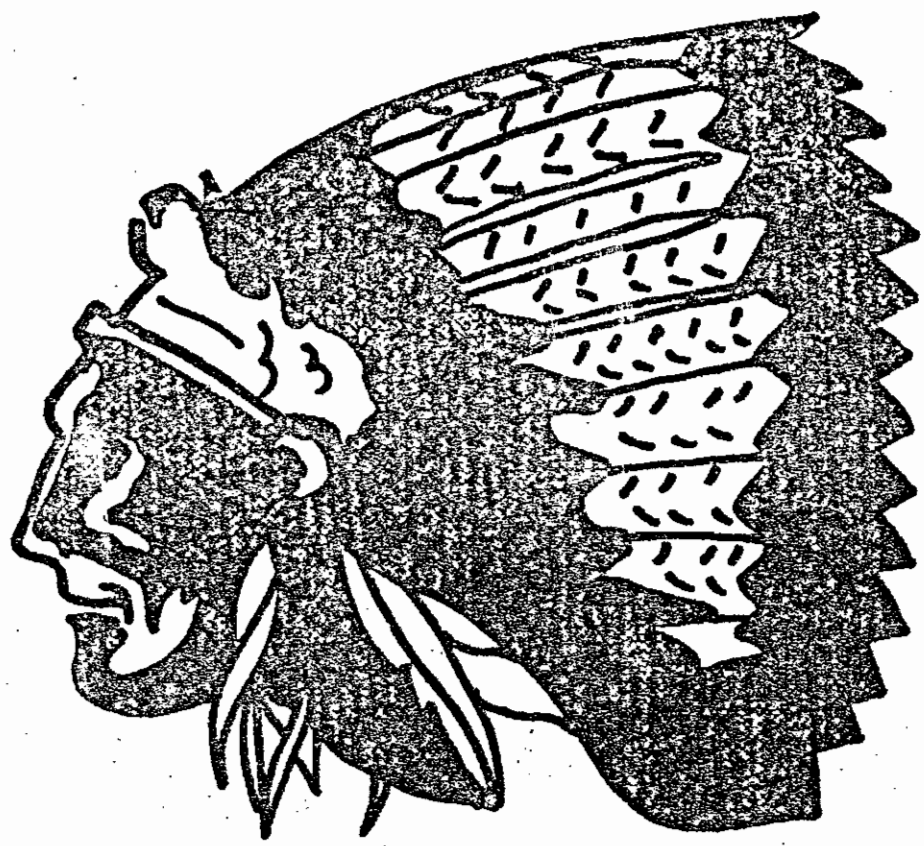


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AGREEMENT

between the

PISCATAWAY TOWNSHIP BOARD OF EDUCATION

and the

PISCATAWAY TOWNSHIP PRINCIPALS' ASSOCIATION

JULY 1, 1975 -- JUNE 30, 1979

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RIGHTS, AUTHORITY AND RESPONSIBILITIES  
OF THE BOARD OF EDUCATION

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of New Jersey and of the United States.

The Board's reservation of rights shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and statutes of the State of New Jersey, including Chapter 123, P.L. 1974.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Piscataway Township Principals' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel represented by the Association including:
- Elementary Principal
  - Elementary Vice Principal
  - Middle School Principal
  - Middle School Vice Principal
  - Campus Administrator (High School Principal)
  - Building Administrator (High School Vice Principal)
- B. Unless otherwise indicated, the term "member", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. 1974 in a good faith effort to meet agreement on all matters concerning the terms and conditions of employment for all members. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and Association and be adopted by the Board of Education.

