

ARTICLE I  
RECOGNITION

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

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

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

## ARTICLE II

### PROCEDURE

#### A. Meetings.

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

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

3. At the end of each negotiating session, the parties shall identify all items tentatively agreed upon at that session. The information shall be put in writing and initialed by the parties at the start of the next negotiating session. Copies shall be prepared for each party, and these shall represent the official progress made towards a complete contract.

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

#### C. Mediation.

1. If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission.

2. Although it is recognized by all parties concerned that fact-finding must be merely advisory, both the neutral and the disputants are expected to treat the process with the gravity deserved by the terminal step.

3. Every effort will be made to have mediation and fact-finding conducted after regular school hours. However, if it is necessary that such processes take place during regular school hours thereby requiring the presence of Association officers or committee members, the Board shall release up to five (5) persons designated by the Association, such designees to suffer no loss of pay.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definition. A "grievance" shall mean a complaint by an employee or a class-action complaint by the Association on behalf of one or more of the title categories specified under Article I, Section A. A grievance shall indicate an allegation (1) that there has been as to the employee or group of employees a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, or (2) that the employee or group of employees has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (b) the Board of Education is without authority to act. As used here, the term "employee" shall mean, also, a group of employees having the same grievance.

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

following the informal level of appeal. The Association shall have the right to be present following the informal level of appeal.

C. Procedure: Employee/Class-Action Grievance.

1. Any employee who has a grievance (or the Association, in the case of a class-action grievance) shall discuss it first with his/her immediate supervisor within ten (10) work days of occurrence of such grievance in an attempt to resolve the matter informally. (A work day shall be determined by the work calendar for 12-month employees for all categories except Department Chairpersons, for whom the work day shall be determined by the school year calendar for 10-month employees.) However, if the immediate supervisor is a member of the bargaining unit, the immediate supervisor shall have no authority to render any decision or determination with respect to the grievance other than a review of any mechanical computations involved in the allegation and a determination as to the validity of such objective calculations. The immediate supervisor shall have ten (10) work days after submission of the grievance to respond to the grievant. In the event the grievance as submitted is beyond the authority of the immediate supervisor to resolve, an appropriate response will be a directive to raise the grievance to the next level.

2. If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee within ten (10) work days, the

grievance shall be set forth in writing to the immediate supervisor specifying:

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

1. the names of all affected grievants or employees;

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

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

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

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

(i) the results of previous discussions,

(ii) the grievant's dissatisfaction with decisions previously rendered, and

(iii) the specific relief requested by the grievant.

The immediate supervisor shall communicate the decision in writing to the employee and to the Association President or his/her designee within ten (10) work days of receipt of the written grievance.

3. If dissatisfied, the employee may appeal the supervisor's decision to the Superintendent within ten (10) work days. The appeal to the Superintendent must be made in writing, specifying:

- a. the nature of the grievance, as defined above;
- b. the result of previous discussions;
- c. the grievant's dissatisfaction with decisions previously rendered; and
- d. the specific relief requested by the grievant and including the original written submission and response.

The Superintendent or his/her designee shall meet with the concerned parties in an attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent or his/her designee shall communicate the decision in writing within the ten (10) work days following the meeting to the employee and supervisor involved and to the Association President or his/her designee.

4. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board within ten (10) work

days. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board.

a. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing to both the grievant and the Association President within thirty (30) work days of the hearing or submission, which is later.

If the employee is dissatisfied with the decision of the Board, the Association may request the appointment of an arbitrator from the Public Employment Relations Commission. Such a request shall be made known to the Superintendent no later than ten (10) work days after the decision of the Board was made known to the employee and the Association.

D. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any applicable policy of the Board.

E. The costs of the arbitrator shall be borne equally by the Association and the Board.

F. The recommendations of the arbitrator shall be binding on grievances processed as a violation, misinterpretation, or inequitable application of the provisions of this Agreement per Article III.A.1 and shall be advisory for all grievances processed per Article III.A.2.



## ARTICLE IV

### RIGHTS OF THE EMPLOYEE

A. Personal and Private Life.

1. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except insofar as it affects his/her work.

B. The Board agrees that it will provide legal representation in accordance with the law for actions taken by a member of this unit in the proper course of that person's employment. Where an administrator acts to file charges on behalf of the Board of Education, similar legal representation will be provided.

C. The Board hereby agrees it shall not discriminate against any employee with respect to any terms and conditions of employment by reason of his/her membership or participation in any activities of the Association and its affiliates, or his/her institution of any grievance, complaint or proceeding under this Agreement.

