

July 31, 2006
August 29, 2006

AGREEMENT BETWEEN THE
PISCATAWAY TOWNSHIP BOARD OF EDUCATION
AND THE
PISCATAWAY TOWNSHIP PRINCIPALS'/SUPERVISORS' ASSOCIATION
JULY 1, 2005 TO JUNE 30, 2007

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|--|-------------|
| I | Recognition | 1 |
| II | Negotiation Procedure | 1 |
| III | Grievance Procedure | 2 |
| IV | Rights and Privileges | 5 |
| V | Association Rights and Privileges | 5 |
| VI | Employment | 6 |
| VII | Assignment | 8 |
| VIII | Transfers and Reassignments | 8 |
| IX | Promotions and Vacancies | 9 |
| X | Evaluation | 9 |
| XI | Leaves of Absence | 10 |
| XII | Hospitalization and Medical Coverage | 14 |
| XIII | Personal and Academic Freedom | 15 |
| XIV | Graduate Studies | 15 |
| XV | Deductions From Salary | 16 |
| XVI | Miscellaneous Provisions | 16 |
| XVII | Salaries | 18 |
| | Salary Guides | 21 |
| XVIII | Administration Liaison | 22 |
| XIX | Duration of Agreement | 22 |

**RIGHTS, AUTHORITY AND RESPONSIBILITIES
OF THE BOARD OF EDUCATION**

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

The Board's reservation of rights shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and statutes of the State of New Jersey, including NJSA 34:13A-1 et. seq.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Piscataway Township Principals'/Supervisors' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel represented by the Association including:

Elementary Principal
Elementary Assistant Principal
Middle School Principal
Middle School Assistant Principal
High School Principal
High School Assistant Principal
Assistant Director
Supervisor
Department Chairperson

- B. Unless otherwise indicated, the term "member", when used hereinafter in this agreement, shall refer to all professional employees represented by the association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all members. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and Association, and be adopted by the Board of Education.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Procedure

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

supervisor within five (5) working days following expiration of the time limit for informal resolution.

- a. This initial written complaint shall make known the full details of the matter so that any decision can be based on total pertinent information. In no case shall such written complaint be filed later than fifteen (15) working days following the treatment, act, or condition which is the basis of the claim. The supervisor's written decision shall be made in writing to the member within seven (7) working days.
4. If the member is dissatisfied with the supervisor's response, or if no written decision has been rendered after seven (7) working days after the appeal was delivered to the supervisor, the member may appeal the matter to each next higher supervisor, as may be appropriate depending upon the member's organizational position. Each appeal shall be presented to the next higher administrative level within five (5) working days of either the date of a decision at the previous level or the expiration of the seven (7) working days allowed for the supervisor's response.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary and Superintendent the complete records thus far accumulated plus its written reason for forwarding the appeal within eight (8) working days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board may, in its sole discretion, invite the member and his/her Association representative to meet with the Board or a committee thereof to discuss the grievance, but in any event shall render a decision, in writing, not later than five (5) working days following one (1) regular Board meeting after receipt of appeal at the regular Board meeting.
6. If the decision of the Board of Education does not resolve the grievance to the satisfaction of the Association, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) days after the receipt of the decision which is being appealed.
7. Arbitration Procedure
 - a. Selection of Arbitrator

The Board and the Association shall attempt to agree on the arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within ten (10) calendar days of the date that the request for arbitration is received, then the parties shall jointly request that the Public Employment Relations Commission submit a list of five (5) names of qualified arbitrators. Upon receipt of the list, the Association shall strike two names, the Board two names and the remaining arbitrator on the list shall then be designated as the arbitrator to hear the grievance.

b. Rights, Duties and Jurisdiction of Arbitrator

- 1) Before the submission of a grievance to arbitration, each party shall, in writing, set forth the issue or issues to be determined and/or considered by the arbitrator.
- 2) Arbitrator must be limited to a consideration of the issues presented.
- 3) Arbitrator can neither alter, modify, add to, nor subtract from any of the provisions of the agreement.
- 4) The determination of the arbitrator must be limited to the expressed terms and/or conditions of the agreement, which are the subject of grievance.
- 5) Notwithstanding any provision of this agreement to the contrary, the arbitrator shall assume no jurisdiction over any dispute arising out of any provision of this agreement which may quote, paraphrase or otherwise pertain to any local, county, state or federal law or legislative regulations, the Constitution of the State of New Jersey or the United States or any right arising therefrom; any question or negotiability; or any unfair labor practice; nor shall the arbitrator be empowered to hear any grievance concerning the non-renewal of a member; or disciplinary actions limited to an oral reprimand.
- 6) The decision of the arbitrator shall be binding upon both parties.

c. Costs

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

C. Rights of Members to Representation

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

D. Miscellaneous

1. If in the judgment of the Association a grievance affects a group of members, the Association may submit such grievance in writing to the Superintendent directly. The Association may process such a grievance providing the complaint is signed by the members claiming to be aggrieved.

