

WLL 4-1029

A G R E E M E N T

NORTH BRUNSWICK BOARD OF EDUCATION

NORTH BRUNSWICK ADMINISTRATIVE EDUCATION ASSOCIATION

July 1, 1969 - June 30, 1970

THIS BOOK IS
NOT CIRCULATE

This Agreement entered into this _____ day of _____, 19_____, by and between the Board of Education of the Township of North Brunswick, New Jersey, hereinafter called the "Board", and the North Brunswick Administrative Education Association, hereinafter called the "Association".

1. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable if any clause or provision herein contained shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law. It would not effect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

2. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

3. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

4. 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.

5. The duration of this agreement shall be for one year.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the North Brunswick Administrators Education Association as the majority representative for collective negotiation concerning the terms and conditions for certificated full time personnel under contract, as follows:

Elementary School Principals
Secondary School Principals
Elementary School Assistant Principals
Secondary School Assistant Principals

but excluding:

Superintendent
Assistant Superintendent
School Business Administrator
Assistant School Business Administrator
Board of Education Secretary
Psychologist
Learning Disability Specialist
Social Worker
All other non-administrative professional personnel
All other non-professional personnel
All part time employees

- B. Unless otherwise indicated the term, "administrator" when used hereinafter in the Agreement, shall refer to all full time certificated employees represented by the Association in the negotiating unit as defined above, and references to male administrators shall include female administrators.
- C. Unless specifically named and designated in Section A above, it shall be presumed the omitted classification was intended to be within the excluding clause in Section A.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968.

A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than October 1 of the calendar year preceeding the calendar year in which this Agreement expires.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available all public information of the North Brunswick school district.

C. At the close of each negotiation session, the parties will agree on an agenda for the next negotiation session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiation session.

D. All negotiation sessions between the parties shall be scheduled at least five (5) days in advance, to take place when persons involved are free from professional responsibilities, unless otherwise agreed.

NORTH BRUNSWICK BOARD OF EDUCATION

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint in writing by an administrator that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure administrator which arises by reason of his not being re-employed. (d) Any matter which the Public Employees Relations Committee has ruled or has the power to rule. Nothing herein shall limit the right of administrators to request a hearing or initiate a grievance in accordance with Board of Education policy #2330. As used in this definition, the term "administrator" shall mean also a group of administrators having the same grievance.

2. An "aggrieved person" is the person or persons claiming the grievance.

3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Any individual administrator at any time may present grievances.

C. Rights of Administrators to Representation

1. Any individual administrator of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his own grievance at any step or in designating a representative (s) of the N.B.A.E.A. or other person of his own choosing to appear with him at any step after Level One.

Article III
Grievance Procedure

D. Procedure - Principals

1. 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.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, an administrator participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. Level One

An administrator with a grievance shall first submit it in writing to his immediate superior, with the objectives of resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the N.B.A.E.A. and given appropriate distribution.

5. Level Two

If the aggrieved administrator has not received a written reply from Level One within five (5) school days and or is not satisfied with the disposition of his grievance, he shall file a grievance in writing with the Board of Education within fifteen (15) school days after the filing of the grievance at Level One. The Board shall hold a hearing and render a decision within fifteen (15) school days after receipt of the grievance. If such notification is not received within a fifteen (15) school day period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.

Article III
Grievance Procedure

6. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that is alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation. The Board has the right to waive the statute of limitation.

E. Limitations

1. An administrator or groups of administrators shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at Level One and Two of the grievance procedures shall be in writing and shall be transmitted promptly to all parties in interest.

2. 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, heretofore referred to in this Article.

G. Procedure - Assistant Principals

1. 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.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, an administrator participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

Article III
Grievance Procedure

4. Level One

An Assistant Principal with a grievance shall first submit it in writing to his immediate superior, with the objectives or resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the N.B.A.E.A. and given appropriate distribution.

