



AGREEMENT

between the

PISCATAWAY TOWNSHIP BOARD OF EDUCATION

and the

PISCATAWAY TOWNSHIP PRINCIPALS' / SUPERVISORS' ASSOCIATION

JULY 1, 1988 — JUNE 30, 1991

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 1989
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RIGHTS, AUTHORITY AND RESPONSIBILITIES
OF THE BOARD OF EDUCATION

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of New Jersey and of the United States.

The Board's reservation of rights shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and statutes of the State of New Jersey, including NJSA 34:13A-1 et seq.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Piscataway Township Principals'/Supervisors' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel represented by the Association including:

Elementary Principal
Elementary Vice Principal
Middle School Principal
Middle School Vice Principal
High School Principal
High School Vice Principal
High School Assistant Vice Principal
Administrative Assistant to High School Principal
Department Supervisor

- B. Unless otherwise indicated, the term, "member", when used hereinafter in this agreement, shall refer to all professional employees represented by the association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all members. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and Association, and be adopted by the Board of Education.

- B. Neither party in any negotiations shall have any control over the election of the negotiation representatives of the other party. The parties meeting pledge that their representatives be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- C. All meetings between the parties shall be regularly scheduled whenever possible to take place when the members involved are free from assigned responsibilities unless otherwise agreed by the parties.
- D. This agreement shall not be modified in whole or in part by the parties except by an agreement in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

- 1. A "Grievance" shall mean a complaint by a member in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of any of the provisions of the agreement.
- 2. A member in the bargaining unit shall have the right to grieve administrative decisions, not arising out of the agreement, which are inequitable to him/her. Notwithstanding anything in this article to the contrary the right to appeal such administrative decisions shall terminate at Board of Education level.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

- 1. Since it is important that a grievance 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 limit specified may, however, be extended by mutual agreement.
- 2. A member who claims to be aggrieved shall first discuss the complaint with the appropriate supervisor with the object of resolving the matter informally. A request for such discussion shall be made within five (5) working days after the treatment, act or condition which is the basis of the claim. Any such informal resolution of a grievance shall be consistent with this agreement.
- 3. If no informal resolution has been reached within five (5) working days following the request, the member shall present the complaint in writing to the appropriate supervisor within five (5) working days following expiration of the time limit for informal resolution.

This initial written complaint shall make known the full details at the matter so that any decision can be based on total pertinent information. In no case shall such written complaint be filed later than fifteen (15) working days following the treatment, act, or condition which is the basis of the claim. The supervisor's written decision shall be made in writing to the member within seven (7) working days.

4. If the member is dissatisfied with the supervisor's response or if no written decision has been rendered after seven (7) working days after the appeal was delivered to the supervisor, the member may appeal the matter to each next higher supervisor as may be appropriate depending upon the members organizational position. Each appeal shall be presented to the next higher administrative level within five (5) working days of either the date of a decision at the previous level or the expiration of the seven (7) working days allowed for the supervisor's response.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary and Superintendent the complete records thus far accumulated plus its written reason for forwarding the appeal within either (8) working days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board shall hold a meeting and/or hearing with the member and representatives and render a decision, in writing, not later than five (5) working days following one (1) regular Board meeting after receipt of appeal at the regular Board meeting.
6. If the decision of the Board of Education does not resolve the grievance to the satisfaction of the Association, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) days after the receipt of the decision which is being appealed.

7. Arbitration Procedure

a. Selection of Arbitrator

The Board and the Association shall attempt to agree on the arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within ten (10) calendar days of the time that the request for arbitration is received, then the parties shall jointly request the Public Employment Relations Commission submit a list of five (5) names of qualified arbitrators. Upon receipt of the list, the Association shall strike two names, the Board two names and the remaining arbitrator on the list shall then be designated as the arbitrator to hear the grievance.

b. Rights, Duties and Jurisdiction of Arbitrator

- (1) Before the submission of a grievance to arbitration, each party shall, in writing, set forth the issue or issues to be determined and/or considered by the arbitrator.

