

4-1119

#523

12-04

AGREEMENT

between

EAST BRUNSWICK BOARD OF EDUCATION

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

UEC - 7 1989

RUTGERS UNIVERSITY

and

EAST BRUNSWICK PRINCIPALS AND SUPERVISORS ASSOCIATION

JULY 1, 1989 through JUNE 30, 1992

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	PROCEDURE	3
III	GRIEVANCE PROCEDURE	5
IV	ADMINISTRATOR'S SALARY AND BENEFITS	10
V	PROFESSIONAL DEVELOPMENT	16
VI	SICK LEAVE	19
VII	TEMPORARY LEAVES OF ABSENCE	21
VIII	MISCELLANEOUS PROVISIONS	23
IX	PERSONNEL FILES	28
X	EMPLOYEE EVALUATIONS	29
XI	FULLY BARGAINED AGREEMENT	32
XII	BOARD'S RIGHTS	33
XIII	SALARY	34
XIV	DURATION	35

PREAMBLE

This Agreement is entered into this 9th
day of November, 1989 by and between the Board of Education
of East Brunswick Township, New Jersey, hereinafter called
the "Board", and the East Brunswick Principals and
Supervisors Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. In accordance with N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive representative for collective negotiations for the school district's administrative and supervisory personnel employed within the following titles:

1. Assistant Principal
2. Department Chairperson
3. Elementary School Principal
4. Junior High School Principal
5. Middle School Principal
6. Senior High School Principal
7. Supervisor

B. The Association represents a negotiating unit whose membership has similar interests and responsibilities. The words "employee" or "administrator" appearing in this contract designate the personnel employed in the above positions.

ARTICLE II

PROCEDURE

A. Meetings.

1. Proposals suggested by the Association for negotiation will be submitted in writing to the Superintendent of Schools, or his/her designee, no later than the date specified by law. The request shall contain, insofar as possible, a listing of all requests to be considered in negotiations.

2. The Board, upon written request, shall convene a meeting by the date specified by law for the purpose of conducting negotiations.

3. At the end of each negotiating session, the parties shall identify all items tentatively agreed upon at that session. The 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 towards a complete contract.

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

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 regular school hours. However, if it is necessary that such processes take place during regular school hours, thereby requiring the presence of Association officers or committee members, the Board shall release up to five (5) persons designated by the Association, such designees to suffer no loss of pay.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition. A "grievance" shall mean a complaint by an employee or a class action complaint by the Association on behalf of one or more of the title categories specified under Article I, Section A. A grievance shall indicate an allegation (1) that there has been as to the employee or group of employees a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, or (2) that the employee or group of employees 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 here, the term "employee" shall mean also a group of employees having the same grievance.

B. Any employee of the district or member of the Association shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting a grievance appeal. In the case of an employee, he/she shall have the right to represent his/her own

grievance appeal and to have a representative of the Association appear with him/her following the informal level of appeal. The Association shall have the right to be present following the informal level of appeal.

C. Procedure: Employee/Class Action Grievance.

1. Any employee who has a grievance (or the Association, in the case of a class action grievance) shall discuss it first with his/her immediate supervisor within fifteen (15) 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 12-month employees for all categories except Department Chairpersons, for whom the work day shall be determined by the school year calendar for 10-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 fifteen (15) work days after submission of the grievance 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 directive to raise the grievance to the next level.

2. If, as a result of the informal discussion,

the matter is not resolved to the satisfaction of the employee within fifteen (15) work days, the grievance shall be set forth in writing to the immediate supervisor specifying:

a. the nature of the grievance, including, but not limited to:

1. the names of all affected grievants or employees;

2. the specific action or refusal to act complained of;

3. the date(s) of the action or refusal to act;

4. the specific contract clause, administrative decision, policy, rule or regulation alleged to have been violated; and

5. a specific explanation as to what and how the cited acts violated the terms and conditions of employment or the cited contract clause, administrative decision, policy, rule or regulation.

b. the results of previous discussions,

c. the grievant's dissatisfaction with decisions previously rendered, and

d. the specific relief requested by the grievant.

The immediate supervisor shall communicate the decision in writing to the employee and to the Association President or

his designee within fifteen (15) work days of receipt of the written grievance.

3. If dissatisfied, the employee may appeal the supervisor's decision to the Superintendent within fifteen (15) work days. The appeal to the Superintendent must be made in writing, specifying:

a. the nature of the grievance, as defined above;

b. the results of previous discussions;

c. the grievant's dissatisfaction with decisions previously rendered; and

d. the specific relief requested by the grievant,

and including the original written submission and response. The Superintendent or his/her designee shall meet with the concerned parties in an attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent or his/her designee shall communicate the decision, in writing within fifteen (15) work days following the meeting, to the employee and supervisor involved and to the Association President, or his/her designee.

4. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board within fifteen (15) work days. The request shall be submitted in writing through the Superintendent, who shall

attach all related papers and forward the request to the Board.

a. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing to both the grievant and the Association President within thirty (30) work days of the hearing or submission, whichever is later. If the employee is dissatisfied with the decision of the Board, the 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 fifteen (15) work days after the decision of the Board was made known to the employee and the 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.

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.A1 and shall be advisory for all grievances processed per III.A2.

ARTICLE IV

ADMINISTRATOR'S SALARY AND BENEFITS

A. Work Year.

1. The work year for all bargaining unit members shall be as follows:

a. Assistant Principals, Principals, Supervisors, the Department Chairpersons of Special Education (PK-5)/ Guidance (6-7), and of Special Education (6-12) shall work twelve (12) months (July 1 - June 30).

b. The Department Chairperson of Technical/Career Education (6-12) shall work eleven (11) months, consisting of the teachers' calendar plus twenty (20) days.

c. All other Department Chairpersons (i.e., those not mentioned in IV.A.1.a. and IV.A.1.b. above) shall work ten and one-half (10 1/2) months, consisting of the teachers' calendar plus ten (10) days.

d. The Department Chairperson of Guidance shall work the teachers' calendar from the first day the teachers report to work, and on the last day of the teachers' work year shall revert to the twelve (12) month calendar.

2. In the event that additional time is necessary, Department Chairpersons shall, for each additional day required by the Superintendent or his/her

designee, be paid at a rate equal to their per diem salary. Prior notice of two (2) weeks must be given to a Department Chairperson by the Superintendent or his/her designee as to the intention of having the Chairperson work additional days.

3. Remuneration for Department Chairpersons for summer work shall be payable on July 31.

B. Insurance Benefits.

1. All insurance coverage provided by the Board in the 1986-89 Agreement shall be continued at the level therein set, or be elevated to the level negotiated by other bargaining units.

2. Major Medical coverage for mental health shall be modified as follows:

a. Effective July 1, 1989, the program will pay eighty (80%) percent of \$50.00 per hour, with an annual maximum of \$1,000 for out-patient services.

b. Effective July 11, 1990, the program will pay eighty (80%) percent of \$75.00 per hour, with an annual maximum of \$1,000 for out-patient services.

c. Effective July 11, 1991, the program will pay eighty (80%) percent of \$75.00 per hour, with an annual maximum of \$1,500 for out-patient services, and a lifetime maximum of \$50,000 for in-patient care.

C. Vacations.

1. All certified personnel under a 12-month

contract will have their vacation days credited at the rate of two (2) per month at the end of each month until their total of twenty-two (22) days per year is reached. Personnel shall utilize their earned vacation not later than the end of the following contract year. Vacation days accrued prior to July 1976 shall not be affected by this clause. No employee shall take vacation days one (1) week prior to the opening of the school year.

2. One (1) additional vacation day shall be added for every five (5) years of an employee's service in the system. One (1) additional vacation day shall be granted to anyone who attains twenty (20) or more years of service in the system. Additional vacation days for years of service will be credited on July 1st of the year they are earned.

3. Personnel, or their estates, shall be paid for all vacation days accrued at the time of retirement or termination of employment.

4. No employee shall use more than six (6) consecutive vacation days on days when students are present in school, except with the approval of the Superintendent.

D. Holidays. The schedule of holidays for 12-month personnel shall be those as per the calendar adopted by the Board. However, it shall not be less than sixteen (16) days per year, as per past practice.

E. Sabbatical Leaves.

1. All personnel included in this Agreement shall

be entitled to apply for sabbatical leave.

2. Applicants must state reasons in writing for requesting sabbatical leave. Priority will be given as follows:

a. Advanced study; then

b. Other reasons which may be submitted for consideration.

3. Applications for sabbatical leave shall be forwarded to the Superintendent on or before March 1. The Superintendent will submit a recommendation for approval/disapproval to the Board for its first meeting in April. Notice of approval/disapproval shall be made in writing prior to May 1. For extenuating circumstances, the deadlines may be extended by mutual agreement of the Board and the Association.

4. Personnel are eligible to be granted a sabbatical leave after they have completed seven (7) years of service in the East Brunswick Township schools.

