

AGREEMENT

between  
South Brunswick Township  
THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

and

SOUTH BRUNSWICK SCHOOL  
ADMINISTRATOR'S ASSOCIATION

July, 1979 - June, 1982

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P R E A M B L E

1. This agreement is entered into this 1st day of July, 1979, by and between  
 2. the Board of Education of the Township of South Brunswick, New Jersey,  
 3. hereinafter called the "Board" and the South Brunswick Administrator's  
 4. Association, South Brunswick Township, New Jersey hereinafter called the  
 5. "Association".

ARTICLE I: RECOGNITION

1. A. UNIT MEMBERSHIP

2. In accordance with Chapter 123, Public Laws of 1974, the Board hereby  
 3. recognizes the South Brunswick School Administrator's Association as the  
 4. exclusive and sole representative for the collective negotiation concern-  
 5. ing terms and conditions of employment for all Principals, Assistant Prin-  
 6. cipals, the Director of Instructional Development, the Director of Special  
 7. Services and any Administrative Assistants employed by the Board. Incum-  
 8. bents in already existing or newly created titles may be represented by  
 9. the Board. Incumbents in already existing or newly created titles may be  
 10. represented by the Association in accordance with the membership provisions  
 11. of the Association's by-laws and the appropriate laws of the State of New  
 12. Jersey.

13. 1) Existing Titles

14. Any such Incumbent in a newly represented title shall be included in the  
 15. provisions of this contract at the beginning of the next fiscal year and  
 16. only after the Board is officially notified of such change.

17. 2) Newly Created Titles

18. Any Incumbents, unless designated as an exempt employee, in titles created  
 19. after this contract becomes effective and prior to December 31, shall be  
 20. included in the provisions of this contract on January 1 of that school year.

21. B. DEFINITION

22. Unless otherwise indicated, the term "administrator" when used herein-
23. after in this agreement, shall refer to all professional employees rep-
24. resented by the Association in the negotiating unit as above defined, and
25. references to male administrators shall include female administrators.

ARTICLE 11: NEGOTIATION PROCEDURES1. A. DEADLINE DATES

2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a  
3. good faith effort to reach agreement on the terms and conditions of  
4. administrator's employment. The President of the Board and/or his/her  
5. designee and the President of the Association shall determine the time,  
6. date, and place of the first negotiations meeting according to the reg-  
7. ulations of PERC. Negotiations shall begin no later than 120 days be-  
8. fore the submission of the annual school budget to the public.  
9.

10. B. NEGOTIATING TEAM AUTHORITY

11. Neither party in any negotiations shall have any control over the sel-  
12. ection of the negotiating representatives of the other party. The rep-  
13. resentatives of both parties shall be empowered to make proposals, con-  
14. sider proposals and make counter proposals in the course of negotiations  
15. within the predetermined limits prescribed by the respective parties.

16. C. CONSULTANTS

17. When mutually agreed upon, clerical assistance and consultants shall be  
18. contracted by both parties; in such case, the costs will be shared equal-  
19. ly by the Association and the Board.

20. D. CONDUCT OF MEETINGS

21. At the beginning of negotiations, the negotiators shall adopt a written  
22. set of procedures for conducting negotiations meetings.

23. E. EXCHANGE OF INFORMATION

24. The Association shall have access to all available information concern-  
25. ing the financial resources of the district

26. F. AGREEMENTS

27. As tentative agreements are reached, these shall be reduced to writing,  
28. dated and initialed by the spokesman for each group.

29. G. MODIFICATION

30. 1) Understanding of Parties

31. This agreement incorporates the entire understanding of the parties on  
32. all matters which were or could have been the subject of negotiation.  
33. Reopening of negotiations to consider any modification of this agreement  
34. shall be made only by mutual consent of both parties. Any such modifica-  
35. tion shall be effective only when agreed to in writing and duly executed  
36. by both parties.