- (2) Arbitrator must be limited to a consideration of the issues presented.
- (3) Arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the agreement.
- (4) The determination of the arbitrator must be limited to the express terms and/or conditions of the agreement which are the subject of grievance.
- (5) Notwithstanding any provision of this agreement to the contrary, the arbitrator shall assume no jurisdiction over any dispute arising out of any provision of this agreement which may quote, paraphrase or otherwise pertain to any local, county, state or federal law or legislative regulations, the Constitution of the State of New Jersey or the United States or any right arising therefrom; any question of negotiability; or any unfair labor practice.
- (6) The decision of the arbitrator shall be binding upon both parties.

c. Costs - The Board and the Association shall share equally the cost of the arbitrator.

Rights of Members to Representation

Any party in interest may be represented at all stages of the grievance procedure by one's self a representative of one's choosing, or, at one's option, by a representative elected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedures.

C. Miscellaneous

1. If in the judgment of the Association a grievance affects a group of members, the Association may submit such grievance in writing to the Superintendent directly. The Association may process such a grievance providing the complaint is signed by the members claiming to be aggrieved.

Unless otherwise mutually agreed, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore mentioned in this Article.

ARTICLE IV

RIGHTS AND PRIVILEGES

Pursuant to NJSA 34:13A-1 et seq, the Board hereby agrees that every member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by NJSA 34:13A et seq or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any member with respect to hours, wages or any terms or conditions of employment by affiliates, his participation on any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. No tenure member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure within set forth. Nothing in this Article IV nor this agreement shall be interpreted so as to restrict or interfere with the evaluative function including decisions to grant or withhold salary increases or to reemploy any member.
- C. Whenever any member is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely effect the continuation of that member in his/her office, position or employment or the salary or any increments pertaining thereto, the member may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent during such meeting or interview if he/she so desires.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to provide to the Association in response to reasonable requests access to all available public information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations and all other information that is a matter of public record.
- B. When any representative of the Association or any member is mutually scheduled by the parties to participate during the working hours in negotiations, grievance proceedings, conferences or meetings they will suffer no loss in pay.
- C. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times with official approval, provided that there is no interruption of the normal school program.

- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the principal and Superintendent during the normal working hours of a custodian. Any costs incurred because of custodial overtime shall be borne by the Association.
- E. The Association shall have the right to use school facilities and equipment at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to use the inter-school mail facilities and the school mailboxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail. The Association shall not utilize inter-school mail deliveries for the distribution of material relating to candidates seeking public office.
- G. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of its member and to no other organizations.

ARTICLE VI

EMPLOYMENT

- A. Each member shall receive a salary in accordance with provisions of Article XVIII, Salaries.
- B. Nontenured members shall receive administrative notification of a recommendation for nonrenewal based upon unsatisfactory performance by April 1. Notification of contracts of renewal for all others shall be received as follows:
 - 1. Members employed since previous September 30 by April 30.
 - 2. Members employed after previous September 30 by June 1.
- C. Members with tenure status shall receive notification of continuous employment for the forthcoming school year by April 30.
- D. Payment of Salaries
 - 1. Members as defined in Article I may individually elect to have increments of \$10 of their base salary deducted on a semi-monthly basis and deposited in the Northern Middlesex County Teachers Federal Credit Union for the member's account. A member who elects to discontinue the withdrawal on a 30 day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be provided by the Teachers Credit Union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the Teachers Credit Union or for any deduction made by the Board of Education pursuant to this paragraph.