5. Level Two

If the aggrieved Assistant Principal is not satisfied with the disposition of his grievance at Level One, he shall file the grievance in writing with the Superintendent of Schools, within ten (10) days after the filing of the grievance at Level One such notification is not received within the ten (10) day period the grievance shall be considered as waived, and thereafter estopped from pursuing said claim.

6. Level Three

If the aggrieved Assistant Principal is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after the receipt of a request by the aggrieved person. If such notification is not received within a fifteen day (15) period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.

7. In no case shall any grievance be permitted that has not been activated within the thirty days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation. The Board has the right to waive the statute.

H. Limitations

1. An administrator or groups of administrators shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

cont'd.

Article III
Grievance Procedure

1. Miscellaneous

1. All decisions rendered at Level One, Two and Three of the grievance procedures shall be in writing and shall be transmitted promptly to all parties in interest.

2. 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, heretofore referred to in this Article.

MEETINGS

In the event that the Administrative Association or the School Board desires a meeting to discuss items herein or other matters of concern, the following procedures will be followed:

1. Either party may request a meeting outlining their concern in writing and submitting such documents five (5) days in advance of the meeting.

2. The meeting when requested must be held within two (2) weeks of such a request unless mutually agreed to such extension of time that seems desirable.

3. Requests for meetings shall be answered in writing and become a permanent part of the record of both groups.

4. This section shall not be used to deny the right to file an individual or group grievance.

SALARIES

Since the parties have been unable to reach an agreement as to a method for computing administrative salaries for the 1969/70 school year, it has been agreed that a study of salary procedures will continue during the 1969/70 school year.

cont'd.

FRINGE BENEFITS

All fringe benefits, such as Blue Cross, Blue Shield, Personal Leave and other benefits applying to other professional personnel shall apply to the administrators.

EVALUATIONS

1. A written evaluation and conference by the administrator's immediate superior will be given at the end of November of each school year.

2. At the end of February of each school year a second written evaluation and conference by the administrator's immediate superior will be held and the evaluation will be discussed in terms of the present and prior evaluation.

3. In the event that the administrator evaluated feels it desirable to bring to the Board of Education factors of disagreement or additional information in the evaluation he may request a meeting with the Board. In the event of such a request the meeting shall be held within three (3) weeks of the date of such a request. This procedure will not be used as an informal grievance procedure.

In the event that the administrator evaluated does not wish to meet with the Board he shall have the right to attach a written addendum to the evaluation.

ADMINISTRATORS SCHEDULES

The Superintendent of Schools will set up a schedule prior to both the Christmas and Spring vacations which will indicate anticipated needs for the presence of principals or assistant principals during these periods. The superintendent may schedule administrators off on any day on which their presence is not necessary for carrying on the affairs and business of the North Brunswick Schools. This schedule will in no way limit the superintendent from calling in any administrators as needs or emergencies arise and he deems their presence in school offices to be necessary.

On days when schools are not in session due to inclement weather, principals shall have the responsibility of notifying the superintendent in regard to the readiness of their schools for opening on the following day. School offices will be considered closed on these days. Time spent at schools on such days will be the prerogative of each principal in line with the assigned responsibility.

PROGRAMS

On technical educational matters it shall be desirable for administrators to be able to request consultant services for improvement and research of the educational program subject to the approval of the Superintendent of Schools and the Board of Education.

FINAL POINTS

1. The final agreement established shall be formalized by both parties and become an official policy of the School District of North Brunswick.

2. Nothing in this agreement will prohibit either party, under the terms of Chapter 303, from seeking mediation or fact finding under the provisions of said law.

3. The duration of this agreement shall be for one fiscal year from July 1, 1969, through June 30, 1970.

STATEMENT OF CONTRACT

In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, on the 14th day of October in the year 1969 by the Board of Education and on the _____ day of October in the year 1969 by the North Brunswick Administrative Education Association.

Board of Education
Township of North Brunswick

North Brunswick Administrative
Education Association

County of Middlesex

State of New Jersey

by _____
Board President

by _____
Association President

by _____
Board Secretary

by _____
Association Secretary

Notary _____