37. H. IMPASSE

38. In the event that the Board and the Association have failed to reach  
39. agreement on all topics of negotiations, after genuine and sincere efforts  
40. to negotiation, either the Board, the Association, or the two jointly, may  
41. notify the Executive Director of the Public Employment Relations Commission  
42. in writing that an impasse exists, and shall request the assignment of a  
43. mediator, and follow the procedures and regulations as outlined in P.L. 123.

ARTICLE III: GRIEVANCE PROCEDURE1. A. DEFINITION

2. A grievance is a claim by an administrator or a representative of an  
3. administrator that an allegation of a specific provision of this con-  
4. tract has been violated, except that the term grievance shall not apply  
5. to any matter as to which (a) a method of review is prescribed by law  
6. or by any rule or regulation of the State Commissioner of Education,  
7. or (b) the Board and/or Administrative officers are without authority  
8. to act, or (c) a complaint of any employee represented by the Associa-  
9. tion in a non-tenure position which arises solely by reason of his be-  
10. ing not employed, re-employed, retained or continued in that position.  
11. As used in this definition, the term Administrator shall also mean a  
12. group of Administrators having the same grievance.

13. B. RIGHTS OF THE AGGRIEVED

14. 1) Any individual employee represented by the Association shall  
15. be ensured freedom from restraint, interference, coercion, discrimina-  
16. tion, or reprisal in presenting his appeal. He shall have the right to  
17. present his own appeal or to designate a representative of the Associa-  
18. tion, or other persons of his own choosing to appear with him at any  
19. step in the grievance procedure. Whenever he chooses to have other per-  
20. sons to appear with him, a representative of the Association will have  
21. the option of being present.

22. C. PROCEDURE

23. 1) An employee with a grievance shall first discuss it with his  
24. immediate supervisor within fifteen (15) work days from date party be-  
25. comes aware of grievance with the object of resolving the matter inform-  
26. ally, or the grievance shall be barred.

27.           2) If, as a result of the discussion, the matter is not resolved  
28. to the satisfaction of the employee within five (5) work days, he shall,  
29. within five (5) work days, set forth his complaint in writing to his  
30. immediate supervisor, which shall include the policy agreement for ad-  
31. ministrative decision which the grieving party claims has been violated  
32. as to him/her. The supervisor shall communicate his decision to the  
33. employee in writing within five (5) work days of receipt of the written  
34. complaint.

35.           3) The employee may appeal the supervisor's decision to the Super-  
36. intendent of Schools within a period of ten (10) work days. The appeal  
37. to the Superintendent must be made in writing and must set forth the  
38. grounds upon which the grievance is based. The Superintendent shall  
39. request a report on the grievance from the supervisor, shall confer  
40. with the employee or supervisor separately. He shall attempt to resolve  
41. the matter as quickly as possible, but within a period of ten (10) work  
42. days, the Superintendent shall communicate his decision in writing to  
43. the employee and the supervisor.

44.           4) If the grievance is not resolved to the employee's satisfaction  
45. within ten (10) work days, he may request a review by the Board. The re-  
46. quest shall be submitted in writing through the Superintendent, who shall  
47. attach all related correspondence and forward the request to the Board.  
48. In the event that the Board decides not to hold a hearing, the Board shall  
49. render a decision in writing within fifteen (15) calendar days of receipt  
50. of the request. In the event that a hearing is held, said hearing shall  
51. be scheduled within thirty (30) calendar days from the receipt of the re-  
52. quest and render a decision in writing within thirty (30) calendar days  
53. from the date when the hearing is complete.



54.           5) If the grievance is still not resolved to the satisfaction of  
55. the aggrieved party, and the Grievance Committee of the Association  
56. feels the grievance has merit, the grievance may be submitted to arbi-  
57. tration by a written notice to the Board within ten (10) work days fol-  
58. lowing receipt of the Board's decision.

59.           6) Within ten (10) work days after such written notice of submis-  
60. sion to arbitration, a request for a list of arbitrators may be made to  
61. the American Arbitration Association for the selection of an arbitrator.  
62. If the parties are unable to agree upon an arbitrator, they shall re-  
63. quest the American Arbitration Association to appoint an arbitrator.  
64. The arbitrator's decision shall be in writing and shall be limited to  
65. the issues submitted and shall consider nothing else. The arbitrator  
66. can add nothing to, nor subtract anything from, the Agreement between  
67. the parties. The arbitrator shall issue his decision not later than  
68. thirty (30) calendar days from the close of the hearings.