2. Members shall be paid on the fifteenth or the last work day before the fifteenth of each month and the last work day of the month.
 3. When a payday falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous work day.
- E.
1. A work year shall be defined as 200 work days for ten month members and 226 work days for 12 month members. All members shall work on those days scheduled as teacher work days plus an additional number of work days totaling 200 for 10 month members or 226 for 12 month members. Members shall not be required to report for work on days when school is cancelled because of inclement weather, however, such days shall be counted as work days. The schedule of work days for all members shall be approved by the Superintendent or designee.
 2. The work year for a member hired after July 1 for 12 month members or September 1 for 10 month members shall be calculated by multiplying the number of remaining full months in the school year by 20 days and adding the number of work days remaining in any partial month. The total number of required work days shall not exceed 200 for ten month members or 226 for 12 month members.
 3. The salary of any member as described in E-2 above shall be calculated by multiplying the number of work days determined in E-2 above by daily rate of pay. The daily rate of pay will be determined by dividing the approved yearly salary by 200 work days for 10 month members or 226 work days for 12 month members.
 4. Members resigning prior to June 30 will be paid a total amount of money equal to the number of days worked in the current school year multiplied by the daily rate of pay as defined in E-3 above.
 5. Should the need for modification of the scheduled work year arise, the immediate supervisor shall make such request of the Superintendent or designee and, if approved, shall then have the authority to modify a member's work schedule. Except in cases of extreme emergency such modifications can only be made with the consent of the employee. Such modifications shall apply only to specific dates and shall not affect the total number of work days.

ARTICLE VII

ASSIGNMENT

- A. Except in cases of emergency all members will be given written notice of change in assignments and building assignments for the forthcoming year not later than April 30.
- B. No member will be permitted to hold a position which requires the evaluation of a member of his/her immediate family. Exceptions due to extenuating circumstances may be approved by the Superintendent.

ARTICLE VIII

TRANSFERS AND REASSIGNMENTS

- A. A member who desires a change in assignment or who desires to transfer to another building shall file a written statement of such desire with his/her immediate superior and the Superintendent not later than March 1. Such statement shall include the assignment to which the member desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.
- B. Determination of transfers will be made after the best interests of the member and the school system are taken into consideration. Members who desire a reassignment or a transfer shall be given written notice by the Superintendent as to the final decision and on request of the member's reasons for the decision.
- C. Involuntary transfers shall be made only in unusual circumstances and affected members shall be notified pursuant to provisions of B above.
- D. Decisions regarding transfers shall not be subject to the grievance procedure set forth herein.

ARTICLE IX

PROMOTIONS AND VACANCIES

- A. A promotional position shall be defined as any position on the administrative-supervisory level of responsibility.
- B. All vacancies in promotional positions including those programs funded by the federal government shall be adequately publicized in accordance with the following procedure:
 - 1. A notice shall be posted in each school as far in advance as is practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Members who desire to apply for such vacancies shall submit their applications in writing to their immediate superior and to the Superintendent within the time limit specified in the notice and acknowledgement shall be given to all such applications.
 - 2. Applications shall be kept on file for the remainder of the school year in the Superintendent's Office for continual consideration for similar vacancies unless the office is notified, in writing, by an applicant that the application is to be withdrawn.

- C. Qualifications for any position, its duties and the rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.
- D. All qualified members shall be given adequate opportunity to make applications and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In such vacancies prior consideration shall be given to qualified members already employed by the Board.

ARTICLE X

EVALUATION

- A.
 - 1. All monitoring or observation of the work performance of a member shall be conducted openly and with the full knowledge of the member.
 - 2. Members shall be evaluated only by personnel certified by the New Jersey State Board of Examiners to supervise instruction.
 - 3. Members shall be consulted in devising criteria for evaluation, evaluating the validity of those criteria currently in use and making yearly recommendations for changes to the Superintendent of Schools.
 - 4. A member will be given a copy of written observations or of evaluation reports prepared by his evaluators, preferably before the day of the scheduled conference. No such report shall be placed in the member's file or otherwise acted upon without prior conference with the member unless the member chooses not to have such a conference.
- B.
 - 1. One file shall be used for the permanent retention of information pertaining to a members' professional performance. All material pertaining to a member's professional performance accumulated during the period from one final evaluation to the next shall be forwarded to the permanent file after the completion of the last final evaluation.
 - 2. A member shall have the right, upon request, to review personally, the contents of his/her personal file with the exception of confidential references in the presence of the Superintendent or his designated representative.
 - 3. No material derogatory to a member's conduct, service, character, or personality shall be placed in his/her personal file, unless the member has had an opportunity to review the material. At least once every year, until tenure and every two years thereafter, a member shall have the right to indicate those documents and/or other materials in his/her file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the discretion of the Superintendent, they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such material which answer shall be reviewed by the Superintendent or designed and attached to the file copy.