2. Unless otherwise mutually agreed, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore mentioned in this Article.

ARTICLE IV

RIGHTS AND PRIVILEGES

- A. Pursuant to NJSA 34:13A-1 *et seq*, the Board hereby agrees that every member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by NJSA 34:13A *et seq* or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any member with respect to hours, wages or any terms or conditions of employment by reason of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. No tenured member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure within set forth. Nothing in this Article IV nor elsewhere in this agreement shall be interpreted so as to restrict or interfere with the evaluation function including decisions to grant or withhold salary increases or to reemploy any member.
- C. Whenever any member is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that member in his/her office, position, or employment, or the salary, or any increments pertaining thereto, the member may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent during such meeting or interview if he/she so desires.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to provide to the Association in response to reasonable requests access to all available public information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations and all other information that is a matter of public record.

- B. When any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings they will suffer no loss in pay.
- C. Representative of the Association, shall be permitted to transact official Association business on school property at all reasonable times with official approval, provided that there is no interruption of the normal school program.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the principal and Superintendent during the normal working hours of a custodian. Any costs incurred because of custodial overtime shall be borne by the Association.
- E. The Association shall have the right to use school facilities and equipment at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to use the inter-school mail facilities and the school mailboxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail. The Association shall not utilize inter-school mail deliveries for the distribution of material relating to candidates seeking public office.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of its member and to no other organizations.

ARTICLE VI

EMPLOYMENT

- A. Each member shall receive a salary, in accordance with Article XVII.
- B. Non-tenured members employed since the prior September 30th shall be notified of a recommendation for renewal or non-renewal in the time, and in the manner, provided by law. Non-tenured members employed after the previous September 30th shall be notified of renewal or non-renewal by June 1st.
- C. Members with tenure status shall receive notification of continuous employment for the forthcoming year by June 1.
- D. Payment of Salaries
 - 1. Members, as defined in Article I, may individually elect to have increments of \$10 of their base salary deducted on a semi-monthly basis and deposited in the Central Jersey Federal Credit Union for the member's account. A member who elects to discontinue the withdrawal on a 30-day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be

provided by the credit union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the credit union or for any deduction made by the Board of Education pursuant to this paragraph.

- 2. Members shall be paid on the fifteenth or the last workday before the fifteenth of each month and the last workday of the month.
- 3. When a payday falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous workday.

E. Work Year

1. The work year shall be as specified in the work year designation contained herein. The Association shall have the right to make suggestions regarding the school calendar prior to the adoption of the school calendar by the Board. The twelve-month work year includes all days that the Central Office is scheduled to be open.

2. Work Year Designation

- a. Principal, Assistant Directors, Supervisor, Assistant Principals, unless Otherwise noted. (July 1 – June 30) 12 months
- b. Middle School Assistant Principal (September 1 – June 30 plus 10 days July 1 – August 31) 10.5 months

The scheduling of the ten (10) additional days will be determined for each individual Middle School Assistant Principal each year based upon the recommendation of the Middle School Principal and the approval of the Superintendent.

The work year for Middle School Assistant Principals shall be from September 1 to June 30 in accordance with the Central Office work schedule, plus ten (10) days between July 1 and August 31.

The scheduling of the Middle School Assistant Principal work days during the months of July and August shall be completed not later than May 1st each year.

- c. Department Chairperson 200 days (September 1 – June 30 Teacher Calendar plus 14 days)

Any of the fourteen (14) days that are not utilized between September and June may be scheduled during July and/or August.

The scheduling of the fourteen (14) additional days will be determined for each individual chairperson each year based upon the recommendation of the High School Principal and the approval of the Superintendent.

The scheduling of department chairperson work days during the months of July and August shall be completed not later than May 1st of each

Any required work days beyond 200 will be compensated at the rate of 1/200 of the annual salary per day.

3. Snow Days

Whenever the Central Office is open on days when the students are off due to inclement weather, the administrative and supervisory staff shall also report for duty.