ARTICLE IV: LEAVES OF ABSENCE

1. A. SICK LEAVE

2. 1) Accumulative

3. All full time administrators shall be entitled to twelve (12) days  
4. sick per year. Unused days of sick leave shall be accumulated from  
5. year to year.

6. 2) Transfer of Sick Leave

7. Any administrator appointed, effective July 1, 1974 or thereafter,  
8. shall be entitled to transfer a maximum of twenty-five (25) accumula-  
9. ted sick leave days to South Brunswick.

10. B. TEMPORARY LEAVES OF ABSENCE

11. All full time administrators shall be entitled to the following leaves  
12. of absence with pay during each school year:

13. 1) Death in the Family

14. In the event of a death in the immediate family, an allowance up to  
15. three (3) days leave shall be granted. "Immediate family" shall be  
16. husband, wife, child, step-child, father, mother, brother, sister,  
17. father-in-law, mother-in-law or any member of the administrator's  
18. immediate household. Two additional days of leave may be granted upon  
19. the approval of the Superintendent for unusual or extenuating circum-  
20. stances.

21. 2) Funerals

22. An allowance of one (1) day shall be granted to attend the funeral of  
23. other relatives or a close friend of the administrator.

24.           3) Personal

25.   Absence of three (3) days per year may be granted to an administra-  
26.   tor without reduction in pay for personal business which cannot be  
27.   performed other than during hours of employment.

28.           4) Legal Proceedings

29.   Time necessary for appearances in any legal proceedings connected with  
30.   the school system or which involves a South Brunswick student which  
31.   the administrator is required or requested to attend shall be granted  
32.   without loss of pay. No salary deductions shall be made for absence  
33.   when subpoenaed to be a witness in court. Those regular employees  
34.   called for jury duty shall be paid at their regular rate less compensa-  
35.   ted fees for jury duty. (Board Policy

1. B. ADMINISTRATOR'S SALARIES, 1979-80, 1980-81 and 1981-82

2. Administrators shall be paid an annual salary for each of the  
3. three years of this agreement in accordance with the amounts in-  
4. dicated in the Salary Distribution Plan for 1979-80, 1980-81 and  
5. 1981-82.

6. C. EVALUATION

7. Each administrator shall be evaluated by the Superintendent or the  
8. administrator's immediate supervisor at least once during the con-  
9. tract year. The purpose of the evaluation shall be to provide a  
10. basis for the improvement of performance and professional growth.  
11. A written report of the evaluation shall be presented to the per-  
12. son evaluated. Any person who fails to correct deficiencies noted  
13. in the report by the end of that contract year, may be denied all  
14. or any portion of the scheduled increase.

15. D. SALARY OF NEWLY APPOINTED ADMINISTRATOR

16. The initial salary of a newly appointed administrator shall be ne-  
17. gotiated between the administrator and the Board. The step numer-  
18. als in the guide are intended to indicate an annual salary progres-  
19. sion to be used in determining the next successive year's salary  
20. after the entry level salary has been determined by the Board. These  
21. numerals are not intended to indicate a quantity of previous ex-  
22. perience.