- C. Any complaints regarding a member made to the Administration by any teacher, parent, student or other person which are used in any manner in evaluating a member shall be promptly investigated and called to the attention of the member within ten (10) working days of the complaint, unless unusual, extenuating circumstances exist, that are not under the control of the Superintendent.

- D. After receiving the Superintendent's evaluation and recommendation, the Board of Education shall select one of the following alternatives:
 - 1. Approve the Superintendent's evaluation and recommendation without comment.
 - 2. Approve the Superintendent's evaluation and recommendation but request, by a majority vote, that he discuss specific aspects of the evaluation report with the employee.
 - 3. Tentatively reject the Superintendent's evaluation and recommendations. If this occurs, all negative reactions to said report shall be noted in writing, identifying whether each is a minority or majority opinion. All such written statements shall then become part of the employee's personnel record.

- E.
 - 1. Any grievance with respect to Section E above of Article X shall terminate at the Board of Education and shall not be subject to binding arbitration.
 - 2. In the cases of alternates E-2 or 3 above, the Superintendent shall review with the employee the Board of Education's reaction to his evaluation and recommendation and expressly ask the employee whether he wishes to meet with the Board to discuss its decisions. The employee's written request for a meeting with the Board must be made within thirty (30) calendar days. If this is not done, the Board shall consider its tentative decision final.

ARTICLE XI

LEAVES OF ABSENCE

A. Sick Leave

- 1. Members shall be allowed sick leave as follows:
 - a. 12-month contract - 12 days per year
 - b. 10-month contract - 11 days per year

All days of sick leave not utilized shall be accumulative.

- 2. Sick leave is defined as absence from duty because of personal disability due to illness, injury or quarantine for communicable disease.
- 3. It shall be the obligation of the members to certify that the absence resulted from personal illness. Upon request, the member shall present a physician's certificate of illness to the Superintendent.

B. Temporary Leaves

1. Death in Immediate Family

Members shall be allowed up to three (3) working days absence without loss of pay in case of death in the immediate family. "Immediate family" is interpreted to include father, mother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents or other relative making his or her home with the family of the employee. Unused leave of this kind shall not be cumulative. On request and for good and sufficient reason, the Superintendent may grant up to two (2) additional days.

2. Funeral of a Relative

One working day is allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the member.

3. Personal or Emergency

Members shall be granted leave with full pay in addition to sick leave and death in the family not to exceed five (5) days for 12 month members and four (4) days for 10 month members pursuant to provisions of a and b below. Such leave shall not generally be granted on the day immediately before or after a school holiday, vacation or during the first or last week of school unless good and sufficient reason is provided. Documentary evidence of reason for such absence shall be submitted when requested by the Superintendent or designee.

a. Unused leave of this kind shall be cumulative as sick leave.

b. Other requests may be granted in the sole judgment of the Superintendent of Schools, but with loss of pay at the daily rate.

C. Maternity Leave

1. Maternity leave shall commence and terminate upon written request of the member/and the concurrence of the Board. Said written request for "Maternity Leave" shall be made when the member becomes aware of her pregnancy.

Such leave shall take the following factors into consideration:

a. medical certification of the commencement and termination of said maternity leave from member's physician.

b. the reasonableness of dovetailing staff changes with the school calendar.

c. in accordance with Applicable Laws and Regulations.

3. "Maternity Leave" may be extended at the discretion of the Board and upon the request of the member beyond the medically certified period of temporary leave for a period approved by the Board.

D. Child Care Leave

1. The Board shall grant upon receipt of a written request a Child Care Leave to extend to the end of the member's contract or school year, whichever is applicable. Said written request for "Child Care Leave" shall be made as soon as possible.
2. Such leaves shall take the following factors into consideration:
 - a. Utilization of sick leave benefits as outlined in Section A of this Article may immediately proceed the commencement of said leave.
 - b. The reasonableness of dovetailing staff changes with the school calendar.
 - c. Said child care leave shall be granted in accordance with applicable laws and regulations.
3. "Child Care Leave" shall be without pay for the period outside the period of sick leave as may be medically certified.
4. "Child Care Leave" shall be extended, if requested by a tenured member, for one (1) additional school year if said leave was initially requested to commence during any prior school year.

