

NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

AND

NORTH BRUNSWICK TOWNSHIP ADMINISTRATIVE
EDUCATION ASSOCIATION

Contract Agreement

July 1, 2004 Through June 30, 2007

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THIS AGREEMENT is entered into this First day of July, 2004 by and between the NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION, hereinafter called the "Board," and the NORTH BRUNSWICK TOWNSHIP ADMINISTRATIVE EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSED THAT:

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, it is agreed as follows:

ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions for certificated full-time personnel under contract or on leave, as follows:

- High School Principal
- Middle School Principal
- Elementary School Principals
- Director of Academic and Enrichment Programs
- Director of Elementary Education
- Director of Special Services
- Director of Special Projects
- Director of Staff Development
- Director of Student Personnel/Security
- Assistant High School Principals
- Assistant Middle School Principals
- Supervisors

- B. Unless otherwise indicated, the term "employee" and "administrator" when used in this Agreement shall refer to all employees represented by the Association in the negotiation unit as listed above. Use of a specific title in any provision of this Agreement shall refer only to the employees serving in such title.
- C. Categories established hereafter by the Board shall be included in the unit upon approval by the Association and the Board.

ARTICLE II NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of N.J.S. 34:13A-1, et.seq.

- A. The parties agree to comply with the requirements of the New Jersey Employer-Employee Relations Act as amended, in a good faith effort to reach agreement. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit defined in Article I., be reduced to writing, and shall be subject to ratification by both parties.
- B. The first negotiation session shall be only for the following purposes: (1) to establish ground rules for negotiations; (2) for any formal presentation of a full and complete written proposal by the Association and to establish dates for submission of the Board of Education proposal, if any; (3) for discussion of any other matters that either party wishes to raise.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available all public information of the North Brunswick Township School District.
- D. At the close of each negotiation session, the parties will agree on an agenda for the next negotiation session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiation session.

All negotiation sessions between parties shall be scheduled at least five (5) five days in advance, to take place when persons involved are free from professional responsibilities, unless otherwise agreed.

- E. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time negotiated or executed this Agreement.

ARTICLE III
MEDICAL INSURANCE

- A. The North Brunswick Township Board of Education will pay for the every employee listed in Article I. A. according to his/her marital status.

100% of the cost of Connecticut General Medical and Surgical Plan, Prescription Plan, Dental Plan, and Major Medical coverage. Effective with this contract, the Board paid health/hospitalization plan shall be the CIGNA-PPO Plan. Benefits and deductibles for this plan are summarized in Appendix B.

- B. Board paid medical benefits as described in (A.) above will be based on the employee's marital status.
- C. The Board may, upon reasonable prior notification to the Association, substitute other insurance carriers so long as the insurance coverage provided above are equal to or better than those now provided.

ARTICLE IV GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint in writing by an employee that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law; or (b) the Board of Education is without authority to act; or (c) a complaint of a non-tenure employee which arises by reason of his/her not being re-employed; or (d) any matter which the Public Employees Relations Commission has ruled or has the power to rule. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. PURPOSE

The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. An aggrieved person shall first discuss the grievance with an immediate supervisor or principal.

C. RIGHTS OF EMPLOYEES TO REPRESENTATION

Any person in interest shall be assured freedom from restraint, interference, coercion, discrimination or reprisal due to participation in presenting a grievance.

An employee may designate a representative of the Association or other person of his/her own choosing to appear with him/her at any step after Level 1.

D. PROCEDURE

1. Since it is important that grievances 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 limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the work year, and if left unresolved until the beginning of the following work year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year, or as soon thereafter as is practicable.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. LEVEL ONE

An employee with a grievance shall first submit it in writing to his/her immediate supervisor, with the objective of resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

5. LEVEL TWO

The grievant, no later than five (5) days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Superintendent shall communicate his decision in writing to the grievant.

6. LEVEL THREE

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold an informal appearance, with the grievant and render a decision in writing within thirty (30) work days of receipt of the grievance by the Board.

7. LEVEL FOUR

- a. If the aggrieved person does not accept the disposition of his/her grievance at Level Three and wishes to review by a third party and the claim pertains exclusively to violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, he/she shall notify the Board, through the Superintendent, within ten (10) school days or the receipt of the Board's decision. An aggrieved person, in order to process his/her grievance beyond Level Three, must have his/her request for such action accompanied by the written recommendation for such action by the Association.
- b. In order to secure the services of an arbitrator, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations commission in the selection of an arbitrator.
- c. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act by the Board, prohibited by or in violation of any law, or which is in violation of the terms of this Agreement. As his/her power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement, and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. Nor shall the arbitrator have the authority to establish any wage rate or change any wage rate contained herein without specific authority from the parties. The arbitrator shall not in any case have power to rule on any issue or

dispute which is not a grievable matter under this Article IV., or so specified under the provisions of this Agreement. The decision of the arbitrator shall be advisory.

