

This agreement is entered into this 1st day of July 1995 by and between the North Brunswick Township Board of Education, hereinafter referred to as the "Board" and the Supervisors & Directors Association of North Brunswick Township, hereinafter referred to as the "SDA."

WITNESSETH THAT:

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, it is agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the SDA as the exclusive and sole representative for collective negotiation concerning the terms and conditions for certificated full-time personnel under contract or on leave, as follows:

- Supervisors
- Director of Guidance
- Director of Athletics
- Director of Staff Development

but excluding all other employees of the Board, both certified and non-certified.

- B. Unless otherwise indicated, the terms "Supervisor" and "Director", when used in this Agreement, shall refer to all professional employees represented by the SDA in the negotiation unit as listed above. (Use of a specific title in any provision of this Agreement shall refer only to the professional employees serving in such title.) References to males shall include females.
- C. Categories established hereafter by the Board shall be included in the unit upon approval by the SDA and the Board.

## ARTICLE II

### NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of N.J.S. 34:13A-1, et. seq.

- A. The parties agree to comply with the requirements of the New Jersey Employer-Employee Relations Act as amended, in a good faith effort to reach agreement. Such negotiations shall begin not later than December 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit defined in Article I., be reduced to writing, and shall be subject to ratification by both parties.
- B. During negotiations, the Board and the SDA 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 Township School District.
- C. The first negotiation session shall be only for the following purposes:  
(1) to establish ground rules for negotiations; (2) for any formal presentation of a full and complete written proposal by the SDA and to establish dates for submission of the Board of Education proposal, if any; (3) for discussion of any other matters that either party wishes to raise.

### ARTICLE III

#### MEDICAL INSURANCE

- A. The North Brunswick Township Board of Education will pay for every Supervisor and Director according to his/her marital status:

100% of the cost of Connecticut General Medical and Surgical Plan, Prescription Plan, Dental Plan and Major Medical coverage. Subject to the following changes in deductibles effective upon mutual ratification of the 1994-97 agreement:

- (1) Major medical deductible \$200 individual and \$400 family.
- (2) Co-payment on major medical 20% of first \$5,000.
- (3) Dental deductible \$50 individual and \$100 family (waived for preventive care).
- (4) Effective close of business 6/30/97, change prescription co-pay to \$6 for brand name, \$3 for generic and \$0 for mail order.

- B. The Board may, upon reasonable prior notification to the Association, substitute other insurance carriers, self insurance or insurance pooling, so long as the insurance coverage provided above are equal to or better than those now provided.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. A "grievance" shall mean a complaint in writing by a Supervisor or Director that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. The term "grievance" shall not, however, 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 supervisor or director which arises by reason of his not being reemployed; or (d) any matter which the Public Employees Relations Commission has ruled or has the power to rule. As used in this definition, the term "supervisor" or "director" shall also mean group of supervisors or directors 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:

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.

#### C. Rights of Supervisors and Directors To Representation:

Any party in interest shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal due to participation in presenting a grievance. A supervisor or director may designate a representative of his own choosing to appear with him at Level One. At Level Two, Three, and Four, a supervisor or director may choose a representative or a reasonable number of representatives to appear with him/her at any of these steps.

#### D. Procedure:

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, a supervisor or director 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

A supervisor or director with a grievance shall first submit it in writing to his immediate supervisor (Principal), with the objective of resolving the matter. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Supervisor and Director Association and given appropriate distribution.

5. LEVEL TWO

If the aggrieved person 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 Superintendent of Schools within ten (10) school days after the filing of the grievance at Level One. The written grievance shall specify: the facts constituting the grievance; basic details constituting the grievance; the specific clauses in the Agreement which are claimed to be involved; the results of previous discussions; the dissatisfaction with any decisions previously rendered. If such notification is not received within the total ten (10) school day period, the grievance shall be considered as waived and thereafter the grievant shall be estopped from pursuing said claim.

6. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or has not received a written reply within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall hold a hearing and render a decision within thirty

(30) calendar 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 the grievant shall be estopped from pursuing said claim.

