

A G R E E M E N T

NORTH BRUNSWICK BOARD OF EDUCATION

NORTH BRUNSWICK ADMINISTRATIVE EDUCATION ASSOCIATION

JULY 1, 1974      JUNE 30, 1975

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the Board of Education of the Township of North Brunswick, New Jersey, hereinafter called the "Board", and the North Brunswick Administrative Education Association, hereinafter called the "Association".

1. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable if any clause or provision herein contained shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law. It would not effect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

2. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

3. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

4. 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.

5. The duration of this Agreement shall be for one year.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the North Brunswick Administrators Education Association as the majority representative for collective negotiation concerning the terms and conditions for certificated full time personnel under contract, as follows:

Elementary School Principals  
Secondary School Principals  
Elementary School Assistant Principals  
Secondary School Assistant Principals

Director of Special Services  
but excluding:

Superintendent  
Assistant Superintendent  
School Administrator for Non-Instructional Areas  
Assistant School Business Administrator  
Board of Education Secretary  
Psychologist  
Learning Disability Specialist  
Social Worker  
All other non-administrative professional personnel  
All other non-professional personnel  
All part time employees

- B. Unless otherwise indicated the term "administrator" when used hereinafter in the Agreement, shall refer to all full time certificated employees represented by the Association in the negotiating unit as defined above, and references to male administrators shall include female administrators.

- C. Unless specifically named and designated in Section A above, it shall be presumed the omitted classification was intended to be within the excluding clause in Section A.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than October 1, of the school year during which this Agreement is in effect.

B. During negotiation, 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 school district.

C. 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.

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

NORTH BRUNSWICK BOARD OF EDUCATION

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint in writing by an administrator that there has been as to him 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 administrator which arises by reason of his not being re-employed. (d) Any matter which the Public Employees Relations Committee has ruled or has the power to rule. Nothing herein shall limit the right of administrators to request a hearing or initiate a grievance in accordance with Board of Education policy #2330. As used in this definition, the term "administrator" shall mean also a group of administrators 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

1. 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 the procedure.

2. Any individual administrator may present grievances.

C. Rights of Administrators to Representation

1. Any individual administrator of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his own grievance at any step or in designating a representative (s) of the N.B.A.E.A. or other person of his own choosing to appear with him at any step after Level One.

cont'd.

Article III  
Grievance Procedure

D. Procedure - Principals

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 school year and if left unresolved until the beginning of the following school 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 school 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 administrator 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 administrator with a grievance shall first submit it in writing to his immediate superior, with the objectives of resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the N.B.A.E.A. and given appropriate distribution.

5. Level Two

If the aggrieved administrator has not received a written reply from Level One within five (5) school days and or is not satisfied with the disposition of his grievance, he shall file a grievance in writing with the Board of Education within fifteen (15) school days after the filing of the grievance at Level One. The Board shall hold a hearing and render a decision within fifteen (15) school days after receipt of the grievance. If such notification is not received within a fifteen (15) school day period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.

Article III  
Grievance Procedure

6. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that is alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation. The Board has the right to waive the statute of limitation.

E. Limitations

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

F. 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. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

G. Procedure - Assistant Principals

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 school year and if left unresolved until the beginning of the following school year, this could result in irreparable harm to a party in interest. Therefore, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

Article III  
Grievance Procedure

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 administrator 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 Assistant Principal with a grievance shall first submit it in writing to his immediate superior, with the objective of resolving the matter informally. Forms for filing grievance and other documents shall be prepared jointly by the Superintendent and the N.B.A.E.A. and given appropriate distribution.

5. Level Two

If the aggrieved Assistant Principal is not satisfied with the disposition of his grievance at Level One, he shall file the grievance in writing with the Superintendent of Schools, within ten (10) school days after the filing of the grievance at Level One. If such notification is not received within the ten (10) day period the grievance shall be considered as waived, and thereafter estopped from pursuing said claim.

6. Level Three

If the aggrieved Assistant Principal is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after the receipt of a request by the aggrieved person. If such notification is not received within a fifteen (15) day period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.



Article III  
Grievance Procddure

7. In no case shall any grievance be permitted that has not been activated within the thirty days following the inception of the act or event that is alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation. The Board has the right to waive the statute.

H. Limitations

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

I. Miscellaneous

1. All decisions rendered at Level One, Two and Three of the grievance procedures shall be in writing and shall be transmitted promptly within one week after the hearing to all parties in interest.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

3. When a Custodian files a grievance with his immediate Supervisor, a copy shall be simultaneously filed with the building principal.

Article IV

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 V

FRINGE BENEFITS

Fringe benefits shall not be less than those applying to other professional personnel, but will include:

1. 12 days sick leave
2. 100% Blue Cross and Blue Shield, including Rider J, and Prescription Plan
3. 21 days vacation per year; if an administrator is required to forego any part of his 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 school year.
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 after January 1, 1973, and to all administrators presently employed with the exception of Frank Hahnenfeld, who will receive benefits equal to the other administrators, with the additional costs involved to be borne by the Board of Education.
5. The Board will provide \$100 per administrator toward dental insurance for the 1974-75 school year, plan and carrier to be mutually agreed upon by the Board and Association.

Article VI

EVALUATIONS

1. A written evaluation and conference by the Superintendent of Schools will be given not later than December 15, of each school year, In the event that the Superintendent of Schools is incapacitated due to illness or other extreme circumstance, the evaluation will be given by the Assistant Superintendent.