- d The costs of arbitration shall be subject to the following:
- 1) Each party shall bear the total costs that it incurs.
 - 2) The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.
 - 3) Time lost by any administrator for attendance at arbitration hearings shall be with pay. Arbitration hearings will be after-school hours.
 - 4) The filing fee will be borne by the moving party.

Limitations

An administrator or group of administrators shall not have the right to refuse to follow an administrative directive or Board policy on the grounds that he/she has instituted a grievance.

e. Miscellaneous

1. All decisions at Level One and Two of the grievance procedures shall be in writing and shall be transmitted promptly to all parties in interest.
2. No meeting or informal appearance conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. When a custodian files a grievance with his/her immediate supervisor, a copy shall be simultaneously filed with the building Principal.
5. It has been agreed that the Association shall consolidate similar grievances.

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6. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

7.
 - a. In the event of a grievance being filed by a teacher against an Association member, the Board of Education shall provide, when necessary, legal assistance to the administrator when he/she is performing functions in accordance with his/her job a. In the event of a grievance being filed by a teacher against descriptions or whatever other assignments might be directed by the administration.

 - b. In the event that a grievance is filed by a teacher against an Association member, said member and an Association representative of his choosing shall have the right to attend any appearances pertaining to it.

By way of illustration and not by way of limitation of the rights and responsibilities reserves to the Board, are the rights to select and direct employees of the School District; to hire, assign, promote transfer and retain employees covered by this Agreement within the School District, or to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for such goods and services as may be permitted by law; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation. In exercising the foregoing rights, the Board shall not violate any other provision of this Agreement.

ARTICLE V MEETINGS

In the event that the Administrative Association or the School Board desires a meeting to discuss items herein or other matters of concern, the following procedures will be followed:

1. Either party may request a meeting outlining their concern in writing and submitting such documents five (5) days in advance of the meeting.
2. The meeting, when requested, must be held within two (2) weeks of such a request unless mutually agreed to such extension of time that seems desirable.
3. Request for meetings shall be answered in writing and become a permanent part of the record of both groups.
4. This section shall not be used to deny the right to file an individual or group grievance.

ARTICLE VI FRINGE BENEFITS

Fringe benefits will include:

1. Each employee shall be allowed full pay for absence from duty for personal illness according to the following schedule:

10 month employee	11 days
11 month employee	12 days
12 month employee	13 days
2. Medical Insurance
100% of the cost of the District's health insurance plan as described in the "Preferred Provider Organization Benefit Summary" (Appendix B).
3. Twenty-two (22) days vacation per year for 12 month administrators; if an administrator is required to forego any part of his/her contracted vacation period by order or request of the Board

of Education and/or the Superintendent of Schools, the portion lost will be applied to the vacation period of the next year. For any given calendar year a maximum of ten (10) unused vacation days as of June 30th may be carried over to the next calendar year with prior approval of Superintendent. Any additional unused vacation days, up to the extent allowed by law, will be placed in the individual's bank of sick days.

4. 100% payment of Group Income Protection Plan - The salary of the employee will be continued at 60% during the 90-day waiting period, after depletion of accumulated sick days. An Administrator uninsurable under this plan will be given credit toward another plan in an amount not to exceed the cost of enrollment in the Group Plan. This provision applies to all administrators employed, with the exception of others who may fail the physical, but will receive benefits equal to the other administrators, with the added costs involved to be borne by the employee.
5. At the start of the 15th year of employment in North Brunswick Township, all 12-month employees will receive one (1) additional vacation days per year for a total of 23 days annually.
At the start of the 20th year of employment in North Brunswick Township, all 12-month employees will receive two (2) additional vacation days per year for a total of 24 days annually.
At the start of the 25th year of employment in North Brunswick Township, all 12-month employees will receive three (3) additional vacation days per year for a total of 25 days annually.
6. A member who dies before his/her contract period is completed shall have payment for the proportionate vacation days and unused sick leave reimbursement (as defined for retirees) due him/her, given to his/her estate.
7. A member who resigns or retires during the contract year shall receive proportionate cash payment for the vacation days due him/her.
8. Any money due an administrator during his/her vacation shall be given to him/her in advance of the vacation, provided the Business Office has been notified of his/her vacation prior to June 1st.
9. Administrators will be reimbursed for the use of their personal car at the rate established in the district.