**7. LEVEL FOUR**

- a. If the aggrieved person does not accept the disposition of his grievance at Level Three and wishes review by a third party and the claim pertains exclusively to violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, he shall notify the Board through the Superintendent within ten (10) school days of the receipt of the Board's decision. An aggrieved person in order to process his grievance beyond Level Three must have his request for such action accompanied by the written recommendation for such action by the Association.
- b. In order to secure the services of an arbitrator, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. Nor shall the arbitrator have the authority to establish any wage rate or change any wage rate contained herein without specific authority from the parties. The arbitrator shall not in any case have power to rule on any issue or dispute which is not a grievable matter under this Article IV. or so specified under the provisions of this Agreement. The decision of the arbitrator shall be advisory only.
- d. Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

8. 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 alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. Limitation

An employee or group of employees 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 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.
2. a. In the event of a grievance being filed by a teacher against an SDA member, the Board of Education shall provide, when necessary, legal assistance to the supervisors and directors when they are performing functions in accordance with their job descriptions or whatever other assignments might be directed by the administration.
- b. In the event that a grievance is filed by a teacher against an SDA member, said member and an SDA member representative of his choosing shall have the right to attend any appearances pertaining to it.

## ARTICLE V

### RIGHTS OF THE PARTIES

- A. The Board agrees to furnish to the SDA, in response to reasonable request, all available public information concerning the educational program of the district in accordance with Negotiation Procedure, Article II. , Paragraph B.
- B. Whenever any representative of the SDA or any person is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meeting, he shall suffer no loss in pay.
- C. Official SDA business may be transacted on school property except during regular school hours, provided that this time shall not interfere with or interrupt normal school operations and with prior approval of the Principal of the school or Superintendent. Duty-free lunch time may be used to transact official SDA business.
- D. The SDA shall have the right to use school equipment, including typewriters, computers and duplicating equipment, calculating machines, fax machines and all types of audio-visual equipment to reasonable times, provided such equipment is not in use, with prior approval of the Principal of the school. The SDA shall supply personnel and all materials and pay for repair or replacement of such equipment incident to such use. Except for activities listed in its annual calendar supplied to the Superintendent, the SDA shall apply for use of building facilities in the same manner as other community organizations, without charge to the SDA.
- E. The Board agrees to furnish to the SDA two (2) copies of the following:
  - 1. Minutes of all public Board meetings.
  - 2. NBTEA - Board of Education Contract
  - 3. NBTAEA - Board of Education Contract
- F. The Board agrees to provide access to all policies, copies of which shall be housed in the High School Central Office.
- G. The SDA shall have the right to reasonable use of the interschool mail facilities and school mailboxes, with the understanding that the Board has no responsibility or liability for delivery or misdelivery of any materials.
- H. The rights and privileges granted to the SDA by this Agreement as exclusive representative of the Supervisors and Directors are not intended by the parties to be granted to any other organization representing any Supervisor or Director in the unit in connection with terms and conditions of employment.

- I. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to select and direct employees of the School District; to hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for such goods and services as may be permitted by law; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation. In exercising the foregoing rights, the Board shall not violate any other provision of the Agreement.

## ARTICLE VI

### SUPERVISORS AND DIRECTORS RIGHTS

- A. In accordance with N.J.S. 34:13A-1, et. seq., and other applicable laws, it is hereby agreed that every Supervisor and Director shall have the right freely to organize, join, or refuse to join and support the SDA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under order of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Supervisor or Director in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Supervisor or Director with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the SDA and its affiliates, his participation in any lawful activities of the SDA and its affiliates, collective negotiation 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. Whenever any Supervisor or Director is required to appear at a formal hearing before the Superintendent or his designee, the Board or its agent, he shall be entitled to have representatives of the SDA present to advise and represent him during the hearing. Except for emergency situations, the Supervisor or Director shall be given prior written notice of the reason for such hearing.
- C. Any criticism by an administrator or Board member of a Supervisor or Director in the execution of his/her professional duties shall be made in confidence and not in the presence of teachers, students, parents, or at public gatherings. Any criticism by the SDA or an SDA member of the Board of Education or any member of the administration or of other teachers shall be made in confidence and not in the presence of students, parents, or at public gatherings.
- D. In matters concerning the non-renewal of individual teacher contracts, the SDA member recommending non-renewal shall, along with the School Principal, be invited to attend any meetings pertaining to it.

