

**A G R E E M E N T**

**between**

**THE BOARD OF EDUCATION**

**of**

**THE TOWNSHIP OF SOUTH BRUNSWICK**

**COUNTY OF MIDDLESEX, NEW JERSEY**

**and**

**SOUTH BRUNSWICK SCHOOL ADMINISTRATORS ASSOCIATION**

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PREAMBLE

1. This Agreement entered into this 3rd day of February,
2. 1969, by and between the Board of Education of the Township of South
3. Brunswick, New Jersey, hereinafter called the "Board," and the South
4. Brunswick School Administrators Association of South Brunswick Township,
5. New Jersey, hereinafter called the "Association."

ARTICLE I, RECOGNITION

1.           1. The South Brunswick Township Board of Education hereby recognizes  
2. the South Brunswick School Administrators Association as the exclusive repre-  
3. sentative in collective negotiations concerning the terms and conditions of  
4. employment for the Director of Instructional Development and any Administrative  
5. Assistants employed by the Board.

6.           2. The South Brunswick Township Board of Education hereby recognizes  
7. the South Brunswick School Administrators Association as the exclusive repre-  
8. sentative in collective negotiations concerning the terms and conditions of  
9. employment for all Principals and Assistant Principals.

ARTICLE II, PRACTICES

1. The Association recognizes its obligation to represent equally all
2. members of every negotiation unit, without regard to membership, participa-
3. tion or association with any activities of the Association.

ARTICLE III, SCOPE OF NEGOTIATION

1. The parties agree to enter into collective negotiations concerning
2. grievance procedures and terms and conditions of employment in accordance
3. with Chapter 303, Public Laws 1963.

ARTICLE IV, NEGOTIATION PARTICIPATION

1.           A. Board-Association Negotiation Committee: A Board-Association
2.           Committee composed of members of the Board of Education and members of the
3.           SBSAA shall be created to conduct negotiations in good faith.
4.           B. Negotiating Representatives: Neither party in any negotiations
5.           shall have any control over the selection of the negotiating representatives
6.           of the other party.
7.           C. Consultants: Each party may have consultants present during
8.           negotiations. When mutually agreed upon, clerical assistance and consultants
9.           shall be contracted by both parties; in such case the costs will be shared
10.          equally by the Association and the Board.
11.          D. Representatives of SBEA: Representatives of the South Brunswick
12.          Education Association may be present at their option as observers at negotiating
13.          sessions. These observers may be called upon by either party or may request
14.          an opportunity to clarify a pertinent issue. This in no way implies that SBEA
15.          representatives are to be a party to negotiations between the Board and SBSAA.

ARTICLE V, NEGOTIATION PROCEDURES

1. A. Meetings:

2. 1. A calendar or schedule of regular negotiation meetings shall be  
3. established by the Board-Association Committee on or before September 30th of  
4. each school year.

5. 2. Special meetings can be established by either party within ten  
6. (10) calendar days of receipt of a written request which specifies the agenda  
7. for the meeting.

8. 3. Meetings to negotiate salary and fringe benefits shall begin no  
9. later than November 15.

10. 4. Prior to the conclusion of each meeting, an agenda shall be  
11. established for the succeeding meeting.

12. B. Exchange of Information: The Board agrees that the Association shall have  
13. access to all available information concerning the financial resources of the  
14. district together with information which may be necessary for the Association  
15. to process any grievance.

16. C. Agreements:

17. 1. The Association and the Board will negotiate in a good faith  
18. effort to reach agreement concerning the matters under discussion during  
19. negotiation meetings. Any agreement so reached and approved by both parties  
20. shall be reduced to writing and shall be signed by the Board President and the  
21. Association President.

22. 2. Any agreement shall be binding upon the Board and the Association  
23. only to the extent permitted under the laws of the State of New Jersey and the  
24. United States.



25. D. Impasse:

26.           1. If the parties are unable to reach agreement on all topics of  
27. negotiation by December 20, or if the parties concur that they are at an impasse,  
28. such impasse shall occur.