D. No tenured employee shall be disciplined without just cause. Disciplinary action may include, but not be limited to:

1. verbal reprimand
2. written reprimand
3. fine

4. suspension.

E. The Board agrees to utilize the concepts of progressive discipline in its application of this Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee.

F. The Association agrees it shall not interfere with, restrain or coerce employees with respect to the rights given them by the act.

G. Whenever any member is required to appear officially before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior 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/her and represent him/her during such meeting or interview.

H. Review of Employee Personnel File. All employees' files shall be maintained under the following circumstances:

1. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies

that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with the content, nor shall the refusal to sign prevent such material from being placed into and remaining in the file.

2. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy within fifteen (15) school days following his/her receipt of the material. Failure of the employee to file a response for attachment to the file copy within fifteen (15) school days following his/her receipt of material shall result in forfeiture of the employee's right to respond.

3. Upon written request by the employee, he/she shall be given access to his/her file without undue delay, minus confidential credentials and personal references. If the employee wishes to be accompanied by another person or a representative of the Association, such request must be made in writing to the Superintendent or his/her designee.

4. Employees shall be granted the right to reproduce any materials in their file not considered to be privileged, such as confidential credentials and related personal references normally sought at the time of employment. Notice of such requests shall be made in writing to the Superintendent or his/her designee at least twenty-four (24) hours in advance.

I. Transfers.

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

2. For a transfer not initiated by the administrator, the Superintendent shall notify the administrator in writing of the rationale for the transfer. In addition, the Superintendent must give the transferee, in writing, a list of job-related objectives that the Superintendent wishes the transferee to accomplish.

3. Transfers shall be approved by the Board.

4. Administrators being considered for transfer shall be notified of said possible transfer at least fifteen (15) days prior to the anticipated date of transfer and shall have the opportunity to discuss the transfer with the Superintendent prior to formal Board action.

5. Nothing shall preclude an emergency transfer.

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

## ARTICLE V

### ADMINISTRATORS' WORK YEAR, COMPENSATION, AND

#### BENEFITS

##### A. Work Year.

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

a. Principals, Supervisors, Assistant Principals, the Department Chairperson for Guidance 8-12, the Department Chairperson for Mathematics/Basic Skills 8-12, and Department Chairperson for English 8-12 shall work twelve (12) months (July 1 - June 30).

b. All other incumbent Department Chairpersons shall work ten and one-half (10½) months, consisting of the teachers' calendar plus ten (10) days. They shall remain as 10.5 month Department Chairpersons until they either resign, retire, or request a change from their position to a twelve (12) month department chairperson position.

2. In the event that additional time is necessary, Department Chairpersons shall, for each additional day required by the Superintendent or his/her designee, be paid at a rate equal to their per diem salary. (Per diem for 10-month employees shall be determined on a 1/200 formula.) Prior notice of two (2) weeks must be given to a Department Chairperson by the

Superintendent or his/her designee as to the intention of having the Chairperson work additional days.

3. Remuneration to Department Chairpersons for summer work shall be payable with the next designated pay date following completion of the services and submission and approval of all paperwork required for such payment.

4. Employees who are required, or employees who volunteer and are approved by the Superintendent, to spend overnights on official business with students will be compensated at the rate of one hundred (\$100.00) dollars per night for such attendance.

B. Insurance Benefits. All insurance coverage provided by the Board shall be the same as that provided to all other employees

C. Vacations.

1. All certified personnel under a 12-month contract will have their vacation days credited at the rate of two (2) per month at the end of each month until their total of twenty-two (22) days per year is reached. One (1) additional vacation day shall be added for every five (5) years of an employee's service in the system. One (1) additional vacation day shall be granted to anyone who attains twenty (20) or more years of service in the system. Additional vacation days for years of service will be credited on July 1<sup>st</sup> of the year they are earned.

2. Personnel shall utilize their earned vacation days not later than July 31<sup>st</sup> of the second following contract year.

3. Vacation days accrued prior to 1976 (banked days) shall be paid on a per diem basis, as per #6 below.

4. The per diem payment of vacation days shall be as follows: twelve (12) months - 1/240; eleven (11) months - 1/220; and ten (10) months - 1/200.

5. No employee shall take vacation days one (1) week prior to the opening of the school year.

6. Personnel, or their estates, shall be paid for all vacation days accrued (including bank days) at the time of retirement or termination of employment.