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10. Upon retirement to a State retirement system, on a pay status, (excluding deferred retirement), administrators with ten (10) or more years of service in the North Brunswick Township School District, will receive payment for each accumulated sick day upon day of retirement at a rate of \$100.00 per accumulated sick day. Upon resignation in good standing, administrators with ten (10) or more years of service in the District will receive payment for each accumulated sick day, upon date of resignation, at the following established rate of \$28.60 per day.
11. Meal reimbursement for attending evening meetings shall be at the rate of \$15.00.

ARTICLE VII TEMPORARY LEAVE OF ABSENCE

This article shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school district.

- A. DEATH IN THE IMMEDIATE FAMILY (An allowance of up to five (5) consecutive work days or seven (7) consecutive calendar days, whichever is less shall be granted): This allowance is not cumulative. Immediate family shall include: husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, grandchild, stepfather, stepmother, son/daughter-in-law, niece/nephew or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond the five (5) days may be applied against any unused personal leave from the three (3) days of personal leave allowed under Paragraph "B" below. An allowance of one (1) day shall be granted for the death of an aunt or uncle.
- B. OTHER EMERGENCIES OF PERSONAL NATURE. An allowance of up to a total of three (3) days leave during a school year, with prior approval by the Superintendent of Schools shall be granted.
- C. Requests for personal leave should be submitted at least two (2) full working days in advance of the date of personal leave. The Superintendent of Schools will have the right to waive this time requirement in case of emergency.
- D. Any unused personal leave days provided by Paragraph B. above shall be accumulated as sick days in the succeeding school year.

ARTICLE VIII EXTENDED LEAVES OF ABSENCE

- A. The Board of Education shall consider the request of a tenure administrator who applies for a leave of absence without pay for two (2) years to teach in an accredited college or university without loss of tenure.
- B. A leave of absence without pay for one (1) year may be granted to a tenure administrator for the purpose of caring for a sick member of the immediate family, as defined in Article VII. A. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.
- C. Other leaves of absence without pay may be granted at the sole discretion of the Board.
- D. Upon return from leave granted pursuant to Section A. only of this Article, an administrator shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent; provided, however, that the time spent on said leave shall not count toward the fulfillment of the time required for tenure.
- E. All benefits accumulated in North Brunswick Township, excluding salary to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return from the granted leave of absence.
- F. All medical and hospital and insurance benefits shall be continued at Board expense at the group rate while an administrator is on leave granted pursuant to Section A., above, only.
- G. All extensions or renewals of leaves shall be applied for in writing, and the reply shall be in writing.

H. MATERNITY LEAVE

Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

1. All initial applications for, and application for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.

2. Any administrator intending to apply for maternity leave shall advise the Superintendent of the fact of her pregnancy and of her prospective plans for taking maternity leave and of her best estimate of when the maternity leave will commence and terminate. The administrator shall request maternity leave of the Superintendent of Schools in writing at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the administrator wishes her leave to commence and to terminate.
3. The commencement date of the maternity leave shall be determined by taking into account the needs of the district and the physical ability of the administrator to continue her assignment.
4. The Board may require an administrator, during her pregnancy, to produce a certificate from her physician stating that she may continue working effectively at the duty to which an administrator has been assigned. Except for good reason, the Board shall not require the administrator to produce such a certificate (update) more than once every thirty (30) calendar days.
5. In the event of any question as to the condition of the pregnant administrator, a conference shall be arranged between the Board's physician and the attending physician.
6. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant administrator from her duties if it should determine that her performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.
7. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of an administrator under tenure or who has received a tenure-year contract for an additional academic school year for such administrator. An administrator on maternity leave shall notify the Board in writing of her intention to return to the district by April 1st of the school year preceding the school year in which she wishes to return to the district, or ninety (90) days prior to said intended return date, whichever is sooner. Failure to provide such written notification shall be deemed a resignation as an administrative staff member in the district.

