent prior to enrolling.
3. An Administrator may only take courses within the area of administration unless the Superintendent and Board approve the exception.
4. An Administrator must receive a “B” or better per course in order to qualify for reimbursement.
5. An official college transcript and bill must be presented to the Superintendent prior to approval for reimbursement.
6. An Administrator taking graduate courses paid by the District will be required to reimburse the District if he/she leaves within two years of the reimbursement.

### **ARTICLE 10: EVALUATIONS**

- A. The Board and the Superintendent subscribe to the principle that the Administrator has the right to full knowledge regarding the Judgment of his/her superior to the effectiveness of his/her performance.
- B. The Board and Superintendent subscribe to the principle that the Administrator is entitled to receive such recommendations concerning his/her performance so to assist the Administrator to increase the effectiveness of his/her performance.
- C. Whenever an Administrator is required to appear before the Superintendent, Board, or any committee or representative thereof concerning any charge that will result in termination of employment or withholding of an increment of that Administrator, he/she shall be given at least five (5) workdays prior notice in written form of the reasons for such a meeting.

### **ARTICLE 11: MISCELLANEOUS PROVISIONS**

- A. No information of any kind should be placed in an Administrator’s file unless a prior conference with the Administrator is held.
- B. The building Administrator and/or applicable administrator shall be consulted (as appropriate) and given the opportunity to make recommendations prior to the appointment of all professional and non-professional personnel employed in the building.
- C. Representatives of the Association shall be consulted regarding the formulation of the school calendar prior to its being adopted by the Board of Education.
- D. Administrators shall have the opportunity to initiate suggested changes in curriculum and shall, if effected, have the opportunity to review changes in the curriculum prior to their implementation.
- E. The Association may use school facilities and equipment, including typewriter, computers, duplicating equipment, calculating machines, fax machines, and all types of audiovisual



equipment when such equipment is not otherwise in use. All equipment shall be operated by competent personnel within the school building in which it is located.

- F. The Board and the Association agree that each has the right by law, without restraint, or coercion, to select its own representative for collective negotiations.
- G. If any provision of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.
- H. Administrators shall be reimbursed for mileage when traveling to out-of-district activities, meetings and workshops. Mileage will be paid at the District rate. Vouchers for mileage are to be submitted quarterly.
- I. An Administrator may coach or take part in an extracurricular activity as a volunteer only.
- J. Paul Morina is the only exception to Article 11, I. As long as Mr. Morina serves as wrestling coach, the sum of \$1,412 shall be increased by the same percentage as coaching salaries increase for Paulsboro Education Association members after the 2003-2004 school year.

**ARTICLE 12: FULLY BARGAINED CLAUSE**

- A. Subject to the expressed terms of this Agreement and Chapter 123, Public Laws 1974, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 13: DURATION OF THIS AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successive Agreement as provided in Article 2. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective officers all on the day and year below written.

_____	_____	_____	_____
President, Board of Education	Date	President, P.A.A.	Date
_____	_____	_____	_____
Vice President, Board of Education	Date	Vice President, P.A.A.	Date
_____	_____		
Secretary, Board of Education	Date		