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE

1979 - 1980 School Year

| Step | High School Principal | Middle School Principal | Elementary School Principal | Director Special Services | Asst. Prin. Dir. Instr. Devel. Adm. Asst. To Supt. | Adm. Asst. To H. S. Principal | Adm. Aide To H. S. Principal |
|------|-----------------------|-------------------------|-----------------------------|---------------------------|--|-------------------------------|------------------------------|
| 1    | \$24,250.             | \$22,250.               | \$20,250.                   | \$19,750.                 | \$18,250.  | \$17,250.                     | \$16,250.                    |
| 2    | 25,250.               | 23,250.                 | 21,250.                     | 20,750.                   | 19,250.  | 18,250.                       | 17,250.                      |
| 3    | 26,250.               | 24,250.                 | 22,250.                     | 21,750.                   | 20,250.  | 19,250.                       | 18,250.                      |
| 4    | 27,250.               | 25,250.                 | 23,250.                     | 22,750.                   | 21,250.  | 20,250.                       | 19,250.                      |
| 5    | 28,250.               | 26,250.                 | 24,250.                     | 23,750.                   | 22,250.  | 21,250.                       | 20,250.                      |
| 6    | 29,250.               | 27,250.                 | 25,250.                     | 24,750.                   | 23,250.  | 22,250.                       | 21,250.                      |
| 7    | 30,250.               | 28,250.                 | 26,250.                     | 25,750.                   | 24,250.  | 23,250.                       | 22,250.                      |
| 8    | 31,250.               | 29,250.                 | 27,250.                     | 26,750.                   | 25,250.  | 24,250.                       | 23,250.                      |
| 9    | 32,250.               | 30,250.                 | 28,250.                     | 27,750.                   | 27,493.  | 25,250.                       | 24,250.                      |
| 10   | 33,250.               | 31,250.                 | 29,493.                     | 28,750.                   | 28,493.  | 26,493.                       | 25,493.                      |
| 11   | 34,493.               | 32,493.                 | 30,493.                     | 29,993.                   | 29,493.  | 27,493.                       | 26,493.                      |

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE

1981 - 1982 School Year

| -Step | High School Principal | Middle School Principal | Elementary School Principal | Director Special Services | Asst. Prin. Dir. Instr. Devel. Adm. Asst. To Supt. | Adm. Asst. To H. S. Principal | Adm. Aide To H. S. Principal |
|-------|-----------------------|-------------------------|-----------------------------|---------------------------|--|-------------------------------|------------------------------|
| 1     | \$26,250.             | \$24,250.               | \$22,250.                   | \$21,750.                 | \$20,250.  | \$19,493.                     | \$18,493.                    |
| 2     | 27,250.               | 25,250.                 | 23,250.                     | 22,750.                   | 21,250.  | 20,493.                       | 19,493.                      |
| 3     | 28,250.               | 26,250.                 | 24,250.                     | 23,750.                   | 22,250.  | 21,493.                       | 20,493.                      |
| 4     | 29,250.               | 27,250.                 | 25,250.                     | 24,750.                   | 23,250.  | 22,493.                       | 21,493.                      |
| 5     | 30,250.               | 28,250.                 | 26,250.                     | 25,750.                   | 24,250.  | 23,493.                       | 22,493.                      |
| 6     | 31,250.               | 29,250.                 | 27,250.                     | 26,750.                   | 25,250.  | 24,493.                       | 23,493.                      |
| 7     | 32,250.               | 30,250.                 | 28,250.                     | 27,750.                   | 26,250.  | 25,493.                       | 24,493.                      |
| 8     | 33,250.               | 31,250.                 | 29,250.                     | 28,750.                   | 27,076.  | 26,493.                       | 25,493.                      |
| 9     | 34,493.               | 32,493.                 | 31,319.                     | 30,819.                   | 29,159.  | 28,319.                       | 27,319.                      |
| 10    | 36,319.               | 34,319.                 | 33,402.                     | 32,902.                   | 31,402.  | 30,402.                       | 29,402.                      |
| 11    | 38,402.               | 36,402.                 | 34,402.                     | 33,902.                   | 32,402.  | 31,402.                       | 30,402.                      |