**ARTICLE VII**

**TEACHING LOAD**

- A.
1. Directors shall not be required to teach any classes, except in case of emergency.
  2. The Board shall make every effort to keep the supervisor's teaching load to a maximum of two classes, except in the case of emergency.
  3. The Board of Education shall determine the school calendar after consultation with the SDA through the Principal.

## ARTICLE VIII

### SUPERVISORS AND DIRECTOR EMPLOYMENT

- A. In addition to those rights, benefits, and responsibilities contained elsewhere in the Agreement, the Directors shall be entitled to the following:
1. Thirteen (13) days sick leave; unused days of sick leave shall be accumulated by the Director to be used for additional sick leave as needed in subsequent years. When a Director is absent one-half day, he/she shall be assessed one-half of a sick leave day. Each Director shall be given a written accounting of accumulated sick leave days no later than September 30th of each year.
  2. Twenty-two (22) days vacation per year; if a Director is required to forego any part of his/her contracted vacation period by order or request of the Board of Education and/or the Superintendent of Schools, the portion lost will be applied to the vacation period of the next school year.
  3. 100% payment of Group Income Protection Plan - The salary of the employee will be continued at 60% during the 90 day waiting period, after depletion of accumulated sick days. A Director uninsurable under this plan will be given credit toward another plan in an amount not to exceed the cost of enrollment in the group plan. This provision applies to all administrators employed, with the exception of others who may fail the physical, but will receive benefits equal to other directors, with the added costs involved to be borne by the director.
  4. At the start of the 25th year of employment in North Brunswick Township, the director will receive three (3) additional vacation days per year.
  5. A member who dies before his contract period is completed shall have payment for the proportionate vacation days due him/her, given to his/her estate.
  6. A member who resigns or retires during the contract year shall receive proportionate cash payment for the vacation days due him/her.
  7. Any money due a director during his/her vacation shall be given to him/her in advance of the vacation, provided the Business Office has been notified of his/her vacation prior to June 1st.

8. Be scheduled as follows:

a. Directors will not be scheduled for the Christmas holiday period. All directors shall be on duty during the Easter vacation. Coverage at the secondary schools during Christmas will be done by the administrators.

b. This schedule will in no way limit the Superintendent from calling in any director as needs or emergencies arise and he deems their presence in school offices to be necessary. Directors planning vacation periods at Easter shall include such request in their original vacation schedule.

c. On days when schools are not in session due to inclement weather, school offices will be considered closed. Time spent at school on such days will be the prerogative of each director in line with their assigned responsibility.

d. Directors will observe the holiday schedule of all other 12 month employees except as noted in A above.

e. Directors shall have a duty free lunch period equivalent to that of the teachers. Minimum work day will be from 8:00 a.m. to 4:00 p.m. ( 7:45 a.m. - 3:45 p.m. for High School) during the school year. In the summer, hours will be from 8:30 a.m. to 3:30 p.m.. Any change in hours will be mutually agreed upon with the Superintendent.

f. Directors may leave the building during their duty free lunch period upon notification to the Principal's Office.

B. In addition to those rights, benefits, and responsibilities contained elsewhere in the Agreement, the Supervisors shall:

1. Be employed on an extended ten month (September through June) year. Supervisors will follow the teachers' work year plus the first several days of September proceeding the start of school, the last several days of June after the conclusion of school and the Spring recess (subject only to specific needs).
2. Report at least fifteen(15) minutes before the start of the school day and remain until at least 3:15 p.m. at the end of the school day.
3. Be covered by the income protection plan referred to in A-3 above.