29.           2. In the event of an impasse, the parties may select a mediator  
30. from a list of qualified persons submitted by the American Arbitration Associ-  
31. ation to aid in bringing about an agreement. If the parties are unable to agree  
32. upon a mediator, they shall request the American Arbitration Association to  
33. appoint a mediator. All costs and expenses incurred by the mediator will be  
34. shared equally by the Board and the Association.

35.           3. If either party does not desire the services of a mediator, or  
36. if mediation fails to produce an agreement, the New Jersey Public Employment  
37. Relations Commission shall be notified of the continued impasse.

ARTICLE VI, SALARY AND FRINGE BENEFITS

1. A. Salary Schedules:

2. 1. Administrators:\* (The following salary schedule adopted 1/15/68  
3. shall remain in effect:)

4.	5.		H.S.	Middle	Middle School		
6.	7.	<u>Year</u>	<u>H.S.</u>	<u>Asst.</u>	<u>School</u>	<u>Asst. &amp; DID</u>	<u>Elem. School</u>
8.	9.	1969-70	1.60	1.40	1.50	1.35	1.40
10.	11.	1970-71	1.65		1.55		1.45
12.	13.	1971-72	1.70		1.60		1.50

14. 2. Administrative Assistant to Supt.:\*

15.	16.	<u>Step</u>	
17.	18.	1	1.30
19.	20.	2	1.35
21.	22.	3	1.35

23. The Board agrees to the two year implementation allowed by law with  
24. the understanding that renegotiation may take place, at the discre-  
25. tion of the Association, for the 1970-71 and 1971-72 school years.

26. \*Ratios based on teacher's salary guide in effect during each year.

27. B. Insurance: All insurance coverages provided by the Board for teachers  
28. and other professional personnel will also be provided for all personnel in-  
29. cluded in this agreement.

30. C. Vacations: All personnel included in this agreement shall be entitled  
31. to one month's vacation each year and all holidays which occur when school  
32. is closed. A flexible work schedule shall be in effect during Christmas and  
33. Easter vacations. All vacations shall be arranged in accordance with the  
34. best interests of the school system.

26. D. Sabbatical Leaves: All personnel included in this proposal shall be  
27. entitled to be granted a sabbatical leave for study or other reasons valuable  
28. to the school system subject to the following conditions:

29.           1. A sabbatical leave shall be for one (1) full year at half (1/2)  
30. salary, or for half (1/2) a year at full salary.

31.           2. Personnel are eligible to be granted a sabbatical leave after  
32. they have completed seven (7) years of service in the South Brunswick  
33. Township Schools.

34.           3. No more than one of the personnel included in this proposal shall  
35. be granted sabbatical leave during any school year, nor more than one person  
36. every three years, unless the superintendent shall determine that additional  
37. leaves would be of benefit to the school system.

ARTICLE VII, GRIEVANCE

1. A. Definition: A grievance shall mean a complaint by an employee that there  
2. has been as to him a violation, misinterpretation, or mis-application of a  
3. policy, an agreement, or an administrative decision, except that the term  
4. grievance shall not apply to any matter as to which (a) a method of review is  
5. prescribed by law or by any rule or regulation of the State Commissioner of  
6. Education, or (b) the Board and/or Administrative officers are without auth-  
7. ority to act, or (c) a complaint of any employee represented by the Association  
8. in a non-tenure position which arises solely by reason of his being not  
9. employed, re-employed, retained, or continued in that position. As used  
10. in this definition, the term employee shall also mean a group of employees  
11. having the same grievance.

12. B. Rights of the Aggrieved: Any individual employee represented by the  
13. association shall be ensured freedom from restraint, interference, coercion,  
14. discrimination, or reprisal in presenting his appeal. He shall have the right  
15. to present his own appeal or to designate a representative of the Association,  
16. or other persons of his own choosing to appear with him at any step in the  
17. grievance procedure. Whenever he chooses to have other persons to appear  
18. with him, the Association will have the option of being present.

19. C. Grievance Notification: The Association shall be notified of all grievances  
20. in advance of any grievance meetings in which any employees represented by the  
21. Association are involved.

22. D. Procedure:

23. 1. An employee with a grievance shall first discuss it with his  
24. immediate supervisor within thirty (30) calendar days with the object of  
25. resolving the matter informally.