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8. When an administrator who has been granted a maternity leave returns to the system, such administrator may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such administrator.
9. The Board may set reasonable conditions for the granting of the maternity leave, including requirement that the administrator receiving such leave not accept full-time employment, or undertake any employment or full-time graduate study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.
10. Except as provided in Paragraph 7, above, nothing herein is intended to create any right with respect to non-tenured administrators to maternity leave except as such non-tenured administrators may have under requirements of law. A maternity leave granted to any non-tenured administrator shall not extend beyond the end of the academic school year in which the leave is granted unless the Board, at its sole discretion, grants an extension of such leave.
11. Any administrator who has applied for and received maternity leave may re-apply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
12. All maternity leaves of absence shall be without benefit of experience increment credit.
13. Paternity leave shall be made available on the same basis and subject to the same conditions as herein provided by Article VIII, H.

ARTICLE IX EVALUATIONS

1. Between June 15 and August 31, each administrator/supervisor will meet with their evaluators to discuss management objectives.
2. Each October non-tenured administrators will have an evaluation conference with their evaluator.
3. Each December the evaluator and administrator/supervisor will meet to review management and objective status and overall performance using the job description as a guide.
4. All non-tenured administrators will receive a written mid-year evaluation, while tenured administrators may receive one.
5. By May 15, each administrator/supervisor will prepare a self-assessment of their progress in meeting management objectives and job performance criteria.
6. From May 15 to May 30 evaluators and administrators/supervisors will meet to review the self-assessment. A written year-end evaluation will be provided by June 30.
7. The Association member shall be given a copy of an evaluation report prepared by his/her evaluator at least one day before any conference to discuss the evaluation report.

In the event that the administrator evaluated feels it desirable to bring to the Superintendent or Board of Education factors of disagreement or additional information in the evaluation, he/she may request a meeting with the Superintendent or Board. In the event of such a request, the meeting shall be held within three (3) weeks of the date of such a request. This procedure will not be used as an informal grievance procedure.

In the event that the administrator evaluated does not wish to meet with the Superintendent or Board, he/she shall have the right to attach a written addendum to the evaluation.

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8. Any complaint regarding a member of this Association made to any member of the Board or to any member of the central administration by any parent, student, teacher or other person and which may be used in the evaluation of that member shall be:
 - a. Referred, in writing, to that Association member
 - b. Then promptly investigated

9. Be entitled to the following procedures if any or all of the total salary increase is withheld:
 - a. More evaluations than the minimum required in their contract be a matter of record.
 - b. When a deficiency or problem of job performance is of such a nature to be consideration for a recommendation of withholding increases, the Superintendent shall:
 1. Inform the Administrator in writing.
 2. Meet and consult with the Administrator and give advice and help to correct the problem.
 3. Notify the Administrator prior to making such recommendations to the Board.
 4. The Administrator shall be given ten (10) days to exercise an option of writing to the Board or appearing before the Board prior to the Board's action concerning the Superintendent's recommendation. The Board's decision shall be rendered in written form to the Administrator involved immediately after it is made.
 5. The intent of all actions in this matter shall be to improve job performance and not be constituted as punishment or of a personal nature.
 - c. Any Administrator having part or all of his salary increase withheld, shall have an opportunity to better his performance and shall, for the year following the year in which the amount was withheld, be eligible for the full salary increase scheduled for that year.

ARTICLE X ADMINISTRATORS' SCHEDULE

- A. Most administrators will not be scheduled for the Christmas holiday period. Coverage at the high school during Christmas will be done by the administrators. Any administrator who works during the Christmas holiday shall have an equal numbers of day (s) off during Spring or Winter Vacation.
- B. This schedule will in no way limit the Superintendent from calling in any administrators as needs or emergencies arise and he/she deems their presence in school offices to be necessary. Administrators planning vacation periods at Easter shall include such request in their original vacation schedule.
- C. School offices will be considered closed on inclement weather days. Time spent at school on such days will be the prerogative of each Administrator in line with the assigned responsibility.
- D. Twelve-month Administrators will observe the holiday schedule of all other 12-month employees except as noted in A. above. The Superintendent may schedule administrators on any day on which their presence is necessary.
- E. Administrators shall have a duty-free lunch period equivalent to that of the teachers. During the school year, minimum workday will be eight (8) hours in length as determined by the Superintendent. In the summer, minimum workday hours will be seven (7) hours in length as determined by the Superintendent. Supervisors' hours will be the same as that of the high school administrators and they may be expected to participate in evening school activities. Any change in hours will be mutually agreed upon with the Superintendent.
- F. Administrators may leave the building upon notification to the Office. All administrators will sign in and out of their buildings. On early dismissal days for teachers, administrators will be allowed to leave the building once all students are gone, with the approval of the superintendent.
- G. The ideal teaching load for Supervisors will not be more than two classes per day. The Superintendent, in consultation with the principal, may adjust this load based upon the overall needs of the school.
- H. Directors shall not be required to teach any classes, except in case of an emergency.