5. It is understood that no change can be made in the reason for requesting sabbatical leave once an 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 verification as it deems

necessary to assure the designated use of the 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.

8. Upon application, no more than two (2) 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 seventy-five (75%) percent of the salary for that contract year.

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 reserves the right to determine whether or not to grant any applicant a sabbatical, based upon its assessment of the proposed leave's value to the District.

F. Transfers.

1. A transfer may be requested by an administrator or initiated by the Superintendent.

2. For a transfer not initiated by the administrator, the Superintendent shall assume a pro-active

role and shall notify the administrator, in writing, of the rationale for the transfer. In addition, the Superintendent must give the transferee, in writing, a list of job related objectives that the Superintendent wishes the transferee to accomplish.

3. Transfers shall be approved by the Board.

4. Administrators being considered for transfer shall be notified of said possible transfer at least fifteen days prior to the anticipated date of transfer and shall have the opportunity to discuss the transfer with the Superintendent prior to formal Board action.

5. Nothing shall preclude an emergency transfer.

6. In the event of an administrative transfer and throughout the transfer process, all administrators concerned shall be accorded professional treatment. The Superintendent shall initiate a meeting to encourage cooperative planning by the employees involved in areas of budget, personnel and scheduling.

G. Snow Days. All members of the bargaining unit shall not be required to be present whenever schools are closed due to inclement weather up to three (3) days.

ARTICLE V
PROFESSIONAL DEVELOPMENT

A. All administrators who are actively employed in the district shall be eligible to receive reimbursement of costs for tuition, fees, books, and materials 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, in advance, by the Superintendent or his/her designee. Any disapproval of a course shall include the reasons in writing. The decision of the Superintendent shall be final and not subject to the grievance procedure.

2. Each administrator, upon submission of an invoice, a college bill (or copy), a list of the textbooks required for the course (verified by the instructor), and a transcript indicating satisfactory completion of graduate-level studies, will receive reimbursement.

3. Failure to achieve a grade of B or better or a grade of Pass (in a Pass/Fail system) may 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 \$6,000.00 per school year.

6. No employee shall be eligible for reimbursement under this paragraph who is on sabbatical leave.

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. All members of the unit may attend at least one (1) professional workshop, conference, or convention during the year.

2. Attendance at professional workshops, conferences and conventions must be approved in advance by the Superintendent or his/her designee. Any disapproval shall be in writing. The decision of the Superintendent shall be final and not subject to the grievance procedure.

3. The Board shall bear the full cost of professional workshops, conferences and conventions which it requires employees to attend. Said cost shall include tuition, travel, room and board, and shall be paid out of a central office budget. The employee shall suffer no loss in pay for such attendance.

4. The Board and the employee shall share the cost of professional workshops, conferences and conventions attended at the request of the employee and approved pursuant to paragraph B2 above. The Board shall bear the

cost of registration up to \$250.00, ninety (90%) percent of the cost of transportation, and the cost of room and board up to \$200.00 per day. The employee shall be responsible for all other costs.

5. Upon return from attendance at a conference, the employee shall discuss the content with the Superintendent or designee and shall, if requested, make a presentation to the Board.

6. No employee shall be eligible for the benefits under this paragraph who is on sabbatical leave.

C. For employees who are actively employed in the district and not on sabbatical leave, the Board shall bear the cost of membership in not more than two (2) professional organizations, excluding the East Brunswick Education Association (EBEA), Middlesex County Education Association (MCEA), National Education Association (NEA), the New Jersey Principals and Supervisors Association (NJPSA), and the New Jersey Education Association. The cost for professional organization memberships shall be paid out of a central office budget.

ARTICLE VI

SICK LEAVE

A. 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, eleven (11) days of sick leave for those working an eleven (11) month calendar, and ten (10) days of sick leave for those working a ten (10) month calendar.

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

C. Unused Sick Leave.

1. Eligibility. To be eligible for payment for unused sick days upon retirement, or death, an employee must have completed fifteen (15) years of service within the district.

2. Any bargaining unit member who dies but who was otherwise eligible for payment for unused sick/vacation days in accordance with VI.C.1. shall be entitled to have this benefit paid to his/her estate.

3. Reaching a threshold of forty-seven (47) days in 1989-90, forty-six (46) days in 1990-91, and forty-five (45) days in 1991-92, is necessary for an employee to be eligible for compensation for unused days. Payment for unused sick leave beyond the threshold shall be granted for

all days according to the appropriate category.