C. In addition to those rights, benefits, and responsibilities contained elsewhere in the Agreement, the Supervisors and Directors shall:

1. Be reimbursed for the use of their personal car at the rate established in the district.

2. Serve bus duty only in cases of emergency.
3. Serve cafeteria duty only in cases of emergency.
4. Be evaluated as follows:
  - a. A written evaluation and conference by the school Principal will be given not later than December 15th of each school year.
  - b. Not later than April 15th of each school year, a second written evaluation will be discussed in terms of the present and prior evaluation. For all evaluations, supervisors and directors have the right to submit a written addendum.
  - c. The Association member shall be given a copy of an evaluation report prepared by his evaluator at least one day before any conference to discuss the evaluation report.
  - d. In the event that the Supervisor or Director evaluated feels it desirable to bring to the Superintendent of Schools factors of disagreement or additional information in the evaluation, he may request a meeting with the Superintendent. In the event of such a request, the meeting shall be held within two (2) weeks of the date of such request. This procedure will not be used as an informal grievance procedure.
  - e. Non-tenured Supervisors and Directors will have their third evaluation not later than April 15 of each school year. Number of evaluations stated in this section are to be considered minimum.
  - f. Any complaint regarding a member of this Association made to any member of the Board or to any member of the central administration by any parent, student, teacher, or other person and which is used in the evaluation of that member shall be:
    1. Referred, in writing, to that Association member.
    2. Then promptly investigated.
5. Be entitled to the following procedures if any or all of the total salary increase is withheld:
  - a. More evaluations than the two (2) required in their contract be a matter of record.

b. When any deficiency or problem of job performance is of such a nature to be consideration for a recommendation of withholding increases, the Superintendent shall:

1. Inform the S/D in writing.
2. Meet and consult the S/D and give advice, and help correct the problem.
3. Notify the S/D prior to making such recommendations to the Board.
4. The S/D shall be given ten (10) days to exercise an option of writing to the Board or appearing before the Board prior to the Board's action concerning the Superintendent's recommendation. The Board's decision shall be rendered in written form to the S/D involved immediately after it is made.
5. The intent of all actions in this matter shall be to improve job performance and not be constituted as punishment or of a personal nature.

c. Any S/D having part or all of his salary increase withheld, shall have the opportunity to better his performance and shall, for the year following the year in which the amount was withheld, be eligible for the full salary increase scheduled for that year.

6. Be part of the interviewing process of personnel in their departments.
7. Be granted tenure by the North Brunswick Township Board of Education upon completion of the statutory requirements.
8. Be required to sign in and out of their buildings.
9. Upon retirement to a State retirement system, on a pay status, (excluding deferred retirement), Supervisors and Directors with ten (10) or more years of service in the North Brunswick Township School District, will receive payment for each accumulated sick day upon date of retirement at a rate of \$65 for 1995-96, \$70 for 1996-97 and \$75 for 1997-98. Upon resignation in good standing, Supervisors and Directors with fifteen (15) or more years of service in the District will receive payment for each accumulated sick day upon date of resignation at a rate of \$15.00 per accumulated sick day.
10. Upon the death of a currently employed Supervisor/Director have unused sick leave reimbursement (as defined for retirees) paid to the estate of the deceased.

11. **TEMPORARY LEAVE OF ABSENCE** - This article shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system.

a. **DEATH IN THE IMMEDIATE FAMILY** - (An allowance of up to five (5) working days or seven (7) consecutive calendar days shall be granted): This allowance is not cumulative. Immediate family shall include: husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond the five (5) days may be applied against any unused personal leave from the three (3) days of personal leave allowed under Paragraph "B" below.

b. **OTHER EMERGENCIES OF PERSONAL NATURE** - (An allowance of up to a total of three (3) days leave during a school year, with prior approval by the Superintendent of Schools, shall be granted for the following reasons):