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- I. Ten-month administrators, including Directors of Elementary Education, shall be employed on an extended ten-month (September 1 through June 30) calendar and will otherwise follow the teachers' calendar. Subject to specific needs, these administrators may be assigned up to five additional workdays during July-August.
- J. The Board of Education shall determine the school calendar after consultation with the Association through the building principals.
- K. Members of the NBTAEA may be assigned to teach staff development courses beyond the regular school day/academic year with consultation. If assigned to teach staff development offerings, members will be compensated as follows: \$62 per hour effective July 1, 2004; \$67 per hour effective July 1, 2005; and \$72 per hour effective July 1, 2006.

ARTICLE XI
PROGRAMS

On technical educational matters, it shall be desirable for administrators to be able to request consultant services for improvement and research of the educational program, subject to the approval of the Superintendent and Board.

ARTICLE XII
DEFENSE OF OFFICERS AND EMPLOYEES
AGAINST CIVIL ACTION

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any set or omissions arising out of and in the course of the performance of the duties as such office, position, employment or student teaching. the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom: and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses. The Board shall reimburse an administrator involved in a school-related accident an amount not to exceed \$100.00 for expenses or losses for which they are not reimbursed under their insurance clause.

ARTICLE XIII RIGHTS AND PRIVILEGES

- A. The Association shall have the right to use school facilities and equipment including computers, copy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment incident to such use.
- B. All orientation programs for teachers shall be sponsored by the Board in cooperation with the Association.
- C. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes, with the understanding that the Board has no responsibility or liability for delivery or misdelivery of any materials.
- D. The rights and privileges granted to the Association by this Agreement as exclusive representative of the administrators are not intended by the parties to be granted to any other organization representing any administrators in the unit in connection with terms and conditions of employment.
- E. The Board agrees to furnish to the Association, in response to reasonable request, all available public information concerning the educational program of the district.
- F. Whenever any representative of the Association or any other person is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meeting, he shall suffer no loss in pay.
- G. Official Association business may be transacted on school property except during regular school hours, provided that this time shall not interfere with or interrupt normal school operations and with prior approval of the Superintendent. Duty-free lunchtime may be used to transact official Association business.
- H. The Board agrees to furnish to the Association two (2) copies of the following:
 - 1. Minutes of all public Board meetings
 - 2. NBTEA – Board of Education Contract.

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- I. The Board agrees to provide access to all policies, copies of which shall be housed in each school's central office.
- J. The Board of Education, subject only to the express written provisions of this agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof.
- K. Any criticism by an administrator or Board member of an employee in the execution of his/her professional duties shall be made in confidence and not in the presence of teachers, students, parents, or at public gatherings. Any criticism by the Association or a member of the Association of the Board of Education or any member of the administration or of other teachers shall be made in confidence and not in the presence of students, parents, or at public gatherings.

ARTICLE XIV
ASSOCIATION-BOARD-ADMINISTRATION
LIAISON

- A. Recognizing that any agreement entered into by the professional staff, the Board of Education, and the administrators of schools will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continuing communication on subjects related to current school practices and problems; therefore, the Liaison Committee shall be determined by the Association.
- B. Meetings shall be held at the request of either party within fifteen (15) workdays after request. Meetings shall be after school hours.

The President of the Association and/or his/her representative (s) shall meet with the Superintendent, members of the Board, and/or his/her or their designated representative (s) at the request of either party within fifteen (15) workdays of said request.
- C. The requests for any meeting (s) shall be in writing, submitted fifteen (15) days prior to the date requested for said meeting.
- D. Requests for such meeting (s) shall be answered in writing.
- E. Any request for a meeting should contain the specific agenda.
- F. This section shall not be used to deny the right to file an individual or group grievance.

ARTICLE XV
SALARY

The basic salaries of all Administrators are set forth in Appendix A, which is attached hereto and made a part hereof.

1. In the event that the North Brunswick Township Board of Education and the North Brunswick Township Administrative Education Association have not reached a settlement prior to June 30th of a contract year during which this Agreement is in effect, the administrators will be paid at their present salaries until a contract settlement is reached. At this time, the administrators will receive their increases retroactive to July 1st of the contract year under consideration.
2. All administrators, upon completion of the following years of service, shall receive a service bonus.