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE

1980 - 1981 School Year

| Step | High School Principal | Middle School Principal | Elementary School Principal | Director Special Services | Asst. Prin. Dir. Instr. Devel. Adm. Asst. To Supt. | Adm. Asst. To H. S. Principal | Adm. Aide To H. S. Principal |
|------|-----------------------|-------------------------|-----------------------------|---------------------------|--|-------------------------------|------------------------------|
| 1    | \$25,250.             | \$23,250.               | \$21,250.                   | \$20,750.                 | \$19,250.  | \$18,493.                     | \$17,493.                    |
| 2    | 26,250.               | 24,250.                 | 22,250.                     | 21,750.                   | 20,250.  | 19,493.                       | 18,493.                      |
| 3    | 27,250.               | 25,250.                 | 23,250.                     | 22,750.                   | 21,250.  | 20,493.                       | 19,493.                      |
| 4    | 28,250.               | 26,250.                 | 24,250.                     | 23,750.                   | 22,250.  | 21,493.                       | 20,493.                      |
| 5    | 29,250.               | 27,250.                 | 25,250.                     | 24,750.                   | 23,250.  | 22,493.                       | 21,493.                      |
| 6    | 30,250.               | 28,250.                 | 26,250.                     | 25,750.                   | 24,250.  | 23,493.                       | 22,493.                      |
| 7    | 31,250.               | 29,250.                 | 27,250.                     | 26,750.                   | 25,076.  | 24,493.                       | 23,493.                      |
| 8    | 32,250.               | 30,250.                 | 28,250.                     | 27,750.                   | 27,076.  | 25,493.                       | 24,493.                      |
| 9    | 33,250.               | 31,250.                 | 29,250.                     | 28,750.                   | 29,319.  | 26,493.                       | 25,493.                      |
| 10   | 34,493.               | 32,493.                 | 31,319.                     | 30,819.                   | 30,319.  | 28,319.                       | 27,319.                      |
| 11   | 36,319.               | 34,319.                 | 32,319.                     | 31,819.                   | 31,319.  | 29,319.                       | 28,319.                      |

ARTICLE VI: SABBATICAL LEAVE

1. All persons included in this proposal may be entitled to be granted
2. a sabbatical leave for study or other reasons valuable to the school
3. system subject to the following conditions.

4. A. DURATION

5. A sabbatical leave shall be for one (1) full year at half (1/2) sal-
6. ary or for half (1/2) a year or smaller fraction thereof at full sal-
7. ary.

8. B. ELIGIBILITY

9. Personnel are eligible to be granted a sabbatical leave after they have
10. completed seven (7) years of service in the South Brunswick Township
11. Schools.

12. C. LIMITATIONS

13. No more than one or the equivalent of one of the personnel included in
14. this Agreement shall be granted sabbatical leave during any school year.
15. When more than one person is granted sabbatical leave within the limita-
16. tions set forth above, the total time granted is not to exceed six (6)
17. months. The Superintendent may determine that additional leaves would
18. be of benefit to the school system.

19. D. TEMPORARY VACANCIES

20. When an administrator is granted a sabbatical leave, his position and
21. all other administrative positions in the school system will be filled
22. during such leave unless it is determined by the Superintendent and
23. the Principal of the building concerned, or solely the Superintendent
24. for Central Office positions, that it is inappropriate to fill the po-
25. sition during the person's absence. The Superintendent of Schools shall



26. be responsible for the development of appropriate rules and regula-
27. tions to implement this article.

ARTICLE VII: VACATIONS

1. A. ALLOCATED DAYS

2. All personnel included in this agreement shall be entitled to 22 days
3. vacation each year and all holidays which occur when school is closed.
4. A flexible work schedule shall be in effect during Christmas and Easter
5. vacations. All vacations shall be arranged in accordance with the best
6. interests of the school system.

7. B. SEPARATION FROM DISTRICT

8. 1) A member who dies shall have payment for his unused vacation
9. days given to his estate.
10. 2) A member who resigns or retires during the contract year shall
11. receive cash payment for those unused vacation days accumulated up to
12. date of termination.

ARTICLE VIII: ADMINISTRATIVE VACANCIES1. A. NOTIFICATION

2. Notices of Administrative Vacancies, including salary range, shall
3. be sent to each administrator not less than ten (10) work days prior
4. to the final date of application. In the event that an administrator
5. wishes to file for any vacancy which may occur during a leave of ab-
6. sence, said administrator shall notify the Superintendent of Schools
7. of said interest and the type of position for which application would
8. be made. The Superintendent of Schools shall make every effort to
9. notify the person of an existing vacancy.