7. No employee shall use more than five (5) consecutive vacation days on days when students are present in school, except with the approval of the Superintendent or his/her designee.

D. Holidays.

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

2. Twelve-month administrators will have a maximum of three (3) floating holidays to be used only during the winter recess period established by the school calendar, which days are not accumulative for any purpose.

E. Sabbatical Leaves.

1. All personnel included in this Agreement shall be entitled to apply for sabbatical leave once every other year.

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

a. advance study; then

b. other reasons which may be submitted for consideration.

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

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



5. It is understood that no change can be made in the reason for requesting sabbatical leave once an application has been submitted.

6. Verification of admission to a Board-approved college or university shall be submitted in the case of advanced study. A proposed travel itinerary showing places and dates shall be submitted upon request for travel. The Board may request such other verifications as it deems necessary to assure the designated use of the leave to be approved.

7. Seniority as a criterion will be used in the selection process only in instances where there is a tie as determined by the Superintendent.

8. Upon application, no more than one (1) of the personnel included in this unit shall be granted sabbatical leave during any school year, provided said personnel have met the established criteria.

9. A sabbatical leave shall be for a maximum of one (1) year at seventy-five (75%) percent of the salary for that contract year.

10. Personnel returning from sabbatical leave shall be placed on the salary schedule they would have achieved had they not been on sabbatical leave, and shall receive pension coverage and medical coverage while on leave.

11. The Board retains the sole and exclusive discretion as to whether or not any sabbatical leaves will be granted.

F. Snow Days. All members of the bargaining unit shall not be required to be present whenever schools are closed due to inclement weather up to three (3) days. Administrators may be excused for reasons of inclement weather beyond the three (3) day limit set forth herein, in the exclusive discretion of the Superintendent of Schools.

G. A committee comprised of EBPSA members shall meet with the Superintendent to discuss plans for alternative professional use of time for days when school is not in session during the regular calendar year.

## ARTICLE VI

### PROFESSIONAL DEVELOPMENT

A. All administrators who are actively employed in the district shall be eligible to receive reimbursement of costs of tuition, fees, books, and materials for courses taken in a college or university, or as part of an approved state program, in areas related to the field of education, pursuant to the following:

1. Courses to be taken and institutions to be attended must be approved, in advance, by the Superintendent or his/her designee. Any disapproval of a course shall include the reasons in writing. The decision of the Superintendent shall be final and not subject to the grievance procedure.

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

3. Failure to achieve a grade of B or better or a grade of Pass (in a Pass/Fail system) or a certificate of successful completion may negate reimbursement.

4. The cost of courses not completed or which will be completed after resignation from the school system shall be borne by the individual.

5. The total cost of the above provisions to the Board shall not exceed thirty thousand (\$30,000) per school year. If actual cost of courses exceeds this amount, reimbursement shall be reduced on a per credit basis.

6. During each half of the contract year, one-half ( $\frac{1}{2}$ ) of the allocated funds for course reimbursement will be disbursed to members of this unit who are entitled to reimbursement by February 1 and July 30 of the contract year.

a. In the event that during the first half of the contract year the one-half ( $\frac{1}{2}$ ) of the allocated funds for course reimbursement is not fully disbursed, the remainder of the funds will be transferred into the second semester.

b. In the event that the amount needed for course reimbursement exceeds the available funds in any period, the amount paid shall be pro-rated on a per-credit basis during the half-year.

c. Should there be a need to pro-rate payment in the first period, and the available funds are not fully depleted in the second period, then the unused second period funds shall be distributed to those

employees who did not receive full reimbursement during the first period, in the same manner as the pro-ration was effected.

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

B. The Board shall continue to encourage the growth of professional development for all administrators through attendance at professional workshops, conferences, and conventions, subject to the following provisions:

1. All members of the unit who are tenured administrators and who do not utilize tuition reimbursement during the school year for which conference attendance is requested may attend one (1) professional workshop, conference, or convention during that school year.

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

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

4. The Board and the employee shall share the cost of professional workshops, conferences, and conventions attended at the request of the employee and approved pursuant to paragraph B.2 above. The maximum cost to the Board for any employee shall not exceed \$1,800 per annum in 2003-04, \$1,900 in 2004-05, and \$2,000 in 2005-06. The employee shall be responsible for all other costs.

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

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

C. For employees who are actively employed in the district and not on sabbatical leave, the Board shall bear the cost of membership in not more than one (1) professional organization, excluding the East Brunswick Principals and Supervisors Association (EBPSA), Middlesex County Education Association (MCEA), National Education Association (NEA), and the New Jersey Education Association (NJEA). The cost for professional organization memberships shall be paid out of a central office budget.

