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12-04

AGREEMENT

BETWEEN

East Brunswick
BOARD OF EDUCATION
EAST BRUNSWICK, NEW JERSEY

and

ADMINISTRATORS ASSOCIATION

FOR THE SCHOOL YEARS 1980-1981
X 1981-1982

LIBRARY
Institute of Management and
Labor Relations

SEP 01 1981

RUTGERS UNIVERSITY

PREAMBLE

This agreement is entered into this 30th day of January, 1980 by and between the Board of Education of East Brunswick Township, New Jersey, hereinafter called the "Board" and the East Brunswick Administrators Association, hereinafter called the "Administrators Association".

ARTICLE I

RECOGNITION

- A. In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive representative for collective negotiations for Administrative Personnel in the school district employed within the following titles:
1. Assistant Principals
 2. Elementary School Principals
 3. Junior High School Principals
 4. Senior High School Principals
 5. Supervisors
 6. Coordinators; Director
- B. The Administrators Association represents a negotiating unit whose membership has similar interests and responsibilities. The words "employee" or "administrator" as appearing in this contract designates the personnel employed in the above positions.

ARTICLE II

PROCEDURE

A. Meetings:

1. Proposals instituted by the Administrators Association for negotiations will be submitted in writing to the Superintendent of Schools, or his designee, no later than the date specified by law of each school year. The request shall contain insofar as possible a listing of all requests to be involved in negotiations.
2. The Board, upon written request, shall convene a meeting for the purpose of conducting negotiations by the date specified by law, for the commencement of negotiations.
3. At the end of each negotiating session, the parties shall identify all items tentatively agreed upon at that session. This information shall be put in writing and initialed by the parties at the start of the next negotiating session. Copies shall be prepared for each party and these shall represent the official progress made toward a complete contract.

B. When the Board and the Administrators Association reach agreement, it will be reduced to writing, ratified and signed by the parties.

C. Mediation:

1. If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission.
2. Although it is recognized by all parties concerned that fact-finding must be merely advisory, both the neutral and the disputants are expected to treat the process with the gravity deserved by the terminal step.
3. Every effort will be made to have mediation, and fact-finding conducted after normal school hours. However, if it is necessary that such takes place during normal school hours requiring the release of Administrators Association officers or committee members, the Board will release only four (4) persons designated by the Administrators Association; such designees to suffer no loss in pay.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition:

A "grievance" shall mean a complaint by an employee (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of the agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (b) the Board of Education is without authority to act. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

- B. Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. An employee shall have the right to present his/her own grievance appeal and to have a representative of the Association appear with him/her following the informal grievance level of appeal.

The Administrators Association shall have the right to be present following the informal grievance level of appeal.

C. Procedure:

1. Any employee who has a grievance shall discuss it first with his immediate supervisor within ten (10) work days of occurrence of such grievance in an attempt to resolve the matter informally. A work day shall be determined by the work calendar for twelve (12) month employees. However, if the immediate supervisor is a member of the bargaining unit, the immediate supervisor shall have no authority to render any decision or determination with respect to the grievance other than a review of any mechanical computations involved in the allegation, and a determination as to the validity of such objective calculations. The immediate supervisor shall have ten (10) working days after submission of the grievance in order to respond to the grievant. In the event the grievance as submitted is beyond the authority of the immediate supervisor to resolve, an appropriate response will be a direction to raise the grievance to the next level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) work days, the grievance shall be set forth in writing to the immediate supervisor specifying:

ARTICLE III (continued)

- (a) nature of grievance,
- (b) the results of previous discussions,
- (c) his/her dissatisfaction with decisions previously rendered,
- (d) relief requested by the grievant.

The immediate supervisor shall communicate the decision in writing to the employee within ten (10) working days of receipt of the written grievance.

3. If dissatisfied, the employee may appeal the supervisors' decision to the Superintendent of Schools within ten (10) working days. The appeal to the Superintendent must be made in writing specifying:

- (a) nature of the grievance,
- (b) the results of previous discussions
- (c) his/her dissatisfaction with decisions previously rendered,
- (d) relief requested by the grievant

The Superintendent shall meet with the concerned parties in an attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent shall communicate the decision ~~in writing~~ to the employee and the supervisor involved.