ARTICLE VII

ASSIGNMENT

- A. Except in cases of emergency all members will be given written notice of change of assignments and building assignments for the forthcoming year not later than April 30.
- B. No member will be permitted to hold a position, which requires the evaluation of a member of his/her immediate family. Exceptions due to extenuating circumstances may be approved by the Superintendent.

ARTICLE VIII

TRANSFERS AND REASSIGNMENTS

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

- D. Decisions regarding transfers shall not be subject to the grievance procedure set forth herein.

ARTICLE IX

PROMOTIONS AND VACANCIES

- A. A promotional position shall be defined as any position on the administrative/supervisor level of responsibility.
- B. All vacancies in promotional positions including those programs funded by the federal government shall be adequately publicized in accordance with the following procedure:
 - 1. A notice shall be posted in each school as far in advance as is practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Members who desire to apply for such vacancies shall submit their applications in writing to their immediate supervisor and to the Superintendent within the time limit specified in the notice and acknowledgement shall be given to all such applicants.
 - 2. Applications shall be kept on file for the remainder of the school year in the Superintendent's Office for continual consideration for similar vacancies unless the office is notified, in writing, by an applicant that the application is to be withdrawn.
- C. Qualifications for any position, its duties and the rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.
- D. All qualified members shall be given adequate opportunity to make application, and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In such vacancies, prior consideration shall be given to qualified members already employed by the Board.

ARTICLE X

EVALUATION

- A. All monitoring or observation of the work performance of a member shall be conducted openly and with the full knowledge of the member.
- B. Members shall be evaluated only by personnel certified by the New Jersey State Board of Examiners to supervise instruction.

- C. Members shall be consulted in devising criteria for evaluation, evaluating the validity of those criteria currently in use and making yearly recommendations for changes to the Superintendent of Schools.
- D. A member will be given a copy of written observations or of evaluation reports prepared by his evaluators, at least two (2) days before the day of the scheduled conference. No such report shall be placed in the member's file or otherwise acted upon without prior conference with the member unless the member chooses not to have such a conference. The member shall have ten (10) calendar days to submit comments regarding the observation/evaluation which shall be permanently attached and kept in the member's file.
- E. One file shall be used for the permanent retention of information pertaining to a member's professional performance. All material pertaining to a member's professional performance accumulated during the period from one final evaluation to the next shall be forwarded to the permanent file after the completion of the last final evaluation.
- F. A member shall have the right, upon request, to review contents of his/her personal file, with the exception of confidential references, in the presence of the Superintendent or his designated representative.
- G. No material derogatory to a member's conduct, service, character, or personality shall be placed in his/her personal file, unless the member has had an opportunity to review the material. At least once every year, until tenure and every two (2) years thereafter, a member shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the discretion of the Superintendent, they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such materials which answer shall be reviewed by the Superintendent or designee and attached to the file copy.
- H. Any complaints regarding a member made to the Administration by any teacher, parent, student or other person which are used in any manner in evaluating a member shall be promptly investigated and called to the attention of the member within ten (10) working days of the complaint unless unusual, extenuating circumstances exist, that are not under the control of the Superintendent.

ARTICLE XI

LEAVES OF ABSENCE

- A. **Sick Leave**
 - 1. Members shall be allowed sick leave as follows:

- | | | |
|----|---------------------------------|------------------|
| a. | 12 month employees | 12 days per year |
| b. | 10.5 month employees (210 days) | 11 days per year |
| c. | 10 month employees (200 days) | 11 days per year |

All sick days not utilized shall be accumulative.

2. Sick leave is defined as absence from duty because of personal disability due to illness, injury or quarantine for communicable disease.
3. It shall be the obligation of the members to certify that the absence resulted from personal illness. Upon request, the member shall present a physician's certificate of illness to the Superintendent.

B. Vacation

Vacations for Twelve Month Employees

1. Twenty (20) days per year (July 1 – June 30), prorated for less than a full year of employment.
2. Vacation days shall not be taken on days when the schools are open for students unless approved by the Superintendent.
3. Requests for the use of vacation days are subject to the approval of the Superintendent.
4. The per diem rate shall be 1/260 of the annual salary.
5. Vacation requests for the following year shall be submitted by June 30.

C. Holidays

1. The schedule of holidays for 12-month and 10.5-month personnel shall be those as per the Central Office calendar that is established each year. However, there shall not be less than fourteen (14) days per year for 12-month employees and not less than thirteen (13) days for 10.5-month employees. During the period from September 1 to June 30 the holiday schedule shall also apply to 10.5-month personnel.