10. B. APPLICATION

11. Applicants for administrative positions within the district shall be
12. given consideration for any position for which application is made,
13. including an interview with the appropriate personnel. Unsuccessful
14. applicants from within the district shall be notified in writing.

ARTICLE IX: PARTICIPATION PLAN

1. A. RIGHTS AND RESPONSIBILITIES

2. It shall be the right and responsibility of the administrative staff  
3. to participate in the development of the educational program and pro-  
4. fessional practices in accordance with the procedures described in  
5. Board policy and/or rules and regulations. It shall also be the right  
6. and responsibility of the administrative staff to participate in the  
7. development and/or revision of policies or rules and regulations or  
8. negotiated agreements which govern the development of the educational  
9. program, student, professional and non-professional personnel prac-  
10. tices, determination of educational materials, and use of school facil-  
11. ities. These policies and rules and regulations shall include matters  
12. covered in the Board Policy Manual as well as any negotiated agreements  
13. with other professional groups.

14. B. DEFINITION OF PARTICIPATION

15. Participation shall mean taking part in a cooperative development of  
16. policies through sharing of ideas, considerations, and concerns. Such  
17. participation could take place during the fifth Monday of Month Meetings,  
18. an appointed special committee, and Administrative Council Meetings.

19. C. NOTIFICATION OF INTENTION TO CHANGE POLICY

20. 1) The Board shall notify the Association of its intention to change  
21. policies and/or rules and regulations listed in the Board Policy Manual  
22. and other items listed in Part A, at least thirty (30) calendar days  
23. prior to action at a public Board meeting. Within ten (10) calendar  
24. days of notification, the Association shall notify the Board in writing  
25. whether or not it wishes to meet or consult with the Board on this mat-  
26. ter. If a meeting is desired by either party, it shall be held at

27. least ten (10) days prior to public action.

28. 2) Emergency

29. In the event that a situation should arise which requires an immed-  
30. iate change in policy or the adoption of a new policy, the notifica-  
31. tion dates mentioned above shall be nullified. Either party may then  
32. request an emergency meeting to discuss the situation and to develop  
33. a policy statement for immediate adoption.

34. D. PROCEDURE FOR ESTABLISHING CALENDAR

35. A committee of five, two members chosen by the South Brunswick School  
36. Administrator's Association and three members chosen by the South  
37. Brunswick Education Association, will recommend a school calendar  
38. for the coming school year. One person from the Central Office Ad-  
39. ministration shall meet with the committee as a non-voting consultant.  
40. The first meeting will be set by the Superintendent before March 1.  
41. By the first Monday of April, the committee will report its recommenda-  
42. tions to the Superintendent of Schools for approval. Any change in  
43. the recommendations will be discussed with the committee by the Super-  
44. intendent before adoption by the Board of Education. The school cal-  
45. endar will be adopted no later than the first regular Board meeting  
46. in May.

ARTICLE X: RIGHTS OF THE BOARD

1. A. The Board reserves to itself sole jurisdiction and authority
2. over matters of policy and according to provisions of State law,
3. retains the right, subject only to the limitations imposed by the
4. language of this Agreement, in accordance with applicable laws and
5. regulations,
6. (a) to hire, promote, transfer, assign and retain employees in
7. positions within the school district, and for just cause to sus-
8. pend, demote, discharge or take other disciplinary action against
9. employees,
10. (b) to abolish any such positions for reasons of economy or be-
11. cause of reduction in the number of pupils or of change in the ad-
12. ministrative or supervisory organization of the district or for
13. other good cause (18A:29-9),
14. (c) to maintain the efficiency of the school district operations
15. entrusted to them,
16. (d) to determine the means by which such operations are to be con-
17. ducted and,
18. (e) to take whatever actions may be necessary to carry out the mis-
19. sion of the school district in situation of emergency.
20. The rights of the Board shall include, but not be limited to, the pro-
21. visions set forth in this Article.
22. B. It is understood by all parties that under the rulings of the
23. courts of New Jersey and the State Commissioner of Education, the
24. Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XI: INSURANCE

1. The Board of Education shall provide for employee insurance program  
2. as follows:

3. A. Blue Cross - Blue Shield - Rider J and Major Medical

4. B. Dental Insurance - Employee coverage only

5. C. Extended Disability; Health or Hardship Leave

6. 1) Total Disability

7. "Total disability" shall mean one which,

8. (a) results from bodily injuries or disease, and (b) wholly prevents  
9. the employee from engaging in his regular occupation; or assuming du-  
10. ties assigned by his superior taking into consideration the nature  
11. and degree of the disability. (c) The employee must be under the  
12. care of a physician. The Board may require examinations and statements  
13. from doctors of its own choosing as frequently as it is deemed neces-  
14. sary.