- B. Neither party in any negotiations shall have any control over the election of the negotiation representatives of the other party. The parties meeting pledge that their representatives be empowered to make proposals, consider proposals and make counter proposals in the course of negotiations.
- C. All meetings between the parties shall be regularly scheduled whenever possible to take place when the members involved are free from assigned responsibilities unless otherwise agreed by the parties.
- D. This agreement shall not be modified in whole or in part by the parties except by an agreement in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definition

- 1. A "Grievance" shall mean a complaint by a member in the bargaining unit that there has been to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement.
- 2. A member in the bargaining unit shall have the right to grieve administrative decisions, not arising out of the agreement, which are inequitable as to him. Notwithstanding anything in this Article to the contrary the right to appeal such administrative decisions shall terminate at Board of Education level.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

##### B. Procedure

- 1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
- 2. A member who claims to be aggrieved shall first discuss the complaint with the appropriate supervisor with the object of resolving the matter informally. A request for such discussion shall be made within five (5) working days after the treatment, act or condition which is the basis of the claim. Any such informal resolution of a grievance shall be consistent with this Agreement.
- 3. If no informal resolution has been reached within five (5) working days following the request, the member shall present the complaint in writing to the appropriate supervisor within five working days following expiration of the time limit for informal resolution.

This initial written complaint shall make known the full details of the matter so that any decision can be based on total pertinent information. In no case shall such written complaint be filed later than fifteen (15) working days following the treatment, act, or condition which is the basis of the claim. The supervisor's written decision shall be made in writing to the member within seven (7) working days. ✓

4. If the member is dissatisfied with the supervisor's response or if no written decision has been rendered after seven (7) working days after the appeal was delivered to the supervisor, the member may appeal the matter to each next higher supervisor as may be appropriate depending upon the members organizational position. Each appeal shall be presented to the next higher administrative level within five (5) working days of either the date of a decision at the previous level or the expiration of the seven (7) working days allowed for the supervisor's response.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary and Superintendent the complete records thus far accumulated plus its written reason for forwarding the appeal within eight (8) working days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board shall hold a meeting and/or hearing with the member and representatives and render a decision, in writing, not later than five (5) working days following one (1) regular Board meeting after receipt of appeal at the regular Board meeting.
6. If the decision of the Board of Education does not resolve the grievance to the satisfaction of the Association, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) days after the receipt of the decision which is being appealed.
7. Arbitration Procedure
  - a. Selection of arbitrator - The Board and the Association shall attempt to agree on the arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within ten (10) calendar days of the time that the request for arbitration is received, then the parties shall jointly request the Public Employment Relations Commission submit a list of five (5) names of qualified arbitrators. Upon receipt of the list, the Association shall strike two names, the Board two names and the remaining arbitrator on the list shall then be designated as the arbitrator to hear the grievance.
  - b. Rights, duties and jurisdiction of arbitrator -
    - (1) Before the submission of a grievance to arbitration, each party shall, in writing, set forth the issue or issues to be determined and/or considered by the arbitrator.
    - (2) Arbitrator must limit himself to a consideration of the issues presented.
    - (3) Arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.

- (4) The determination of the arbitrator must be limited to the express terms and/or conditions of the Agreement which are the subject of grievance.
- (5) Notwithstanding any provision of this agreement to the contrary, the arbitrator shall assume no jurisdiction over any dispute arising out of any provision of this agreement which may quote, paraphrase or otherwise pertain to any local, county, state or federal law or legislative regulations, the Constitution of the State of New Jersey or the United States or any right arising therefrom; any question of negotiability; or any question of unfair labor practice.

c. Costs - The Board and the Association shall share equally the cost of the arbitrator.

#### 8. Rights of Members to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself, a representative of his choosing, or, at his option, by a representative elected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedures.

#### C. Miscellaneous

1. If in the judgment of the Association a grievance affects a group of members, the Association may submit such grievance in writing to the Superintendent directly. The Association may process such a grievance providing the complaint is signed by the members claiming to be aggrieved.
2. Unless otherwise mutually agreed, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore mentioned in this Article.

### ARTICLE IV

#### RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, P.L. 1974, the Board hereby agrees that every member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 123, P.L. 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by affiliates, his participation in any activities

of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. No tenure member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure within set forth.
- C. Whenever any member is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely effect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, he may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview if he so desires. Any suspension of a member pending charges shall be with pay, and if the charges are substantiated then the member shall compensate the Board for the amount of wages earned during the suspension period.