~~X~~

4. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education within ten (10) work days. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) work days. If the employee is dissatisfied with the decision of the Board of Education, the Administrators Association may request the appointment of an arbitrator from the American Arbitration Association. Such request shall be made known to the Superintendent no later than ten (10) work days after the decision of the Board of Education was made known to the employee and/or the Administrators Association.

- D. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any applicable policy of the Board of Education.
- E. The costs of the arbitrator shall be borne equally by the Association and the Board.
- F. The recommendations of the Arbitrator shall be binding on grievances processed as a violation, misinterpretation or inequitable application of the provisions of this Agreement per III.A.1 and shall be advisory for all grievances processed per III.A.2.

ARTICLE IV

ADMINISTRATORS' SALARY AND BENEFITS (See attached schedule for salary guides)

A. Work Year

The work year for administrators shall be governed by the twelve (12) month work calendar adopted by the Board. A flexible work schedule shall be in effect during the Christmas and Easter vacation periods effective 7-1-76.

B. Insurance Benefits

All insurance coverages provided by the Board for teachers and other professional personnel will be provided for all personnel included in this agreement.

C. Vacations

1. All certified personnel on a twelve (12) month contract will have their vacation days credited two per month at the end of each month until their twenty-two (22) days per year is reached. All personnel shall utilize their earned vacation not later than December 31 of the following contract year. Accrued vacation days prior to 7-1-76, shall not be effected by this clause. No employee shall take vacation days one week prior to opening of the school year.
2. One additional day shall be added for each five years of service in the system.
3. Personnel shall be paid for all vacation days accrued at time of termination of employment or retirement.

D. Sabbatical Leaves

1. All personnel included in this agreement shall be entitled to apply for a sabbatical leave.
2. Applicants must state reasons in writing for requesting sabbatical leave. Priority will be given as follows:
 - (a) Advanced study
 - (b) Travel
 - (c) Other reasons for requesting sabbatical may be submitted for consideration.
3. Application for sabbatical leave shall be forwarded to the Superintendent's office on or before March 1st. The Superintendent will submit the recommendation for approval to the Board of Education for its April meeting. Notice of approval shall be made in writing prior to May 1st. For extenuating circumstances these deadlines may be extended by mutual agreement of the parties.

ARTICLE IV (continued)

4. Personnel are eligible to be granted a sabbatical leave after they have completed seven (7) years service in the East Brunswick Township Schools.
5. It is understood that no change can be made in reason for requesting sabbatical leave once the application has been submitted.
6. Verification of admission to a Board approved college or university shall be submitted in the case of advanced study. A proposed travel itinerary showing places and dates shall be submitted upon request for travel. The Board may request such other verifications as it deems necessary to assure the designated use of leave to be approved.
7. Seniority as a criterion will be used in the selection process only in instances where there is a tie as determined by the Superintendent of Schools.
8. Upon application, no more than two of the personnel included in this unit shall be granted sabbatical leave during any school year, provided said personnel have met the established criteria.
9. A sabbatical leave shall be for a maximum of one (1) year at 75% of salary.
10. Personnel returning from sabbatical leave shall be placed on the salary schedule they would have achieved had they not been on sabbatical leave, and shall receive pension coverage and medical coverage while on leave.
11. The Board of Education reserves the right to determine whether or not to grant any applicant a sabbatical, based upon their assessment of the value of the proposed leave to the District.

E. Annual Summary Report

All employees shall receive by June 30 of the school year, an annual statement of accrued vacation days (Bank), vacation days and sick days.

ARTICLE V

PROFESSIONAL DEVELOPMENT

- A. All Administrators shall be eligible to receive reimbursement of tuition, fees, and books for courses taken in a college or university (in areas related to the field of education) pursuant to the following:
1. Courses to be taken and institutions to be attended must be approved by the Superintendent of schools or his designee in advance.
 2. Each administrator, upon submission of an invoice, a college bill (or copy), the textbooks required for the course (verified by the instructors), and a transcript indicating satisfactory completion of graduate level studies, will be reimbursed.
 3. Failure to achieve a passing grade shall negate reimbursement.
 4. The cost of courses not completed or which will be completed after resignation from the school system shall be borne by the individual.
 5. The total cost of the above provisions to the Board shall not exceed \$4,000. per annum.
- B. The Board shall continue to encourage the growth of professional development for all administrators through attendance at professional workshops, conferences and conventions subject to the following provisions:
1. Attendance at professional workshops, conferences and conventions must be approved by the Superintendent or his designee in advance.
 2. The Board will bear the full cost of professional workshops, conferences and conventions attended within a 300 mile radius. Said cost shall include tuition, travel and room and board.
 3. The cost of professional workshops, conferences, and conventions attended beyond the 300 mile radius shall be borne by the Board and the employee. The Board shall bear the cost of registration up to \$300., 80% travel and \$50. per day for room and board. The employee shall be responsible for all other costs.