26.           2. If, as a result of the discussion, the matter is not resolved to  
27. the satisfaction of the employee within five (5) school days, he shall set  
28. forth his complaint in writing to his immediate supervisor. The supervisor  
29. shall communicate his decision to the employee in writing within three (3)  
30. school days of receipt of the written complaint. 2

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

39.           4. If the grievance is not resolved to the employee's satisfaction,  
40. he may request a review by the Board. The request shall be submitted in  
41. writing through the Superintendent, who shall attach all related correspondence  
42. and forward the request to the Board. The Board shall review the grievance,  
43. hold a hearing with the employee, and render a decision in writing within ten  
44. (10) school days of receipt of the request.

45.           5. If the grievance is still not resolved to the satisfaction of the  
46. aggrieved party, and the Grievance Committee of the Association feels the  
47. grievance has merit, the grievance may be submitted to arbitration by a written  
48. notice to the Board within ten (10) school days following receipt of the Board's  
49. decision.

50.           6. Within ten (10) school days after such written notice of sub-  
51. mission to arbitration, the Board and the Grievance Committee shall attempt  
52. to select a mutually acceptable arbitrator and shall obtain a commitment from  
53. said arbitrator to serve. If the parties are unable to agree upon an arbi-  
54. trator or to obtain such a commitment within the specified period, a request  
55. for a list of arbitrators may be made to the American Arbitration Association  
56. for the selection of an arbitrator. If the parties are still unable to  
57. agree upon an arbitrator, they shall request the American Arbitration  
58. Association to appoint an arbitrator.

59.           7. The arbitrator so selected shall confer with the representatives  
60. of the Board and the Grievance Committee and hold hearings promptly and shall  
61. issue his decision not later than twenty (20) calendar days from the close of  
62. the hearings, or if oral hearings have been waived, then from the date the  
63. issues are submitted to him. The arbitrator's decision shall be in writing  
64. and shall set forth his findings of fact, reasoning and conclusions on the  
65. issues submitted. The arbitrator shall be without power or authority to make  
66. any decision which requires the commission of an act prohibited by law or which  
67. violates the terms of this agreement. The decision of the arbitrator shall  
68. be submitted to the Board and the Association and shall be final and binding  
69. on the parties.

70.           8. The costs for the services of the arbitrator, including per diem  
71. expenses, if any, and actual and necessary travel, subsistence expenses and  
72. the cost of the hearing room shall be borne equally by the Board and the  
73. Association.

ARTICLE VIII, PARTICIPATION PLAN

1.           A. Rights and Responsibilities: It shall be the right and respon-  
2.           sibility of the administrative staff to participate in the development of the  
3.           educational program and professional practices in accordance with the proced-  
4.           ures described in Board policy and/or rules and regulations. It shall also be  
5.           the right and responsibility of the administrative staff to participate in the  
6.           development and/or revision of policies or rules and regulations or agreements  
7.           to be negotiated which govern the development of the educational program,  
8.           student, professional and non-professional personnel practices, determination  
9.           of educational materials, and use of school facilities. These policies and  
10.          rules and regulations shall include matters covered in the Board Policy  
11.          Manual as well as any negotiated agreements with other professional groups.

12.          B. Definition of Participation: Participation shall mean taking  
13.          part in a collective development of policies through a sharing of ideas,  
14.          considerations, and concerns. Such participation could take place during  
15.          Fifth Monday of Month Meetings, an appointed special committee, and Adminis-  
16.          tration Council Meetings.

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

ARTICLE IX, DURATION

1. A. This Agreement will remain in full force and effect from the  
2. date of signatures until August 31, 1970, and any changes will be proposed  
3. and negotiated during the ninety (90) days prior to the renewal date of  
4. September 1, 1970. Provided both parties agree in advance, nothing shall  
5. prohibit the parties from proposing and negotiating changes in this  
6. Agreement at any time prior to its expiration date.

7. B. In Witness Whereof, the parties have hereunto set their  
3. hands to this agreement this 3rd day of February, 1969.

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
President

SOUTH BRUNSWICK SCHOOL ADMINISTRATORS ASSOCIATION

By: \_\_\_\_\_  
President