#### ARTICLE V

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to provide to the Association in response to reasonable requests access to all available public information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations and all other information that is a matter of public record.
- B. When any representative of the Association or any member is mutually scheduled by the parties to participate during the working hours in negotiations, grievance proceedings, conferences or meetings they will suffer no loss in pay.
- C. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times with official approval, provided that there is no interruption of the normal school program.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the principal and Superintendent during the normal working hours of a custodian. Any costs incurred because of custodial overtime shall be borne by the Association.
- E. The Association shall have the right to use school facilities and equipment at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- F. The Association shall have the right to use the inter-school mail facilities and the school mailboxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail.
- G. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of its member and to no other organizations.

## ARTICLE VI

### EMPLOYMENT

- A. Each member shall receive a salary in accordance with provisions of Article XVIII, Salaries.
- B. Members previously employed in the Piscataway School District shall, upon returning to employment, receive full credit on the salary schedule for all approved administrative experience received while not employed in the District.
- C. Members shall receive notification of their contracts of renewal as follows:
  - 1. Members under tenure by April 1
  - 2. Nontenured members employed since previous September 30, by April 30
  - 3. Nontenured members employed after previous September 30, by June 1
- D. Payment of Salaries
  - 1. Members as defined in Article I may individually elect to have 10% of their base salary deducted on a monthly basis from their pay. Money is to be deposited at the Northern Middlesex County Teachers Federal Credit Union for the member's account. A member who elects to discontinue the withdrawal on a 30 day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be provided by the Teachers Credit Union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the Teachers Credit Union or for any deduction made by the Board of Education pursuant to this paragraph.
  - 2. Members shall be paid on the last work day before the fifteenth of each month and the last working day of the month.
  - 3. When a pay day falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous working day.
- E. Members shall work the same basic yearly schedule as central office administrative personnel.



## ARTICLE VII

### ASSIGNMENT

- A. All members shall be given written notice of assignments and building assignments for the forthcoming year not later than April 1 of each year. (Emergencies excepted upon notification to and consent of the Association President.)
- B. No member will be permitted to work in the same building as his/her spouse. Exceptions due to extenuating circumstances may be approved by the Superintendent.

## ARTICLE VIII

### TRANSFERS AND REASSIGNMENTS

- A. A member who desires a change in assignment or who desires to transfer to another building shall file a written statement of such desire with his immediate superior and the Superintendent not later than March 1. Such statement shall include the assignment to which the member desires to be assigned and the school or schools to which he desires to be transferred in order of preference.
- B. Determination of transfers will be made after the best interests of the member and the school system are taken into consideration. Members who desire a reassignment or a transfer shall be given written notice by the Superintendent as to the final decision and on request of the member reasons for the decision. Decisions regarding transfers shall not be subject to the grievance procedure set forth herein.
- C. Involuntary transfers shall be made only in unusual circumstances and affected members shall be notified pursuant to provisions of B above.

## ARTICLE IX

### PROMOTIONS AND VACANCIES

- A. Promotional positions are defined as follows:

Such positions are positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions including those programs funded by the federal government shall be adequately publicized in accordance with the following procedure:

- 1. A notice shall be posted in each school as far in advance as is practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Members

who desire to apply for such vacancies shall submit their applications in writing to their immediate superior and to the Superintendent within the time limit specified in the notice and acknowledgement shall be given to all such applications.

2. Applications shall be kept on file for the remainder of the school year in the Superintendent's Office for continual consideration for similar vacancies unless the office is notified, in writing, by an applicant that the application is to be withdrawn.
- B. Qualifications for any position, its duties and the rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.
- C. All qualified members shall be given adequate opportunity to make applications and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In such vacancies prior consideration shall be given to qualified members already employed by the Board. Announcements of appointments shall be made by posting a list in the Central Administrative Office and in each school building and a list made available to the Association.