15. 2) Eligibility

16. (a) Extended total disability benefits shall be payable to all full  
17. time employees who are on an annual contractual arrangement with the  
18. South Brunswick School System, regardless of the term of service pre-  
19. viously performed prior to total disability.

20. (b) Benefits shall not be available to any employee who has been no-  
21. tified in writing that his services are to be terminated or his con-  
22. tract not renewed, prior to the start of total disability, except as  
23. provided in paragraph (d) below.

24. (c) Benefits shall also not be available to any employee who submits  
25. his resignation in writing prior to start of his total disability.

26. (d) Benefits to an employee whose services are to be terminated by  
27. a specific date, for whatever reason, and whose total disability pre-

28. ceded the notice of termination of such services, shall be paid  
29. only to the date of such termination provided employee is total-  
30. ly disabled at that time.

31. (e) A recurrence of the same disability within 180 days or dis-  
32. continuance of benefits shall be considered a continuation of the  
33. original disability.

34. 3) Benefits

35. (a) The amount and duration of such benefits shall be determined  
36. by the employee's current salary, length of service, and the num-  
37. ber of sick days utilized prior to the commencement of this benefit.

38. (b) The amount of the monthly payments shall be determined in the  
39. following manner:

40. 1) The basic monthly salary shall be computed by dividing the an-  
41. nual salary by the number of months the employee is required to per-  
42. form service, as provided in the annual contract.

43. 2) Benefit payments shall be increased by 1/2 percent above the  
44. basic 50% payment for each sick day used after the first thirty cal-  
45. endar days of total disability, and prior to the commencement of  
46. benefit payments; e.g., an employee uses 40 sick days, after the  
47. first 30 calendar day waiting period, to cover his absence under  
48. this program. On the basis of 1/2% for each of these days, the  
49. percentage factor would be added to the basic 50% or 70%. Employee,  
50. in this case, would be entitled to a monthly benefit of 70% of his  
51. regular monthly contract salary.

52. (c) Monthly benefit payments shall not exceed 80% of an employee's  
53. regular monthly contract salary. (60 or more sick days provided  
54. an 80% factor.)

55. (d) The number of months that benefits shall be payable shall be



56. determined by dividing the total number of service as an employee  
57. by four. Benefits shall be payable for a portion of a month.  
58. (e) In no case shall benefits be payable concurrently with pay-  
59. ments received by an employee for retirement or disability under  
60. the Social Security Program or any state employees or teachers pen-  
61. sion plan.  
62. (f) Benefits under this program shall be reduced by the amount of  
63. any Workmen's Compensation payable.

64. 4) Exclusions of Benefits

65. (a) Benefits shall not be payable for a disability resulting from:  
66. 1. Disease or bodily injury willfully and intentionally self-  
67. inflicted.  
68. 2. Injury incurred or disease contracted prior to becoming an em-  
69. ployee of the South Brunswick School System, unless employed for  
70. more than three years in this system.  
71. 3. Declared or undeclared war, insurrection, invasion, rebellion,  
72. revolution, Civil War, or Civil Riot.  
73. (b) Benefits shall not be payable while a salary is being paid through  
74. the use of accumulated sick leave.

75. 5) Procedure for Applying for Benefits

76. (a) An application for total disability benefits under this program  
77. must be accompanied by a physician's certificate listing the nature of  
78. the condition and the probable length of total disability of the em-  
79. ployee.  
80. (b) An application for total disability shall be submitted only after  
81. the maximum sick leave days, determined by the employee, have been used  
82. to cover absence resulting from his total disability.