1989-90	47 to 150 days - per diem rate = \$ 65.00
	151 to infinity - per diem rate = 92.00
1990-91	46 to 150 days - per diem rate = 70.00
	151 to infinity - per diem rate = 100.00
1991-92	45 to 150 days - per diem rate = 76.00
	151 to infinity - per diem rate = 108.00

D. Catastrophic Illness. Any employee who is granted extended sick leave without pay shall also have the right to continued health insurance coverage at no cost for a period not to exceed three (3) months.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. In the event of death in the immediate family, an allowance of up to five (5) work days leave shall be granted per occurrence. Immediate family shall be considered parent, parent-in-law, spouse, child, sibling, or any relative or friend domiciled with the employee. In the event of unusual circumstances, the Superintendent or his/her designee shall have the right to grant additional bereavement leave on a case-by-case basis.

B. In the event of illness in the immediate family, an allowance of up to three (3) work days leave per annum shall be granted. Immediate family is defined the same as in Article VII, Section A.

C. In the event of death of any other relative or close friend, allowance of one (1) work day leave shall be granted if such is necessary, not more than once per school year.

D. In addition to the days of leave granted above (Article VII, Sections A, B and C), an allowance of up to three (3) work days of leave shall be granted as personal days. Any personal days not used by June 30 shall accrue as sick days.

E. In the event an administrator serves on jury duty, such administrator will have deducted from his/her salary

the amount of money which shall have been paid to him/her for service.

F. The Superintendent or his/her designee may grant days to an administrator for professional purposes.

G. During any Board approved unpaid leave of absence, the employee shall be afforded the opportunity of participation in the group health insurance plan at his/her own expense.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. The Board and 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 of filing. The notice of vacancy shall set forth the position, eligibility qualifications, 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 employment recommendation.

C. Both the Board and the Association, by mutual agreement, hereby agree to follow procedures outlined in the Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

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 equal to the current rate allowed for Internal Revenue Service deductions.

F. The Board agrees to deduct Association dues from the salaries of administrators. Said deduction shall be in compliance with N.J.S.A. 52:14-15.9e and, together with records of any corrections, shall be transmitted to the Association's Treasurer by the fifteenth day 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 employees 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 disciplinary action, reprimand, or reduction in rank or compensation.

H. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any covered new employee who does not join within ninety (90) days of initial employment within the district, and any covered employee previously employed within the district who does

not join within ten (10) days of re-entry into employment within the district shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction, effective as of the dates membership dues would have been owed and payable had the employee joined the Association. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association dues, together with eighty-five (85%) percent of the NJPSA dues, fees, and assessments as certified to the employer by the Association. If the employee joins only one of the above stated groups, the representation fee shall be equal to eighty-five (85%) percent of the dues for the organization not joined by the employee. The Association may, at any time, revise its certification of the amount of the representation fee to reflect changes in its regular membership dues, fees, and assessments.

I. Child Rearing Leave.

1. A child rearing leave shall be granted upon request to any tenured employee for a period which shall not extend beyond the second June 30th for 12-month employees, and August 31st for 10-month employees, after the date on which the leave is granted. All such leaves shall end on the last day of a marking period, or the last day of the school year in the case of the last marking period.

2. All requests for such leave shall be made at least sixty (60) days prior to the date of commencement of

the child rearing leave. In the event of an adoption or other emergency in which the employee does not have sufficient notice to meet this sixty (60) day requirement, the employee shall provide such notice as soon as is possible under the circumstances, and the Board shall have the right to waive the notice and commencement date requirements set forth herein.

3. If the need for a child rearing leave is negated prior to its commencement, the employee shall notify the Superintendent/designee as soon as possible, and the leave shall be cancelled, provided the Board is not obligated thereby to employ both the employee and a replacement employee already under contract. If such leave has commenced and the need for it is negated, the employee shall notify the Superintendent/designee and be entitled to return at the beginning of the next marking period, provided the Board is not obligated thereby to employ both the employee and a replacement employee under the contract.

4. Non-tenured employees may request and may be granted leave under the provisions above. However, such leave shall not go beyond the contract year in which it commenced.

J. 1. Employees shall be allowed to continue work during pregnancy, contingent upon regular attendance and satisfactory job performance. Employees may be asked to submit a physician's statement to certify their continued

fitness.

2. Employees may use accumulated sick leave as paid leave for reasons of disability related to pregnancy. The Superintendent/designee may require a physician's certificate verifying the disability and the duration thereof.

K. All unused accumulated sick leave benefits accrued at the time of the starting date of any Board approved unpaid leave shall be restored to the employee upon return. Sick leave credit shall not accrue for the time of any Board approved unpaid leave of absence.