<u>Years</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
5-9	\$400	\$450	\$500
10-14	\$650	\$750	\$850
15-19	\$1,500	\$1,700	\$1,900
20-24	\$2,200	\$2,500	\$2,800
25+	\$2,900	\$3,300	\$3,700

3. All administrators who have earned a Doctorate Degree shall receive the following stipend:

\$1,200

4. Stipends for Directors of Elementary Instruction shall be as follows: \$9,275 effective July 1, 2004; \$9,683 effective July 1, 2005; and \$10,109 effective July 1, 2006.

ARTICLE XVI BUILDING USE

An administrator shall not be required to work in a building that is not manned by a custodian.

ARTICLE XVII PROFESSIONAL DEVELOPMENT

1. The Board will reimburse the administrator for the annual dues in educational organizations that are job oriented. Such payments shall be made directly to the administrator upon his filing of receipted proof of such organization membership.

The amount of reimbursement shall be \$500 per school year

2. Each administrator will be required to participate in 20 hours of professional development annually for which he/she will receive a \$189 stipend effective July 1, 2004; \$198 effective July 1, 2005; and \$209 effective July 1, 2006 per year. Of the 20 hours, 12 can be in fulfillment of the flex day requirement. The remaining 8 hours may be taken as work release time with prior approval of the Superintendent.
3. Upon request, with the approval of the Superintendent, and within budgetary allotments, up to three (3) administrators are permitted to attend national conferences at an amount not to exceed \$8,320 effective July 1, 2004; \$8,653 effective July 1, 2005; and \$8,999 effective July 1, 2006. All expenses associated with travel, housing, meals and registration will be fully reimbursed to the administrator.

In furtherance of this provision, the Board shall budget a minimum of \$8,000 per school year to be utilized, subject to the approval of the Superintendent.

4. The Board will pay tuition fees and costs in an amount not to exceed \$1,900 effective July 1, 2004; \$2,000 effective July 1, 2005; and \$2,100 effective July 1, 2006. Such courses shall have the approval of the Superintendent of Schools.

ARTICLE XVIII
MISCELLANEOUS

1. The final agreement established shall be formalized by both parties and become an official policy of the school district of North Brunswick Township.
2. Nothing in this Agreement will prohibit either party, under the terms of Chapter 303, from seeking mediation or fact finding under the provisions of said law.
3. The duration of this Agreement shall be for three (3) fiscal years, from July 1, 2001 through June 30, 2004.
4. All other proposals not specifically included herein are withdrawn.
5. If any provision of this Agreement or any application of the 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
6. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

STATEMENT OF CONTRACT

In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed heron:

Board of Education
Township of North Brunswick

North Brunswick Township
Administrative Education Association

Board President

Association President

ATTEST

ATTEST

Board Secretary

Association Secretary

Dated: _____

ATTACHMENT A
Salary Schedule – 2001/2002 – 2003/2004

Guide	Position	Maximum	Maximum	Maximum	
		04	2001-02	2002-03	2003-
1	High School Principal		116,846	120,352	124,564
2	Middle School Principal		111,000	114,330	118,332
3	Elementary School Principal		107,499	110,724	114,599
4	Director of Special Services		105,083	108,235	112,023
5	Director of Curriculum		105,083	108,235	112,023
6	* Director of Special Projects		111,000	114,330	118,332
7	Director of Human Resources		105,083	108,235	112,023
8	High School Assistant Principal		102,859	105,945	109,653
9	Middle School Asst. Principal (12 mos.)		98,893	101,860	105,425
10	Supervisor (10 mos.)		87,197	89,813	92,956
11	Supervisor (12 mos.)		98,886	101,853	105,418

- Incumbent Only

Step		
1	Entry Level	87.50%
2	2nd. Year	90.00%
3	3rd. Year	92.50%
4	4th. Year	95.00%
5	5th. Year	97.50%
6	6th. Year	100.00%

2001-2002 School Year	Guide	Step	
Rimmer		1	6
Fish		2	6
Bowman		3	6
Goldblatt		3	6
Rosevear		3	6
Rothenberg		3	6
Iannucci		4	6
D'Eufemia		6	6
Margin		5	6
Clark		8	6
Johnson		8	6
Libro		8	6
Uklist		9	6
Leroux		9	6
Walls		8	5
Dzwilewski	10	3	
Palazzo	10	5	

A G R E E M E N T July 1, 2004 T H R O U G H June 30, 2007

Katz	10	6
Locascio	10	6
Nemeth	11	6
Galella	10	5
Cocca	9	3