83. (c) An employee need not use all sick leave days toward his ab-  
84. sence when applying for benefits under this program, but only those  
85. days used shall be considered in computing the percentage factor  
86. for monthly benefits, as described under item (b) of Benefits.

87. OFFICIAL LEAVE OF ABSENCE

88. The Board shall provide, at the Administrator's expense, for con-  
89. tinuance of health-care insurance and during an official leave of  
90. absence on the terms detailed in the master policies and contracts  
91. agreed upon by the Board and the Association.

92. RETIREMENT COVERAGE

93. The Board shall provide, at the Administrator's expense, for con-  
94. tinuance of health-care insurance after retirement on the terms  
95. detailed in the master policies and contracts agreed upon by the  
96. Board and the Association.

Sick Leave Used After the  
First 30 Calendar Days of  
Total Disability:

Percentage Factor to be Applied  
in Computing Monthly Payments  
Under this Program:

|    |      |
|----|------|
| 1  | 50.5 |
| 2  | 51.0 |
| 3  | 51.5 |
| 4  | 52.0 |
| 5  | 52.5 |
| 6  | 53.0 |
| 7  | 53.5 |
| 8  | 54.0 |
| 9  | 54.5 |
| 10 | 55.0 |
| 11 | 55.5 |
| 12 | 56.0 |
| 13 | 56.5 |
| 14 | 57.0 |
| 15 | 57.5 |
| 16 | 58.0 |
| 17 | 58.5 |
| 18 | 59.0 |
| 19 | 59.5 |
| 20 | 60.0 |
| 21 | 60.5 |
| 22 | 61.0 |
| 23 | 61.5 |
| 24 | 62.0 |
| 25 | 62.5 |
| 26 | 63.0 |

Sick Leave Used After the  
First 30 Calendar Days of  
Total Disability:

Percentage Factor to be Applied  
in Computing Monthly Payments  
Under this Program:

|            |      |
|------------|------|
| 27         | 63.5 |
| 28         | 64.0 |
| 29         | 64.5 |
| 30         | 65.0 |
| 31         | 65.5 |
| 32         | 66.0 |
| 33         | 66.5 |
| 34         | 67.0 |
| 35         | 67.5 |
| 36         | 68.0 |
| 37         | 68.5 |
| 38         | 69.0 |
| 39         | 69.5 |
| 40         | 70.0 |
| 41         | 70.5 |
| 42         | 71.0 |
| 43         | 71.5 |
| 44         | 72.0 |
| 45         | 72.5 |
| 46         | 73.0 |
| 47         | 73.5 |
| 48         | 74.0 |
| 49         | 74.5 |
| 50         | 75.0 |
| 51         | 75.5 |
| 52         | 76.0 |
| 53         | 76.5 |
| 54         | 77.0 |
| 55         | 77.5 |
| 56         | 78.0 |
| 57         | 78.5 |
| 58         | 79.0 |
| 59         | 79.5 |
| 60 or more | 80.0 |

ARTICLE XII: LEGALITY OF AGREEMENT

1. This agreement shall be binding upon the Board and the Association
2. to the extent permitted under the laws of the State of New Jersey
3. and the United States.

ARTICLE XIII: DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1979 and shall
2. continue in effect until June 30, 1982 subject to the Association's
3. right to negotiate over a successor agreement as provided in the
4. Negotiations Procedure of Article V, with the understanding that
5. the dates mentioned there refer to the year immediately preceding
6. the expiration of this contract. It is understood that such suc-
7. cessor rights depend upon the continued certification of the
8. Association as the exclusive bargaining agent for the South Bruns-
9. wick School District unit set forth in Article I, such continued
10. certification being subject to the procedures established by the
11. Public Employment Relations Commission of the State of New Jersey.
12. This Agreement shall not be extended orally and it is expressly
13. understood that it shall expire on the date indicated.
14. In witness whereof the parties hereto have caused this Agreement
15. to be signed by their respective Presidents, attested by their
16. respective secretaries.

FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date