D. Temporary Leaves

1. Death In Immediate Family

Members shall be allowed up to three (3) working days absence without loss of pay in case of death in the immediate family. "Immediate family" is interpreted to include father, mother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents or other relative making his or her home with the family of the employee. Unused leave of this kind shall not be cumulative. On

request and for good and sufficient reason, the Superintendent may grant up to two (2) additional days.

2. Funeral Of A Relative

One (1) working day is allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the member.

3. Personal or Emergency

Members shall be granted leave with full pay in addition to sick leave and death in the family not to exceed six (6) days for 12-month members and five (5) days for members with a work year of less than twelve (12) months pursuant to provisions of a. and b. below. Such leave shall not generally be granted on the day immediately before or after a school holiday, vacation or during the first or last week of school unless good and sufficient reason is provided. Documentary evidence of reason for such absence shall be submitted when requested by the Superintendent or designee.

- a. Unused leave of this kind shall be cumulative as sick leave.
- b. Other requests may be granted in the sole judgment of the Superintendent of Schools, but with loss of pay at the daily rate.

E. Maternity Leave

- 1. Maternity leave shall commence and terminate upon written request of the member/and the concurrence of the Board. Said written request for “Maternity Leave” shall be made when the member becomes aware of her pregnancy. Such leave shall take the following factors into consideration:
 - a. medical certification of the commencement and termination of said maternity leave from member’s physician;
 - b. the reasonableness of dovetailing staff changes with the school calendar;
 - c. in accordance with applicable laws and regulations.
- 2. “Maternity Leave” may be extended at the discretion of the Board and upon the request of the member beyond the medically certified period of temporary leave for a period approved by the Board.

F. Child Care Leave

- 1. The Board shall grant upon receipt of a written request a Child Care Leave to extend to the end of the member’s contract or school year, whichever is

applicable. Said written request for “Child Care Leave” shall be made as soon as possible.

2. Such leaves shall take the following factors into consideration:
 - a. utilization of sick leave benefits as outlined in Section A of this Article may immediately precede the commencement of said leave;
 - b. the reasonableness of dovetailing staff changes with the school calendar;
 - c. said child care leave shall be granted in accordance with applicable laws and regulations.
3. “Child Care Leave” shall be without pay for the period outside the period of sick leave as may be medically certified.
4. “Child Care Leave” shall be extended, if requested by a tenured member, for one (1) additional school year, if said leave was initially requested to commence during any prior school year.

G. Scholarship and Teaching Leaves

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

H. Leave of Absence Due To Illness In The Family

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the member’s immediate family. Additional leave may be granted at the discretion of the Board.

I. Military Leave

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

J. Other Leaves of Absence

Other leaves of absence may be granted by the Board.

K. Leave Benefits

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

ARTICLE XII

HOSPITALIZATION AND MEDICAL COVERAGE

A. The Board agrees to provide to all members and eligible dependents medical, dental and prescription insurance with benefit levels comparable to that provided to the teaching staff of the school district.

1. Clarification

Five (5) years of employment to qualify for PPO dependent coverage as per PTEA Article VII A.4. shall not be interpreted for administrators to mean five (5) years employed as an administrator, but five (5) years employed in the district.

2. Medical Insurance Waiver Option

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits, (medical, dental and prescription plan) as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies two thousand five hundred dollars (\$2,500) which shall be payable at the rate of one thousand two hundred fifty dollars (\$1250) in January and one thousand two hundred fifty dollars (\$1250) in July. Once an employee makes an election to waive insurance coverage, he/she may only return to insurance coverage during the year as a result of a life-changing event such as death of the insured or loss of insurance coverage by the insured. Employees hired during the year who elect not to take coverage, or employees terminating their employment prior to July 1 shall have the above payments prorated on a monthly basis for the number of months of employment.

The employee electing to waive health insurance must show proof of insurance through a family member.

B. Members under age 50 shall be entitled to one (1) physical examination every two (2) years not to exceed \$300 per examination.

- C. Members age 50 and over shall be entitled to one (1) physical examination each year not to exceed \$300 per examination.
- D. The Board of Education will compensate members for corrective lenses every year up to a maximum of \$350.