ARTICLE VI

SICK LEAVE

The present procedure and policy concerning sick leave shall continue and shall include twelve (12) days of sick leave, cumulative, for employees working a twelve (12) month calendar

ARTICLE VII

TEMPORARY LEAVE OF ABSENCE

- A. In the event of death in the immediate family an allowance of up to five (5) school days leave shall be granted. Immediate family may be considered father, mother, father-in-law, mother-in-law, spouse, child, brother, sister or any relative or friend domiciled with the employee.
- B. In the event of serious illness in the immediate family an allowance of up to three (3) school days leave per annum shall be granted. Immediate family is defined the same as "A" above.
- C. In the event of a death of any other relative or close friend, an allowance of one (1) school day leave shall be granted if such is necessary.
- D. In addition to those days of personal leave granted in paragraphs A, B and C above, an allowance of up to three (3) school days leave, one of which require prior approval by the Superintendent, or his designee, may be granted for pressing reason acceptable to the Superintendent or his designee. In the event of an emergency, such that prior approval cannot be requested, the request for approval shall be made the first day of the employee's return.
- E. In the event an administrator serves on jury duty such administrator will have deducted from his salary the amount of money which will have been paid to him for his service.
- F. Days may be granted by the Superintendent or his designee to an administrator for professional purposes.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin or sex.
- B. A notice of vacancy in an administrative position shall be posted in each building and a copy shall be sent to the Association fifteen (15) work days before the final date for filing. The notice of vacancy shall set forth the position, qualifications, its duties and the range of compensation. Any qualified administrator in the District applying for an administrative position will be granted an interview by the person(s) making the recommendation.
- C. Both the Board and the Association, by mutual agreement, hereby agree to follow procedures outlined in this Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

ARTICLE VIII (continued)

- D. 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.
- E. For all personnel for whom the Board authorizes payment, the reimbursement for use of privately owned automobiles shall be per mile.
- F. The Board agrees to deduct from the salaries of administrators, dues for the Association. Said deduction will be in compliance with NJSA 52:14-15.9 e. 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 pay period in which deductions were made. The Association shall indemnify and hold harmless the Board from any and all claims resulting from such deductions.
- G. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. The non-renewal of a non-tenured administrator shall not be deemed to be a discipline, reprimand, reduction in rank or compensation.

ARTICLE IX

PERSONNEL FILES

- A. All employees' personnel files shall be maintained under the following circumstances:
 - 1. No material of a derogatory nature shall be placed in files unless the employee has had an opportunity to read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the material. Such signature does not necessarily indicate agreement with the content.
 - 2. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy following the receipt of the material. Failure of the employee to file a response for attachment to the file copy within fifteen (15) work days following receipt of material shall result in forfeiture of the employee's right to so respond.
 - 3. Upon written request the employee shall be given access to his file without undue delay, minus confidential credentials related to personal references.

ARTICLE IX (continued)

4. If the employee has instituted grievance or other judicial proceedings, he shall be granted the right to reproduce any material in his file not considered to be privileged, such as confidential credentials related to personal references normally sought at the time of employment.

ARTICLE X

EMPLOYEE EVALUATION

A. Procedure

1. Written evaluations shall be conducted at least once annually.
2. Summary evaluation, given to the administrator on or before June 1st of each and every school year, shall include a compilation of all previous evaluations during the course of the year (period of year being defined as July 1 - June 30).

B. Processes

1. Written evaluations pursuant to A.1 and A.2 shall be conducted openly and with full knowledge of the administrator being involved.
2. All evaluations shall be submitted to the administrator within a period of two weeks after completion of said evaluation, for administrator review and signature, with said signature indicating that the administrator has received a copy of same, and said signature does not necessarily mean agreement with content. The employee shall have the right to affix any comments and other supporting data to the evaluation form within twenty (20) school days of receipt of same, or date of conference re-evaluation, whichever is later.
3. If requested by the administrator, a conference shall be held with the evaluator preparing the written evaluation report to review the content therein, and the rationale for same.
4. No employee shall have an evaluation submitted to the central office or placed in his/her file without knowledge, nor shall any employee be required to sign a blank or incomplete form.
5. Final evaluation of an administrator shall be concluded upon termination of said administrator's employment. No evaluation documents shall be placed in said administrator's file after termination of employment.