## ARTICLE X

### EVALUATION

- A.
1. All monitoring or observation of the work performance of a member shall be conducted openly and with the full knowledge of the member.
  2. Members shall be evaluated only by personnel certified by the New Jersey State Board of Examiners to supervise instruction.
  3. Members shall be involved in devising criteria for evaluation, evaluating the validity of those criteria currently in use and making yearly recommendations for changes to the Superintendent of Schools.
  4. A member will be given a copy of written observations or of evaluation reports prepared by his evaluators, preferably before the day of the scheduled conference. No such report shall be placed in the member's file or otherwise acted upon without prior conference with the member unless the member chooses not to have such a conference.
  5. In the event the Superintendent and Deputy Superintendent do not agree on the evaluation of a member, a composite evaluation (which reflects both positions) shall be prepared and submitted to the Board of Education.
- B.
1. One file shall be used for the permanent retention of information pertaining to a member's professional performance. All material pertaining to a member's professional performance accumulated during the period from one final evaluation to the next shall be forwarded to the permanent file after the completion of the last final evaluation.

2. A member shall have the right, upon request, to review personally, the contents of his personal file with the exception of confidential references in the presence of the Superintendent or his designated representative.
  3. No material derogatory to a member's conduct, service, character, or personality shall be placed in his personal file, unless the member has had an opportunity to review the material. At least once every year, until tenure and every two years thereafter, a member shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and at the discretion of the Superintendent they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- C. Any complaints regarding a member made to the Administration by any teacher, parent, student or other person which are used in any manner in evaluating a member shall be promptly investigated and called to the attention of the member within ten (10) working days of the complaint, unless unusual, extenuating circumstances exist, that are not under the control of the Superintendent.
- D. In the month of March the Superintendent shall prepare for submission to the Board of Education a final written evaluation and recommendation of all members. Such evaluation may be at a later date for nontenure members when conditions warrant as determined by the Superintendent consistent with provisions of Article VI-C herein.
- E. After receiving the Superintendent's evaluation and recommendation, the Board of Education shall select one of the following alternatives:
1. Approve the Superintendent's evaluation and recommendation without comment.
  2. Approve the Superintendent's evaluation and recommendation but request, by a majority vote, that he discuss specific aspects of the evaluation report with the employee.
  3. Tentatively reject the Superintendent's evaluation and recommendations. If this occurs, all negative reactions to said report shall be noted in writing, identifying whether each is a minority or majority opinion. All such written statements shall then become part of the employee's personnel record.
  4. Any grievance with respect to this Section D of Article X shall terminate at the Board of Education and shall not be subject to binding arbitration.
- F. In the cases of alternates 2 or 3 above, the Superintendent shall review with the employee the Board of Education's reaction to his evaluation and recommendation and expressly ask the employee whether he wishes to meet with the Board to discuss its decisions. The employee's written

request for a meeting with the Board must be made within thirty (30) calendar days. If this is not done, the Board shall consider its tentative decision final.

## ARTICLE XI

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Tenure members shall be allowed twelve (12) days of sick leave eleven (11) days for nontenure members in any school year without loss of pay. All days of sick leave not utilized shall be accumulative.
2. Sick leave is defined as absence from duty because of personal disability due to illness, injury or quarantine for communicable disease.
3. It shall be the obligation of the members to certify that the absence resulted from personal illness. Upon request, the member shall present a physician's certificate of illness to the Superintendent.
4. Extended Total Disability Leave

##### a. Total Disability

"Total Disability" shall mean one which,

- (1) Results from bodily injuries or disease and
- (2) Wholly prevents the member from engaging in his or her regular occupation; or assuming duties assigned by his superior taking into consideration the nature and degree of the disability.
- (3) The member must be under the care of a physician. The Board may require examinations and statements from doctors of its own choosing at reasonable intervals.