## ARTICLE VII

### SICK LEAVE

A. Present procedure and policy concerning sick leave shall continue and shall include twelve (12) days of sick leave, cumulative, for employees working a 12-month calendar, and ten (10) days sick leave for those working a 10-month calendar.

B. All employees shall receive, by July 31 for the preceding school year, an annual statement of accrued vacation days ("bank"), vacation days, personal days, and sick days.

C. Unused Sick Leave.

1. Eligibility. To be eligible for payment for unused sick days upon retirement, or death, an employee must have completed ten (10) years of service within the district. All benefits of this provision shall be paid to the employee at the time of retirement.

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

3. A threshold of thirty (30) days will be necessary for the employee to be eligible for compensation for unused days. Payment beyond the threshold shall be reimbursed as follows:

31-infinity - per diem rate of \$140

4. Tenured administrators who submit their resignation for the purpose of their retirement to the Board by January 15, effective the following June 30, shall receive \$1,000 at the time of their retirement on July 1<sup>st</sup>.

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



## ARTICLE VIII

### TEMPORARY LEAVE OF ABSENCE

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

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

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

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

E. In the event an administrator serves on jury duty, such administrator will have deducted from his/her salary the amount of money which shall have been paid to him/her for service.

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

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

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

A. The Board and Association agree that there shall be no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, or sex.

B. A notice of vacancy in an administrative position shall be posted in each building, and a copy shall be sent to the Association fifteen (15) work days before the final date of filing. The notice of vacancy shall set forth the position, eligibility qualifications, duties, and the range of compensation. Any qualified administrator in the district applying for an administrative position will be granted an interview by the person(s) making the employment recommendation.

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

D. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. For all personnel for whom the Board authorizes payment, the reimbursement for use of privately owned automobiles shall be equal to the current rate allowed for Internal Revenue Service deductions.

F. The Board agrees to deduct Association dues from the salaries of administrators. Said deduction shall be in compliance with N.J.S.A. 51:14-15.9e, and, together with records of any corrections, shall be transmitted to the Association's Treasurer by the fifteenth (15<sup>th</sup>) day of each month following the monthly pay period in which deductions were made. The Association shall indemnify and hold harmless the Board from any and all claims resulting from such deductions.

G. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. The non-renewal of a non-tenured administrator shall not be deemed to be a disciplinary action, reprimand, or reduction in rank or compensation.

H. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any covered new employee who does not join within ninety (90) days of initial employment within the district, and any covered employee previously employed within the district who does not join within ten (10) days of re-entry into employment within the district shall, as a condition of employment, pay a representation fee to the Association by automatic

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

I. Family Leave/Child Rearing Leave.

1. Family Leave. In the event of the birth, adoption, or guardianship of a child, or serious health condition of a family member, an employee is entitled to take a family leave of twelve (12) weeks, upon advance notice to the Superintendent. This leave will be granted without pay, but with benefits pursuant to applicable statute. All members of this Association are eligible for the benefits outlined in N.J.S.A. 34:11B-1 et seq., N.J.A.C. 13:4-1.1, P.L. 103-3; 29 U.S.C. 2601 et seq., and C.F.R. 825. Association members must be employed for a period of one (1) year before a family leave can be granted. An unpaid family leave may be extended for a period greater than twelve (12) weeks upon the written request for an

extension by an Association member and in the sole discretion of the Board. Upon return, the employee shall be returned to his/her prior position.

2. A child rearing leave shall be granted upon request to any tenured employee for a period which shall not extend beyond the second June 30<sup>th</sup> for 12-month employees, and August 31<sup>st</sup> for 10-month employees, after the date on which the leave is granted.

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

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

the Board is not obligated thereby to employ both the employee and a replacement employee under the contract.

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

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

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

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

## ARTICLE X

### PERSONNEL FILES

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

B. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy following the receipt of the material. Failure of the employee to file a response for attachment to the file copy within twenty (20) work days following receipt of material shall result in forfeiture of the employee's right to so respond.

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

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



## ARTICLE XI

### EMPLOYEE EVALUATIONS

A. Procedure. Written evaluations shall be conducted at least annually. A summary evaluation, given to the employee on or before June 30 of each school year, shall include a compilation of all previous evaluations during the course of the year, as defined in Article V, Section A.1.