2. Not later than April 15, of each school year, a second written evaluation and conference by the Superintendent of Schools will be held and the evaluation will be discussed in terms of the present and prior evaluation.

3. The Association member shall be given a copy of an evaluation report prepared by his evaluator at least one day before any conference to discuss the evaluation report.

4. In the event that the administrator evaluated feels it desirable to bring to the Board of Education factors of disagreement or additional information in the evaluation, he may request a meeting with the 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 Board, he shall have the right to attach a written addendum to the evaluation.

5. 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 is used in the evaluation of that member shall be;

- a. Referred, in writing, to that association member
- b. Then promptly investigated.

## Article VII

### ADMINISTRATORS SCHEDULES

The Superintendent of Schools will set up a schedule at least ten (10) days prior to the Christmas and Spring vacations which will indicate anticipated needs for the presence of principals or assistant principals during these periods. The Superintendent may schedule administrators on any day on which their presence is necessary for carrying on the affairs and business of the North Brunswick schools. This schedule will in no way limit the Superintendent from calling in any administrators as needs or emergencies arise and he deems their presence in school offices to be necessary. Administrators planning vacation periods at these times shall notify the Superintendent at least fifteen (15) days prior to these vacations.

On days when schools are not in session due to inclement weather, principals shall have the responsibility of notifying the Superintendent in regard to the readiness of their schools for opening on the following day. School offices will be considered closed on these days. Time spent at school on such days will be the prerogative of each principal in line with the assigned responsibility.

On all other days which school is not in session because of calendar vacations, holidays, emergencies, etc., the Superintendent may schedule administrators on any day on which their presence is necessary.

## Article VIII

### 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 of Schools and the Board of Education.

## Article IX

### DEFENSE OF OFFICERS AND EMPLOYEES AGAINST CIVIL ACTIONS

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 for expenses or losses for which they are not reimbursed under their insurance clause.

Article X

PERFORMANCE

1. If any or all of the performance sum is withheld, the following procedures must be followed:
  1. More evaluations than the two required in their contract be a matter of record.
  2. When any deficiency or problem of job performance is of such a nature to be consideration for a recommendation of withholding performance sum(s), the Superintendent shall:
    - a. inform the administrator in writing.
    - b. meet and consult the administrator and give advice and help correct the problem.
    - c. notify the administrator prior to making such recommendations to the Board.
    - d. 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, which shall not be acted upon by the Board for a period of at least fifteen (15) days and not greater than twenty (20) days. The Board's decision shall be rendered in written form to the administrator involved immediately after it is made.
    - e. 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.
    - f. If the steps outlined above are not followed, the withholding of the performance amount shall be null and void.
11. Any Administrator, having part, or all of his performance sum withheld, shall have the opportunity to better his performance and shall for the year following the year in which the amount was withheld be eligible for the full performance sum scheduled for that year. In order to prevent perpetual compounding of the withheld sum, the salary computation for the year following the withholding of the performance sum shall be arrived at by adding the total salary increase to the scheduled salary rather than to the actual salary.

Article XI

NORTH BRUNSWICK ADMINISTRATORS' SALARY GUIDE

	<u>Salary 1973-74</u>	<u>Salary 1974-75</u>	<u>Service Bonus 1974-75</u>
ANDREW COSTELLO	\$21,710	\$23,210	\$200
FRANK HAHNENFELD	21,710	23,210	400
WILLIAM HANN	18,500	20,000	200
HARVEY ZELNICK	23,358	24,858	200
PATRICK NEARY	21,710	23,210	200
JOSEPH LESNOWSKI	24,143	25,643	400
JAMES SALVATORE	26,256	27,000	---
FRANK ZORN	21,590	23,090	400
SYLVESTER PALADINO	18,862	20,362	200
HELENE BENCZIK	20,964	22,464	200

Performance sum shall be awarded to all individuals meeting the required standard in previous contract year. Performance sum is equivalent to 40 per cent of the total salary increase.

All administrators who have completed 5 years through 14 years of service with the district will receive \$200 service bonus which will remain outside the salary guide. Such bonus will be in addition to the 1974-75 contract salary as scheduled above.

All administrators who have completed 15 years through 24 years of service with the district will receive \$400 service bonus in addition to the amount on the above guide, as their contractual salary.

All administrators who have completed 25 years or more years of service with the district will receive \$500 service bonus, in addition to the amount on the above guide, as their contractual salary

Article XII

BUILDING USE

An administrator shall not be required to work in a building that is not manned by a custodian or where provisions are not made to check on the well-being of the administrator on a regular basis by telephone or other suitable means. Such procedure shall be initiated and followed through by the administrator concerned.

Article XIII

RECRUITMENT AND TEACHER PLACEMENT

In the placement or recruitment of staff members for or in a particular school the advice of the administrator shall be sought.

Article XIV

PROFESSIONAL DUES

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.

Article XV

JOINT COMMITTEE

A joint committee made up of administrative personnel and the Superintendent will attempt to propose a more valid method and pragmatic way to establish salaries.

Article XVI

FINAL POINTS

1. The final agreement established shall be formalized by both parties and become an official policy of the school district of North Brunswick.

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 one fiscal year from July 1, 1974 through June 30, 1975.



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 hereon.

Board of Education  
Township of North Brunswick

North Brunswick Administrative  
Education Association

County of Middlesex

State of New Jersey

by \_\_\_\_\_  
Board President

by \_\_\_\_\_  
Association President

by \_\_\_\_\_  
Board Secretary

by \_\_\_\_\_  
Association Secretary

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date