ARTICLE IX
PERSONNEL FILES

A. No materials of a derogatory nature shall be placed in an employee's personnel file unless the employee has had an opportunity to read such material and affixed his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material. Such signature does not necessarily indicate agreement with the content.

B. The employee shall have the right to answer any material filed, and his/her 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 twenty (20) work days following receipt of material shall result in forfeiture of the employee's right to so respond.

C. Upon written request, the employee shall, without undue delay, be given access to his/her file, except for confidential credentials related to personal references.

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

ARTICLE X
EMPLOYEE EVALUATIONS

A. Procedure.

1. Written evaluations shall be conducted at least annually.

2. A summary evaluation, given to the employee on or before June 30 of each school year, shall include a compilation of all previous evaluations during the course of the year, as defined in IV.A1.

B. Process.

1. Written evaluations pursuant to X.A1 and X.A2 shall be conducted openly and with full knowledge of the employee involved. If the signer of the evaluation receives input from another administrator, that administrator shall be identified in the evaluation.

2. All evaluations shall be submitted to the employee for review and signature within a period of two (2) calendar weeks after completion of said evaluation, with said signature indicating that the employee has received a copy of same. Said signature does not necessarily mean agreement with content. The employee has the right to affix any comments and other supporting data to the evaluation form within twenty (20) work days of receipt of same, or date of the evaluation conference, whichever is later.

3. 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 his/her knowledge, nor shall any employee be required to sign a blank or incomplete form.

5. Final evaluation of an employee shall be concluded upon termination of employment. No evaluation documents shall be placed in said employee's file after termination of employment.

C. Evaluators.

1. Written evaluations of Principals and Supervisors shall be executed by one of the following: Assistant Superintendent, Deputy Superintendent, and the Superintendent of Schools. Information for written evaluations may be provided by any of the above personnel or their subordinates. All information included in an evaluation prepared by the Superintendent, Deputy Superintendent, or Assistant Superintendent shall indicate who provided said information.

2. The evaluation of Assistant Principals will be written by the Principal of the respective building. Department Chairpersons with responsibilities in one building shall be evaluated by the Principal. Department Chairpersons with responsibilities in more than one building shall be evaluated by the Subject Supervisor. If no Subject

Supervisor exists for a given Chairperson, the Chairperson shall be evaluated by the Deputy Superintendent or his/her designee.

ARTICLE XI

FULLY BARGAINED AGREEMENT

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

ARTICLE XII

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 by the laws and the Constitutions of the State of New Jersey and of the United States prior to the signing of this Agreement. The exercise of these rights shall be subject to the conditions of the contract between the parties.

B. Nothing contained herein shall be construed to deny or restrict the Board's rights, responsibilities, and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, local or district laws or regulations as they pertain to education.

ARTICLE XIII

SALARY

General Principles:

1. No employee shall, for the three (3) year period (1989-92), exceed the stated maximum for his/her position within the guide, unless approved by the Board

2. The Board, upon recommendation from 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/her increment withheld without just cause.

3. Contracts shall be issued, when possible, no later than the first official Board meeting in April.

4. Nothing in this Agreement can be construed to mean that the Board has waived the right to grant extra increments.

SALARY AGREEMENT

For the 1989-90, 1990-91 and 1991-92 years, there shall be eight (8) categories for the purpose of salary determination. The ranges shall be as follows:

	<u>Salary Ranges</u>	<u>1989-90</u>		<u>1990-91</u>		<u>1991-92</u>	
		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
I.	H. S. Principal	\$62,350	\$75,968	\$69,500	\$81,476	\$76,500	\$87,179
II.	J.H.S. Principal	58,050	70,087	64,000	75,168	70,000	80,429
III.	M.S. Principal	58,050	70,087	64,000	75,168	70,000	80,429
IV.	Elementary Prin./ Supervisors	54,000	66,066	58,500	70,855	64,000	75,815
V.	Asst. Principals	49,450	63,331	55,250	67,922	61,500	72,676
VI.	D.C. (12 months)	47,000	58,826	53,000	63,090	57,650	67,506
VII.	D.C. (11 months)	46,075	57,915	50,000	62,113	56,600	66,460
VIII.	D.C. (10.5 months)	45,925	57,217	49,000	61,365	55,250	65,660

ARTICLE XIV

DURATION

This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992 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 on the day and year first above written.

EAST BRUNSWICK PRINCIPALS AND SUPERVISORS ASSOCIATION

By: Philip P. Caccavale
PHILIP P. CACCAVALE, President

By: David Seiden
DR. DAVID SEIDEN, President