1. Serious illness in the immediate family
2. Death of relative of the second degree (Definition: uncle, aunt, niece, nephew, cousin, or relative by marriage)
3. Observance of a religious holiday
4. Court subpoena
5. Moving
6. Marriage of employee
7. House closing
8. Graduation of son, daughter, or spouse from college
9. To receive a degree
10. Death of a friend or relative outside the administrator's immediate family, as previously defined
11. Study for and/or participation in comprehensive examinations for further degree
12. Emergency repair of items directly affecting health and safety of the family
13. Medical appointment/Legal appointment
14. Two (2) days each year will be granted, with prior approval of the Superintendent, within the reasons listed; and one (1) day each year will be granted, with prior approval, without the need to specify the reason for the personal request
15. Any other emergency or urgent reason not included in b.1 to b.13 above, if approved by the Superintendent of Schools or the Board of Education

Requests for personal leave should be submitted at least two (2) full working days in advance of the date of personal leave. The Superintendent of Schools will have the right to waive this time requirement in case of emergency.

- c. Requests for personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency.
- d. Any unused personal leave days provided by Paragraph b. above shall be accumulated as sick days in the succeeding school year.

## 12. EXTENDED LEAVES OF ABSENCE

- a. The Board of Education shall consider the request of a tenure Supervisor/Director who applies for a leave of absence without pay for two (2) years to teach in an accredited college or university without loss of tenure.
- b. A leave of absence without pay for one (1) year may be granted to a tenured Supervisor/Director for the purpose of caring for a sick member of the immediate family, as defined in Article VI.A. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.
- c. Other leaves of absence without pay may be granted at the sole discretion of the Board.
- d. Upon return from leave granted pursuant to Section A. only of this Article, a Supervisor/Director shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent; provided, however, that the time spent on said leave shall not count toward the fulfillment of the time required for tenure.
- e. All benefits accumulated in North Brunswick Township, excluding salary to which a Supervisor/Director was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return from the granted leave of absence.
- f. All medical and hospital and insurance benefits shall be continued at Board expense at the group rate while a Supervisor/Director is on leave granted pursuant to Section A., above, only.
- g. All extensions or renewals of leaves shall be applied for in writing, and the reply shall be in writing.
- h. MATERNITY LEAVE - Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

1. All initial applications for, and application for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.
2. Any Supervisor/Director intending to apply for maternity leave shall advise the Superintendent of the fact of her pregnancy and of her prospective plans for taking maternity leave and of her best estimate of when the maternity leave will commence and terminate. The Supervisor/Director shall request maternity leave of the Superintendent of Schools in writing at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the Supervisor/Director wishes her leave to commence and to terminate.
3. The commencement date of the maternity leave shall be determined by taking into account the needs of the district and the physical ability of the Supervisor/Director to continue her assignment.
4. The Board may require a Supervisor/Director, during her pregnancy, to produce a certificate from her physician stating that she may continue working effectively at the duty to which a Supervisor/Director has been assigned. Except for good reason, the Board shall not require the Supervisor/Director to produce such a certificate (update) more than once every thirty (30) calendar days.
5. In the event of any question as to the condition of the pregnant Supervisor/Director, a conference shall be arranged between the Board's physician and the attending physician.
6. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant Supervisor/Director from her duties if it should determine that her performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.
7. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of a Supervisor/Director under tenure or who has received a tenure-year contract for an additional academic school year for such Supervisor/Director. A Supervisor/Director on maternity leave shall notify the Board in writing of her intention to return to the district by April 1st of the school year preceding the school year in which she wishes to return to the district, or ninety (90) days prior to said intended return date, whichever is sooner. Failure to provide such written notification shall be deemed a resignation as a Supervisor/Director in the district.

8. When a Supervisor/Director who has been granted a maternity leave returns to the system, such Supervisor/Director may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such Supervisor/Director.

9. The Board may set reasonable conditions for the granting of the maternity leave, including the requirement that the Supervisor/Director receiving such leave not accept full-time employment, or undertake any employment or full-time graduate study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

10. Except as provided in Paragraph 7 above, nothing herein is intended to create any right, with respect to non-tenured Supervisors/Directors, to maternity leave except as such non-tenured Supervisors/Directors may have under requirements of law. A maternity leave granted to any non-tenured Supervisor/Director shall not extend beyond the end of the academic school year in which the leave is granted unless the Board, at its sole discretion, grants an extension of such leave.