E. Scholarship and Teaching Leaves

1. A leave of absence without pay for up to two years shall be granted to one tenured member per year who is the recipient of a full time scholarship such as a Fulbright Scholarship. Request for such leave must be submitted by March 1 of the previous year.
2. A member with tenure status may be granted a leave of absence without pay for up to one (1) or two (2) years to teach in an accredited college or university upon the approval of the Board of Education.
3. Members shall submit a written request for leave of absence as specified in 1 or 2 above not later than March 1 of the contract year prior to the year in which the leave shall commence.

F. Leave of absence Due to Illness in the Family

A leave of absence without pay for up to one year may be granted for purpose of caring for a sick member of the member's immediate family. Additional leave may be granted at the discretion of the Board.

G. Military Leaves

Time necessary for person called into temporary active duty of any unit of the U.S. Reserves, of the State National Guard, shall be granted in accordance with New Jersey State Laws.

H. Other Leaves of Absence

Other leaves of absence may be granted by the Board.

I. Leave Benefits

All benefits to which a member was entitled at the time a leave of absence commenced, including unused accumulated sickleave and credits toward sabbatical eligibility will be restored upon return and the member shall be assigned to the same position held at the time the leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE XII

SABBATICAL LEAVES

- A. Sabbatical Leave shall be granted to one (1) member each year for the pursuance of graduate studies in a program approved in advance by the Superintendent of Schools.
- B. Service eligibility requirement shall be seven (7) years of continuous service as administrator in Piscataway Township Schools.
- C. Sabbatical Leave shall be for one (1) full academic year at the rate of 50% of the annual salary one would have received for the year had he/she remained in the district.
- D. The member shall return to a position in the Piscataway School District for not less than two (2) years following the completion of the sabbatical or refund the Sabbatical Leave pay on a prorata basis.
- E. Upon return from Sabbatical Leave, a member shall be placed on the salary schedule at the level which would have achieved had the member remained actively employed in the system.
- F. Hospitalization benefits and pension membership shall continue without interruption for the duration of the Sabbatical Leave.
- G. Application for Sabbatical Leave shall be forwarded to the Superintendent's Office on or before March 1. The Superintendent will submit his recommendation for approval to the Board of Education at its March meeting. Acceptance of the sabbatical by the member shall occur, in writing, prior to April 1. These deadlines may be extended.
- H. Members on Sabbatical Leave may be eligible for reimbursement of tuition expenses by making application to the Board after receiving the approval of the Superintendent.

ARTICLE XIII

HOSPITALIZATION AND MEDICAL COVERAGE

- A. The Board agrees to provide, for full time personnel units represented by the Association, medical, hospitalization, major medical, and dental coverage with benefit levels in effect as of June 30, 1988.
- B. Comprehensive Physical Examination Program
 - 1. Members under age 50 shall be entitled to one (1) examination every two (2) years not to exceed \$150 per examination.
 - 2. Members age 50 and over shall be entitled to one (1) examination each year not to exceed \$150 per examination.
 - 3. The dollar amounts in 1. and 2. above shall increase to \$200 for the 1989-90 school year and to \$300 for the 1990-91 school year.

ARTICLE XIV

PERSONAL AND ACADEMIC FREEDOM

- A. Member shall be entitled to full rights of citizenship and no religious or political activities of any member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member providing such activities do not violate any local, state or federal law.
- B. The personal life of a member is not an appropriate concern for the attention of the Board except as it may directly effect the member's professional performance.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the school district and that now there is a fundamental need to protect members from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

ARTICLE XV

GRADUATE STUDIES

The members shall be eligible to receive reimbursement of tuition cost for courses taken in a college or university pursuant to the following provisions:

- A. Courses must be approved in advance by the Superintendent.
- B. Courses to be approved shall be those not required for full certification for the position held by the member.