##### b. Eligibility

- (1) Extended total disability benefits shall be payable to all full time members regardless of the term of service previously performed prior to total disability.
- (2) Benefits shall not be available to any member who has been notified in writing that his or her services are to be terminated or his contract not renewed, prior to the start of total disability.
- (3) Benefits shall also not be available to any member who submits his or her resignation in writing prior to the start of his total disability.

c. Procedure of Applying for Benefits

- (1) An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the member.
- (2) An application for total disability shall be submitted only after the maximum sick leave days determined by the member have been used to cover absence resulting from his total disability.
- (3) A member need not use all sick leave days toward his or her absence when applying for benefits under this program, but only those days used shall be considered in computing the percentage factor for monthly benefits, as described under Item 2 of Benefits.

d. Benefits

- (1) The amount and duration of such benefits shall be determined by the member's current salary, length of service and the number of sick days utilized prior to the commencement of this benefit.
- (2) The amount of daily benefits shall be determined in the following manner:
  - (a) The basic daily salary shall be computed by dividing the twelve month salary by 260.
  - (b) Benefit payments shall be increased by  $\frac{1}{2}\%$  above the basic 45% payment for each sick day used after the first 12 working days of total disability and prior to the commencement of benefit payments; e.g. a member used 30 sick days after the first 12 working day waiting period to cover his absence under this program. On the basis of  $\frac{1}{2}\%$  for each of these days the percentage factor would be added to the basic 45% or 60%. Member in this case would be entitled to 60% of his daily salary.
- (3) Daily benefit payments shall not exceed 65% of a member's regular daily salary.
- (4) The number of days the benefits shall be payable shall be determined by dividing the total number of days of service as a member by four. Except that benefits shall not be payable for a period of more than one calendar year or 260 working days.
- (5) In no case shall benefits be payable concurrently with payments received by a member for retirement or disability under the Social Security Program or any state employees or teachers pension plan.
- (6) Benefits under this program shall be reduced by the amount of any Workmen's Compensation payable.

(7) Table for computation of percentage of daily benefits:

Sick Leave used after the first 12 working days of total disability	Percentage factor to be applied in computing daily payments under this benefit program
1	45.5
2	46
3	46.5
4	47
5	47.5
CONTINUES TO	
35	62.5
36	63
37	63.5
38	64
39	64.5
40	65

e. Exclusions of Benefits

Benefits shall not be payable for a disability resulting from:

- (1) A pregnancy
- (2) Disease or bodily injury willfully and intentionally self-inflicted
- (3) Injury incurred or disease contracted prior to becoming a member of the Piscataway School System unless employed for more than three years in this system.
- (4) Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War or Civil Riot.

B. Temporary Leaves

Members may be absent from their school duties for personal leave, leaves due to death in the family, leaves due to family illness or leaves for other reasons upon request of the member and approval of the Superintendent or designee. Reasons for such absence shall be required upon request of the Superintendent or designee.

C. Maternity Leave

1. Maternity leave shall commence and terminate upon written request of the member/and the concurrence of the Board. Said written request for "Maternity Leave" shall be made when the member becomes aware of her pregnancy.
2. Such leave shall take the following factors into consideration:
  - a. medical certification of the commencement and termination of said maternity leave from member's physician.
  - b. the reasonableness of dovetailing staff changes with the school calendar.
  - c. in accordance with Applicable Laws and Regulations.

3. "Maternity Leave" may be extended at the discretion of the Board and upon the request of the member beyond the medically certified period of temporary leave for a period approved by the Board.

#### D. Scholarship and Teaching Leaves

1. A leave of absence without pay for up to two years shall be granted to one tenure member per year who is the recipient of a full time scholarship, such as a Fulbright Scholarship. Request for such leave must be submitted by March 1 of the previous year.
2. A member on tenure may be granted a leave of absence without pay for up to one (1) or two (2) years to teach in an accredited college or university upon the approval of the Board of Education.
3. Members shall submit a written request for leave of absence as specified in 1 and 2 above not later than March 1 of the contract year prior to the year in which the leave shall commence.