B. Process.

1. Evaluations pursuant to Article XI.A.1 shall be conducted openly and with full knowledge of the employee involved. If the signer receives input from another administrator, that administrator shall be identified in the evaluation.

2. All evaluations shall be submitted to the employee for review and signature within a period of ten (10) work days after completion of said evaluation, with said signature indicating that the employee has received a copy of same. Said signature does not necessarily mean agreement with content. The employee has the right to affix any comments and other supporting data to the evaluation form within fifteen (15) work days of receipt of same, or date of evaluation conference, whichever is later.

3. A conference shall be held with the evaluator preparing the written evaluation report to review the content therein and the rationale for same.

4. No employee shall have an evaluation submitted to the central office or placed in his/her file without his/her knowledge, nor shall any employee be required to sign a blank or incomplete form.

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

C. Evaluators.

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

2. The evaluation of Assistant Principals will be written by the Principal of the respective building. Department Chairpersons with responsibilities in one building shall be evaluated by the Principal. Department Chairpersons with responsibilities in more than one building

shall be evaluated by the Program Supervisor. If no Program Supervisor exists for a given Chairperson, the Chairperson shall be evaluated by the Deputy Superintendent or his/her designee.

ARTICLE XII

FULLY BARGAINED AGREEMENT

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

## ARTICLE XIII

### BOARD'S RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of East Brunswick, New Jersey, hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey and of the United States prior to the signing of this Agreement. The exercise of these rights shall be subject to the conditions of the contract between the parties.

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

## ARTICLE XIV

### SALARY

#### A. Increases.

1. 2003-04. The thirty-five (35) current employees will receive annual salaries as set forth on Schedule A attached hereto, which reflect an annual increase of (4.25%) on their 2002-2003 annual salary. The Board has also agreed to set aside an additional \$11,000 that the Association will use to make salary adjustments.

2. 2004-05. All employees shall receive an annual increase of (4.25%) on their 2003-04 annual salary. The Board has also agreed to set aside an additional \$11,000 that the Association will use to make salary adjustments.

3. 2005-06. All employees shall receive an annual increase of (4.00%) on their 2004-05 annual salary and utilized the addition (.25%) from each member to make salary adjustments. The Board has also agreed to set aside an additional \$11,000 that the Association will also use to make salary adjustments.

#### B. General Principles.

1. The minimum and maximum salaries for each category have been increased by the same percentage salary increase given to each member for all three years of this contract. (4.25%) for the 2003-04 school

year, (4.25% )for the 2004-05 school year and (4.00%) for the 2005-06 school year.

2. The salaries for employees as of the effective date of this Agreement shall be set forth in Schedule A.

3. New employees shall be placed at a salary within the scale which is acceptable to the employee and the Board.

4. For each year subsequent, the employee will receive the raises in A.2 and A.3 above.

5. The Board, upon recommendation from the Superintendent, reserves the right to withhold a salary increase, and no administrator will be disciplined, reprimanded, reduced in rank or compensation, or have his/her increment withheld without just cause.

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

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

ARTICLE XV

DURATION

This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006, or until a successor Agreement has been properly negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents on the day and year first above written.

EAST BRUNSWICK PRINCIPALS AND  
SUPERVISORS ASSOCIATION

BY: \_\_\_\_\_  
DR. JOANN SUSKO, President

BY: \_\_\_\_\_  
PATRICIA WRIGHT, Secretary

EAST BRUNSWICK BOARD OF EDUCATION

BY: \_\_\_\_\_  
MICHAEL BAKER, President

BY: \_\_\_\_\_  
BERNARDO J. GIULIANA, Secretary



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**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
EAST BRUNSWICK, NEW JERSEY**

**AND**

**EAST BRUNSWICK PRINCIPALS AND  
SUPERVISORS ASSOCIATION**

**FOR THE SCHOOL YEARS**

**2003-04**

**2004-05**

**2005-06**

SCHEDULE B

<u>Category</u>	2003-04		2004-05		2005-06	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
H.S. Principal	99,905	133,777	104,151	139,462	108,317	145,041
JHS/Middle Principal	91,723	124,231	95,622	129,510	99,446	134,691
Elem. Princ./Supvr	83,655	117,708	87,211	122,710	90,699	127,619
Assistant Principal	81,154	113,267	84,604	118,080	87,988	122,804
Dept. Chair. 12 Month	76,179	106,569	79,416	111,908	82,593	115,542
Dept. Chair. 10.5 Month	72,714	103,343	75,804	107,735	78,837	112,045