- C. Members with tenure status shall be eligible for reimbursement at the rate of \$60 per credit for up to twelve (12) credits of study taken during the period of July 1 to June 30.
- D. Nontenured members shall be eligible for courses taken during the period of July 1 to June 30, for reimbursement at the rate of \$60 per credit for up to nine (9) credits of study but only after one (1) year of satisfactory service in Piscataway Township Schools.
- E. Reimbursement will be made when a member submits receipt (or copy) of tuition paid and copy of course credit from received when course is completed.

ARTICLE XVI

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its members dues for the Piscataway Township Principals' Association, the Middlesex County Elementary Administrators, the Middlesex County Secondary Principals, the New Jersey Association of Elementary School Administrators, the New Jersey Association of Secondary Principals and Supervisors, the National Association of Elementary School Principals and the National Association of Secondary School Principals and Supervisors or anyone or any combination of such associations as said members shall be made in compliance with NJSA 52:15-15.9e and under rules reestablished by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Members authorization shall be in writing in the form set forth in Appendix A.
- B. The Board has no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake, or loss in making said deductions.
- C. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Meetings and Conventions
 - 1. State, County, Local

Members shall be permitted to attend subject to the approval of the Superintendent of Schools.

2. Other

- (a) In any given year, one-third (1/3) of the members may attend conventions within a radius of 400 miles subject to the approval of the Superintendent or his designee.
- (b) In addition to 2(a) above, two principals on the secondary and middle school level and three on the elementary level may attend conventions within the Continental United States. If the specified number of principals do not attend, other members may request permission to attend subject to the approval of the Superintendent or his designee.

B. Special Courses and Training Schools

The Superintendent may designate one or two members to attend training courses that upon completion would be beneficial to the system: Rutgers State University, etc.

C. Expenses

Per diem and transportation cost as approved by the Superintendent of Schools will be advanced to the members before departure for approved conventions.

D. This agreement constitutes Board Policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

E. If any provisions of this agreement or any application of this agreement to any members or group of members is held to be contrary to law, then such provisions 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 full force and effect.

F. Any individual contract between the Board and an individual member, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

G. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of the agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or association affiliation.

H. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and presented to all members now employed or hereafter employed by the Board.

I. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions(s) of this agreement, either party shall do so by telegram, registered letter or receipted notice.

1. If by Association, to Board at Willow Avenue, Piscataway, NJ 08854
2. If by Board to Association, President and Vice President at their schools.

J. Members shall be paid upon retirement for unused accumulated sick leave as indicated below:

1. \$30.00 per day for members whose last date of employment falls within the 1988-89 school year.
2. \$60.00 per day for members whose last date of employment falls within the 1989-90 school year.
3. \$90.00 per day for members whose last date of employment falls within the 1990-91 school year.
4. No payment shall be made upon deferred retirement.

K. Accrued Vacation Day Credit

1. Those members who have been employed prior to July 1, 1979 and who have accrued vacation day credit pursuant to the terms of prior negotiated agreements shall maintain such vacation day credit for the duration of their employment with the school district.

Upon termination of employment of such members, the accrued vacation day credit shall be paid at the then current daily rate by extending the termination date of any such member by the applicable number of accrued vacation days.

2. Each member who has accrued vacation day credit prior to June 30, 1980, shall receive a written statement of such credit.

ARTICLE XVIII

SALARIES

A. Salary Calculation

Salaries for each position represented herein shall be determined by multiplying the appropriate position ratio by the negotiated base salary.

B. Base Salary

- | | |
|------------|----------|
| 1. 1988-89 | \$70,833 |
| 2. 1989-90 | \$75,791 |
| 3. 1990-91 | \$81,096 |

C. Position Ratio

1. High School Principal 1.00 (12 month)
2. Middle School Principal .95 (12 month)
3. Elementary School Principal .89+ (12 month)
(.001 multiplied by the classroom teacher/administrator ratio*)

*The classroom teacher/administrator ratio shall be determined by dividing the number of classroom teachers assigned to the elementary school by the number of administrators assigned to the same school. "Classroom teachers" as specified above shall include only:

- (a) Grade level classroom teachers
- (b) Title I teachers
- (c) PEEP teachers
- (d) Special education teachers

4. High School Vice Principal .85 (12 month)
5. High School Administrative Assistant .80 (12 month)
6. Elementary Vice Principal .72 (10 month)
High School Assistant Vice Principal
Department Supervisor
Middle School Vice Prin.