#### E. Leave of Absence Due to Illness in the Family

A leave of absence without pay for up to one year may be granted for purpose of caring for a sick member of the member's immediate family. Additional leave may be granted at the discretion of the Board.

#### F. Military Leaves

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves, of the State National Guard, shall be granted in accordance with New Jersey State Laws.

#### G. Other Leaves of Absence

Other leaves of absence may be granted by the Board.

#### H. Leave Benefits

All benefits to which a member was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him upon his return and he shall be assigned to the same position which he held at the time his leave commenced, if available, or if not, to a substantially equivalent position.

#### I. Vacation

1. All member shall be granted twenty (20) days of vacation each contract year, July 1 to June 30.
2. Members employed for less than a full year (July 1 to June 30) shall be entitled to vacation time in proportion to the number of months (or major fraction thereof) of actual employment.
3. Vacation shall be taken according to a schedule approved in advance by the Superintendent of Schools.

## ARTICLE XII

### SABBATICAL LEAVES

- A. Sabbatical leave shall be granted to one (1) member each year for the pursuance of graduate studies in a program approved in advance by the Superintendent of Schools.
- B. Service eligibility requirement shall be seven (7) years of service as a Principal or Vice Principal in Piscataway Township.
- C. Sabbatical leave shall be for one (1) full academic year at the rate of 50% of the annual salary one would have received for the year had he remained in the district.
- D. The member shall return to his position in the Piscataway School District for not less than two (2) years following the completion of the sabbatical or refund the sabbatical leave pay on a prorata basis.
- E. Upon return from sabbatical leave, a member shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system.
- F. Hospitalization benefits and pension membership shall continue without interruption for the duration of the sabbatical leave.
- G. Application for sabbatical leave shall be forwarded to the Superintendent's Office on or before March 1. The Superintendent will submit his recommendation for approval to the Board of Education at its March meeting. Acceptance of the sabbatical by the member shall occur, in writing, prior to April 1. These deadlines may be extended.
- H. Members on sabbatical leave may be eligible for reimbursement of tuition expenses by making application to the Board after receiving the approval of the Superintendent.

## ARTICLE XIII

### HOSPITALIZATION AND MEDICAL COVERAGE

- A. The Board agrees to provide, for the full time personnel units represented by the Association, medical, hospitalization and major medical coverage with benefit levels in effect as of July 1, 1975.
- B. The Board further agrees to increase insurance coverage as follows:
  - 1. Effective January 1, 1976 - progressive dental plan
  - 2. Effective January 1, 1976 - comprehensive physical examination program
    - (a) employees under age 50 shall be entitled to one examination every two years.
    - (b) employees age 50 and over shall be entitled to one examination each year.



3. Effective January 1, 1977 - major medical deductible revised to:  
\$50 per individual per year  
3 individuals (\$150) family deductible per year
4. Effective January 1, 1977 - optical care reimbursement program with benefit levels to be established by the Board of Education and Association.

#### ARTICLE XIV

##### PERSONAL AND ACADEMIC FREEDOM

- A. Members shall be entitled to full rights of citizenship and no religious or political activities of any member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member providing such activities do not violate any local, state or federal law.
- B. The personal life of a member is not an appropriate concern for the attention of the Board except as it may directly effect the member's professional performance.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the school district and that now there is a fundamental need to protect members from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

#### ARTICLE XV

##### GRADUATE STUDIES

All members shall be eligible to receive reimbursement of tuition costs for courses taken in an approved college or university pursuant to the same terms as in the Agreement between the Piscataway Township Board of Education and the Piscataway Township Education Association.

## ARTICLE XVI

### DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its members dues for the Piscataway Township Principals' Association, Middlesex County Education Association, the New Jersey Education Association and the National Education Association or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, P.L. 1967 (N.J.S.A. 52:15-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Association by the 15 of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Members authorization shall be in writing in the form set forth in Appendix A.
- B. The Board has no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake or loss in making said deductions.
- C. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

#### A. Meetings and Conventions

##### 1. State, County, Local

Members shall be permitted to attend subject to the approval of the Superintendent of Schools.