11. Any Supervisor/Director who has applied for and received maternity leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.

12. All maternity leaves of absence shall be without benefit of experience increment credit.

13. Meal reimbursements for attending evening meetings shall be at the rate established for the District.

14. In addition to those rights, benefits and responsibilities contained elsewhere in this Agreement, Supervisors and Directors shall be covered to the extent appropriate by the provisions of Article 15 of Board of Education/NBTEA Contract, attached hereto and made a part hereof as follows:

- E. Voluntary Transfers and Reassignments
- F. Teacher Evaluation
- G. Re-employment Criteria Committee
- I. Sick Leave
- L. Professional Development and Education Improvements
- M. Promotions
- N. Curriculum Development

15. Paternity leave shall be made available on the same basis and subject to the same conditions as herein provided by Article VIII, C.12.h.

**ARTICLE IX.**

**SALARIES**

- A. The basic salaries of all Supervisors and Directors are set forth in Appendix I, which is attached hereto and made a part hereof.
- B. Supervisors and Directors may individually elect to have ten percent (10%) or twenty percent (20%) of their monthly salary deducted from their pay. These funds shall be paid to them with interest on the final payday in June.
- C. Supervisors and Directors shall be paid on the fifteenth (15th) and thirtieth (30th) day of each month. When a payday falls during a school holiday, vacation or weekend, Supervisors and Directors shall receive their paychecks on the last previous working day.
- D. Anyone wishing to have payroll deductions for Savings Bonds must contact the Business Office.
- E. All Supervisors and Directors who have completed five (5) years through fourteen (14) years of service with the district will receive \$250.00 service bonus which will remain outside the salary guide. Such bonus will be in addition to the contract salary as scheduled above.
- F. All Supervisors and Directors who have completed fifteen (15) years through twenty-four (24) years of service with the district will receive \$450.00 service bonus, in addition to the amount on the above guide, as their contractual salary.
- G. All Supervisors and Directors who have completed twenty-five (25) years or more years of service with the district will receive \$550.00 service bonus, in addition to the amount on the salary guide, as their contractual salary.
- H. Any additional increase in longevity given to teachers in their contracts shall also be given to the Supervisors and Directors.

**ARTICLE X.**

**MISCELLANEOUS**

**A. Separability:**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 full force and effect.

**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.** This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the terms 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.

**D. Notice:**

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

1. If by the SDA, to the Board at:

Maple Meade School  
Old Georges Road  
Post Office Box 6016  
North Brunswick, New Jersey 08902

2. If by the Board, to the SDA at:

Raider Road & Route 130  
North Brunswick, New Jersey 08902

**E. SDA Payroll Dues Deduction:**

1. a. The Board agrees to deduct from the salaries of Supervisors and Directors such dues for the Supervisors and Directors of North Brunswick Township, the New Jersey Principals and Supervisors Association, the National Principals and Supervisors Association, the New Jersey Association of Secondary School Principals and the National Association of Secondary School Principals, as said Supervisors and Directors individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 223 N.J. Public Laws of 1969 ( N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the SDA by the 15th of each month following the monthly pay period in which the deductions were made.
  - b. 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.
2. The Board will reimburse the SDA members one hundred seventy-five dollars (\$175.00) for annual dues in educational organizations that are job oriented. Such payments shall be made directly to the unit member, upon his/her filing of receipted proof of such organization membership.

F. Requests by the SDA members to attend conferences and other professional meetings shall remain subject to current Board policies and practices. In furtherance of this provision, the Board shall budget a minimum of \$3,000.00 per school year to be utilized, subject to the approval of the Superintendent.

G. Unless the clear language of this Agreement provides otherwise, nothing contained herein shall be interpreted so as to diminish or reduce or detract from any established Supervisor or Director benefit existing prior to the effective date of this Agreement.

ARTICLE XI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998.
  
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SUPERVISORS AND DIRECTORS  
ASSOCIATION OF NORTH

NORTH BRUNSWICK TOWNSHIP  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