D. The salary of any member employed on a twelve month work year in a title for which the position ratio assumes a ten month work year, shall be determined by adding 11.11% to the ten month position salary.

E. 1. The number of teaching periods and supervisory periods for the department supervisors shall be determined as follows:

<u>No. of Teachers in Department</u>	<u>No. of Teaching Periods</u>	<u>No. of Supervisory Periods</u>
1 - 6	4	2
Above 6 - 14	3	3
Above 14 - 20	2	4
Above 20	1	5

2. Whenever the position description of a department supervisor shall include responsibility at the middle schools, the number of teaching periods and supervisory periods shall be determined as follows:

<u>No. of Teachers in Department</u>	<u>No. of Teaching Periods</u>	<u>No. of Supervisory Periods</u>
1 - 6	3	3
Above 6 - 14	2	4
Above 14 - 20	1	5
Above 20	0	6

F. Initial Placement Upon Appointment or Promotion

1. Members appointed from outside the school district

- (a) First Year 82% of full position salary
- (b) Second Year 85% of full position salary
- (c) Third Year 88% of full position salary
- (d) Fourth Year 91% of full position salary
- (e) Fifth Year 94% of full position salary
- (f) Sixth Year 97% of full position salary

2. Members promoted from within the school district

- (a) First Year 85% of full position salary
- (b) Second Year 88% of full position salary
- (c) Third Year 91% of full position salary
- (d) Fourth Year 94% of full position salary
- (e) Fifth Year 97% of full position salary

3. Initial placement percentages as specified in 1 and 2 above shall be considered minimums. Upon the recommendation of the Superintendent and pursuant to 4 below, the Board may approve any one of the listed placement percentages at the time of employment or promotion.

4. Initial salary placement upon promotion from within the district shall be equal to or greater than that earned prior to the promotion, and shall be greater than the daily salary earned by any Subject Area Specialist with comparable experience.

G. Advanced Degree Status

Members may submit proof of qualification for either Category #1 or Category #2 below to become effective as of July 1 of any school year.

1. Category #1 - \$1,200 added to annual salary

A member will qualify if he/she has earned a Doctorate or presents a combination of an earned 6th Year level and at least three (3) approved college credits within the last three (3) school years. Such credits will be acceptable if they are related to the position held and are approved by the Superintendent. Such approval shall not unreasonably be withheld.

2. Category #2 - \$1,000 added to annual salary

A member will qualify if he/she has earned a 6th Year Level.

H. Longevity

Each member shall be entitled to the appropriate longevity increment added to the annual salary as of July 1 (for 12 month employees) or September 1 (for 10 month employees) of each year after completion of the appropriate number of full consecutive years of employment in Piscataway Township Schools.

<u>Consecutive Years of Service</u>	<u>Longevity Increment</u>
10	\$ 700
20	1,000
25	2,000
30	3,000

A year of service shall mean the full ten month school year for individuals who were employed on a ten month contract or the full twelve month school year for individuals who were employed on a twelve month contract.

I. Advanced Notification of Retirement

1. Members may qualify for advanced notification status by:

- a. retiring as of the last day of the school year.
- b. submitting a signed letter of resignation (retirement) no later than November 30th in the school year preceeding the final school year of employment.
 1. The deadline for members retiring as of June 30, 1990 shall be June 30, 1989.
 2. The deadline for members retiring as of June 30, 1989 shall be within 15 days after ratification of this Agreement by the Board of Education.
- c. Accumulating more than 226 (200 for 10-month members) unused sick days as of July 1 of the final year of employment.