##### 2. Other

- (a) In any given year, one-third (1/3) of the members may attend conventions within a radius of 400 miles subject to the approval of the Superintendent or his designee.
- (b) In addition to 2(a) above, two principals on the secondary and middle school level and three on the elementary level may attend conventions within the Continental United States. If the specified number of principals do not attend, a vice principal may request permission to attend subject to the approval of the Superintendent or his designee.

B. Special Courses and Training Schools

The Superintendent may designate one or two members to attend training courses that upon completion would be beneficial to the system; Rutgers, State University, etc.

C. Expenses

Approved per diem and transportation costs will be advanced to the members before departure for approved conventions.

D. This agreement constitutes Board Policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

E. If any provision of this agreement or any application of this agreement to any members or group of members is held to be contrary to law, then such provisions 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.

F. Any individual contract between the Board and an individual member, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

G. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of the agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or Association affiliation.

H. Copies of this agreement shall be reproduced at the expense of the Board within thirty days after the agreement is signed and presented to all members now employed or hereafter employed by the Board.

I. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram, registered letter or receipted notice.

1. If by Association, to Board at Suttons Lane, Piscataway, NJ 08854.

2. If by Board to Association, President and Vice President at their schools.

J. All benefits including mileage allowance accorded to members of the Piscataway Township Education Association or any successor thereof, shall also be accorded to the members of the Piscataway Township Principals' Association.

ARTICLE XVIII

SALARIES

- A. Salary ranges for the members will be established each year by using for the base figure the New Jersey mean salary for each position as reported for the previous year in the NJEA Research Bulletin on School Administrator's Salaries.
- B. The minimum salary in the range for each position level and the maximum salary for each position level will be the respective percentages more than the mean salary as indicated:

<u>MINIMUM</u>	<u>MAXIMUM</u>
+10%	+25%

- C. The five factors to be included in the determination of salaries and their maximum point values are:

✓ Service	4 points
Education	4 points
Supervisory Requirements	10 points
Longevity	7 points
Competency	7 points
	<u>32 points</u>

The point value for each of these salary factors will be established as follows:

1. Service

- 1 point - less than 3 credits
- 2 points- 3 or more but less than 7 credits
- 3 points- 7 or more but less than 11 credits
- 4 points- 11 or more credits
- 1 year Principal or Central Office experience = 1 credit
- 1 year Vice Principal = .75 credit
- 1 year 12 month other supervisor = .5 credit
- 1 year 10 month other supervisor = .4 credit

The assignment of points for this factor will include the current year of service to which the contract applies. All Piscataway administrative and supervisory experience shall be applicable to the assignment of points while experience outside of Piscataway shall be limited to principal or vice principal positions where a principal's certificate was required.

2. Education

- 0 points - Masters
- 2 points - 6th Year
- 3 points - 6th Year + 30 credits
- 4 points - Doctorate

The assignment of points for this factor will be based upon the current education level on file in the individual's personnel folder.

3. Supervisory

- 2 points - less than 16:1
- 4 points - at least 16:1 but less than 21:1
- 6 points - at least 21:1 but less than 26:1
- 8 points - at least 26:1 but less than 31:1
- 10 points - 31:1 or above

The assignment of points for this factor shall be based upon the actual teacher-supervisor ratio established in each school building. All certified personnel assigned to each building shall be counted in calculating this factor with the exception of the Child Study Team. The teacher-supervisory ratio shall be calculated by dividing the number of teaching staff members by the number of administrators and supervisors in the school or unit. For example: A school employing 40 teaching staff members and two (2) administrators would have a ratio of 20:1.

4. Longevity

- 3 points - 15 years
- 5 points - 20 years
- 7 points - 25 years

Members shall receive points for 15 years or more with one of the titles in the membership recognition article.