ARTICLE X (continued)

C. Evaluators

Written evaluations shall be executed by one of the following:

Assistant Superintendent for Personnel, the Assistant Superintendent for Educational and Administrative Services, the Administrative Assistant for Instructional Services, and the Superintendent of Schools. It is understood that information into written evaluations may be provided by any of the above personnel or their subordinates. Further, it is understood that the evaluation of Assistant Principals will be executed by the Principal of their respective building.

ARTICLE XI

BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of East Brunswick, New Jersey, hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State of New Jersey and of the United States. The exercise of these rights shall be subject to the condition of the contract between the parties.
- B. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey or any other national, state, county or district or local laws or regulations as they pertain to education.

ARTICLE XII

FULLY BARGAINED AGREEMENT

- A. For the duration of this agreement, the parties hereby waive any obligation to require negotiation with respect to any matters not covered herein.

SALARY RANGE GUIDE FOR 1980-81; 1981-82

1. For 1980-81 and 1981-82, the following shall be the minimum and maximum salary ranges:

	<u>1980-81</u>		<u>1981-82</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
A. High School Principal	\$25,000.	\$36,000.	\$25,000.	\$39,000.
B. Junior High School Principal	24,000.	35,000. X	24,000.	38,000.
C. Elementary Principal, Supervisors, Asst. Principals	23,000.	33,400.	23,000.	<u>35,000.</u>
D. Coordinators; Director	19,000.	32,400.	19,000.	33,200.

2. No employee shall, for the two year period, (1980-81; 1981-82) exceed the stated maximum for his/her position within the guide.
3. The Board, upon recommendation of the Superintendent, reserves the right to withhold a salary increase and no administrator will be disciplined, reprimanded, reduced in rank or compensation or have his increment withheld without just cause.
4. All incumbents shall receive an 8% increase for the 1980-81 year based on their 1979-80 salary rate. Incumbents receiving the same salary for 1978-79 and 1979-80 or those receiving less than the full percentage for 1979-80 shall receive a 9% increase for the 1980-81 year.
5. All incumbents shall receive an 8% increase for the 1981-82 year based on their 1980-81 salary rate.
6. The annual increment for purposes of statutory compliance shall equal \$100.00.
7. Contracts shall be issued, when possible, no later than the first official board meeting in April.

ARTICLE XIII

DURATION

This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982 or until a successor agreement has been properly negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents in the day and year first above written.

EAST BRUNSWICK ADMINISTRATORS ASSOCIATION

BY Michael LaRaus
Michael LaRaus President

EAST BRUNSWICK BOARD OF EDUCATION

BY Priscilla Bohrer
Priscilla Bohrer President

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made this twelfth day of November 1980, by and between the East Brunswick Board of Education and the East Brunswick Administrators Association.

1. Unused Sick Leave:

a. Eligibility:

Service within the district of fifteen years, such that is sufficient for vesting and retirement with the approval of the Board.

b. Payment:

\$15.00/per day for certificated personnel. In each case over a threshold of fifty days accumulated is necessary in order to be compensated for any days over the fifty.

2. Catastrophic Illness:

Any employee who is granted extended sick leave without pay will also have the right to continued health insurance coverage at no cost, for a period of leave not to exceed three months.

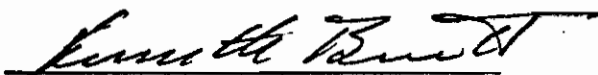
3. Auto Mileage:

Reimbursement for mileage will be .19¢/per mile.

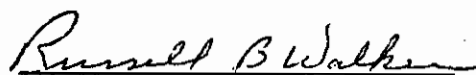
4. Prescription Drugs:

Effective February 1st, 1982, the Board shall provide prescription drug insurance plan with a \$2.50 deductible per prescription.

Please be advised that the above items shall be incorporated into the agreement between the Board of Education and the East Brunswick Administrators Association.



Dr. Kenneth Burnett,
President, EBAA



Russell B. Walker,
President,
East Brunswick Board of Ed.