2. Salary in final year of employment:

- a. Members who qualify for advanced notification status may elect to increase their annual salary in the final year of employment by converting unused accumulated sick leave in excess of 226 (200 for 10-month members) at the per diem rate as prescribed in Article XVII Section J herein.
- b. Any such sick days converted into salary shall not subsequently be available for use in case of illness nor will such converted days be paid upon retirement pursuant to Article XVII Section J herein.
- c. The total salary in the final year of employment, including all regular contractual increases and converted sick leave shall not exceed that of the previous year by more than 12%.

- d. Members who qualify for advanced notification status shall inform the Director of Personnel of their election to convert sick leave days into salary no later than June 1st prior to the final year of employment.

ARTICLE XIX

ADMINISTRATION LIAISON

The President of the Association and/or representatives(s) shall meet with the Superintendent and/or designated representative(s) at the request of either party within seven (7) work days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be scheduled during the school day unless otherwise mutually agreed and shall be of a reasonable length to discuss the areas of concern.

ARTICLE XX

DURATION OF AGREEMENT

- A. This agreement shall be effective from July 1, 1988 and shall continue in effect until June 30, 1991 subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended orally and it is expressly 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 presidents and attested by their respective secretaries.

DATED THIS 6th DAY OF December 1988

Piscataway Township Principals'/Supervisors'
Association

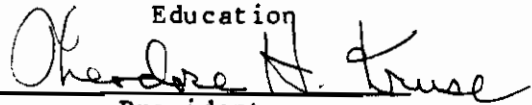


President



Secretary/Treasurer

Piscataway Township Board of
Education



President



Secretary

APPENDIX A

EXAMPLES OF 1988-89 POSITION SALARIES

BASE SALARY - \$70,883

<u>POSITION</u>	<u>ASSUMED WORK YEAR</u>	<u>RATIO</u>	<u>POSITION SALARY</u>
1. High School Principal	12 months	1.00	\$70,883
2. Middle School Principal	12 months	.95	67,291
3. Elementary School Principal	12 months	.89*	63,041*
*(NOTE: Actual salary will also include a factor for classroom teacher/ administrator ratio)			
4. High School Vice Principal	12 months	.85	60,208
5. High School Administrative Assistant 12 Month Supervisor	12 months	.80	56,666
6. High School Asst. Vice Principal 10 Month Supervisor Middle School Vice Prin.	10 months	.72	51,000

NOTE: Variations in actual salaries to be paid may result from application of provisions of this agreement particularly as specified in Article XVIII.

APPENDIX B

EXAMPLES OF 1989-90 POSITION SALARIES

BASE SALARY - \$75,791

POSITION	ASSUMED WORK YEAR	RATIO	POSITION SALARY
1. High School Principal	12 months	1.00	\$75,791
2. Middle School Principal	12 months	.95	72,001
3. Elementary School Principal	12 months	.89*	67,454*
*(NOTE: Actual salary will also include a factor for classroom teacher/ administrator ratio)			
4. High School Vice Principal	12 months	.85	64,422
5. High School Administrative Assistant 12 Month Supervisor Director	12 months	.80	60,633
6. High School Asst. Vice Principal 10 Month Supervisor Middle School Vice Prin.	10 months	.72	54,570

NOTE: Variations in actual salaries to be paid may result from application of provisions of this agreement particularly as specified in Article XVIII.

APPENDIX C

EXAMPLES OF 1990-91 POSITION SALARIES

BASE SALARY - \$81,096

<u>POSITION</u>	<u>ASSUMED WORK YEAR</u>	<u>RATIO</u>	<u>POSITION SALARY</u>
1. High School Principal	12 months	1.00	\$81,096
2. Middle School Principal	12 months	.95	77,041
3. Elementary School Principal	12 months	.89*	72,175*
*(NOTE: Actual salary will also include a factor for classroom teacher/ administrator ratio)			
4. High School Vice Principal	12 months	.85	68,932
5. High School Administrative Assistant 12 Month Supervisor	12 months	.80	64,877
6. High School Asst. Vice Principal 10 Month Supervisor Middle School Vice Prin.	10 months	.72	58,389

NOTE: Variations in actual salaries to be paid may result from application of provisions of this agreement particularly as specified in Article XVIII.