5. Competency

1 to 7 points

Competency

- (a) The assignment of points in this factor will be determined solely by using the Administrative Performance Standards used for evaluating members of the Piscataway Principals' Association.
- (b) Each competency point shall be worth twice the dollar value of a criteria point.
- (c) Each of the statements listed on the form will be evaluated on a scale from one (1) through seven (7) with one (1) as a minimum level through seven (7) as a maximum.
- (d) The number of competency points shall be calculated as follows:
  - (1) Rate each of the 22 items, one through seven.
  - (2) Add up the total possible score.
  - (3) Divide total possible score by 22. Carry out answer to nearest tenth.

- (e) During the first year of the contract the competency rating for all members shall equal four (4), the standard rating, unless their 1974-75 evaluation called for no increase. If the 1974-75 evaluation calls for no increase, the salary of that member will remain at the 1974-75 year level.
  - (f) Any member who receives a competency of two (2) or less for the second consecutive year and thereafter, shall receive no increase in their yearly salary.
- D. The total for all five salary factors will be assigned their respective dollar value and that dollar total would be added to the minimum salary for that position to determine the individual's salary.
- E. The following conditions shall apply to the contract:
1. No member shall receive less than a 5.5% yearly salary increase for the life of the contract except when less is indicated as a result of Competency Rating or State Mean Salary.
  2. A member shall receive the minimum salary for a position during his first year in that position.
    - (a) Members employed in a position subsequent to the first working day in January shall earn a salary equivalent to the position minimum until the first anniversary date of employment at which time a new salary shall be established based upon all criteria and competency points pursuant to Section F of this Article XVIII.
    - (b) Members employed in a position as of July 1 through the first working day in January shall earn a salary equivalent to the position minimum until the next succeeding July 1 at which time a new salary shall be established based upon all criteria and competency points pursuant to Section F of this Article XVIII.
  3. The Board agrees that there will be no arbitrary quota or limit on the number of competency points to be earned up to seven (7). Each member of the Association shall have the potential to earn seven (7) points.
- F. The following is an example of how to arrive at the value of a criteria and a competency point based upon a hypothetical base salary of \$20,000 at the state mean for an elementary principal for the 1975-76 school year.

Base	Title	+110%	+125%	Range	Criteria Point	Competency Point
\$20,000	Elem. Prin.	\$22,000	\$25,000	\$3,000	\$93.75	\$187.50
		Minimum Salary	Maximum Salary			

The range is determined by finding the difference between minimum and maximum salaries for the position. The dollar value of the range is divided by 32 (total number of salary factor points.) The resultant answer is the value of a criteria point. The competency point value is found by multiplying by 2.

Assuming the following salary factors for the Elementary Principal:

Service	2 points	\$187.50
Education	2 points	187.50

Supervisory	6 points	\$562.50
Longevity	0 points	0
Competency	4 points	750.00
		<u>\$1,687.50</u>

The dollar value of the criteria and competency points is added to the \$22,000 minimum salary:

$$\$22,000 + \$1,687.50 = \$23,687.50$$

Minimum Salary	Value of Criteria and competency points	Actual salary for 1975-76 school year.
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#### ARTICLE XIX

##### ADMINISTRATION LIAISON

The President of the Association and/or his representatives(s) shall meet with the Superintendent and/or his designated representative(s) at the request of either party within (7) seven work days of said request, but these meetings shall not exceed (1) one per month unless by mutual consent. These meetings shall be scheduled during the school day unless otherwise mutually agreed and shall be of a reasonable length to discuss the areas of concern.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall be effective from July 1, 1975 and shall continue in effect until June 30, 1979 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. At the discretion of the Association and upon written notice to the Board of Education on or before July 1, 1977, this Agreement may be terminated as of June 30, 1978.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Dated this 19th day of November 1975.

Piscataway Township Principals'  
Association

Harvey Lynowitz  
President

Ernest Frenco  
Secretary  
V. Pres.

Piscataway Township Board of  
Education

Robert J. ...  
President

Joseph A. ...  
Secretary