ARTICLE XIII

PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE XIV

GRADUATE STUDIES

The members shall be eligible to receive reimbursement of tuition cost for courses taken in a college or university pursuant to the following provisions:

- A. Courses must be approved in advance by the Superintendent and must be related to the administrative or supervisory position held by the member.
- B. Courses to be approved shall be those not required for full certification for the position held by the member.
- C. Members with tenure status shall be eligible for reimbursement for up to twelve (12) credits of study for each fiscal year.
- D. Non-tenured members shall be eligible for reimbursement for up to nine (9) credits of study each fiscal year, but only after one (1) year of satisfactory service in the school district.
- E. Reimbursement will be made for any amount up to the current tuition rate charged for courses taken at the Rutgers University Graduate School of Education.

- F. Reimbursement will be made when a member submits a receipt (or copy) of tuition paid and a copy of course credit issued by the college or university.

ARTICLE XV

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its members dues for the Piscataway Township Principals’/Supervisors’ Association, the Middlesex County Elementary Administrators, the Middlesex County Secondary Principals, the New Jersey Association of Elementary School Administrators, the New Jersey Association of Secondary Principals and Supervisors, the National Association of Elementary School Principals and the National Association of Secondary School Principals and Supervisors or any one or any combination of such associations as said member shall elect be made in compliance with NJSA 52:15-15.9e and under rules established by the State of New Jersey. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
- B. The Board has no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake, or loss in making said deductions.
- C. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. Meetings and Conventions
 - 1. State, County, Local

Members shall be permitted to attend subject to the approval of the Superintendent of Schools.
 - 2. Other
 - a. In any given year, one-third (1/3) of the members may attend conventions subject to the approval of the Superintendent or his designee.
 - b. In addition to 2.a. above, two (2) principals on the secondary and middle school level and three (3) on the elementary level may attend conventions

within the Continental United States. If the specified number of principals do not attend, other members may request permission to attend subject to the approval of the Superintendent or his designee.

B. Special Courses and Training Schools

The Superintendent may designate one (1) or two (2) members to attend training courses that upon completion would be beneficial to the system.

C. Expenses

Per diem and transportation costs as approved by the Superintendent of Schools will be advanced to the members before departure for approved conventions.

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

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

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

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

H. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and presented to all members now employed or hereafter employed by the Board.

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

1. If by Association to Board at :
1515 Stelton Road, PO Box 1332,
Piscataway, N.J. 08855-1332

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

J. Payment For Unused Sick Leave Upon Retirement

1. Effective July 1, 2006, one hundred ten dollars (\$110) per day for all days accumulated.
2. No payment shall be made upon deferred retirement.
3. Effective July 1, 2006, the maximum payment for unused sick leave upon retirement shall be twenty thousand dollars (\$20,000) for all employees except Aquila, Arvizu, Conway, Eycler, Jackey, Mammon, Regnaud, Tursi, and Youngs. The maximum payment for the employees specified herein shall be determined by multiplying the employee's accumulated sick leave days as of June 30, 2006, by one hundred dollars (\$100). The product shall become the employee's lifetime maximum payment. At the time of retirement the then current per day multiplier shall be multiplied by the accumulated sick leave days. The maximum amount payable to any employee specified herein shall not exceed the employee's lifetime maximum.
4. In the event of the death of a member while actively employed, payment for the unused sick leave shall be payable to the member's estate at the rate specified in J.1. and J.3.

K. Professional Associations

The Board of Education will reimburse each administrator the full cost of membership in one state and one national non-affiliated bargaining professional organization. Total payment for membership for each member shall not exceed five hundred dollars (\$500) per contract year.

ARTICLE XVII

SALARIES

- A. Base salaries for existing employees in each position represented herein shall be determined by the attached salary guides for the recognized position. The total salary of all members shall be determined by adding the basic salary to appropriate longevity, advanced degree or other "grandfathered" add-on amounts. All previously granted add-on salary amounts, other than those for longevity and advanced degree, shall continue without change for the period of this agreement but shall not be initiated or increased for any employee. Longevity and advanced degree add-on salary amounts shall be granted as described herein.
- B. Salaries for newly appointed members shall be established within the range of the attached salary guide with appropriate add-on amounts for longevity and/or advanced degree status.

C. The annual base salary of any member who is promoted will be increased by a minimum of \$1000 in addition to any adjustment for an increased work year. A change to a lower minimum/maximum position will result in a reduction of annual base salary of \$1000 in addition to any adjustment for a changed work year.

D. Reimbursement to a member for use of personal automobile for mileage outside of Piscataway will be made at the prevailing IRS rate. Reimbursement for travel within the district should be \$200 for members with single building responsibilities, and \$400 for members with multiple building responsibilities payable on December 15th each year.

E. Teaching Periods

Only the position of Department Chairperson shall be assigned teaching responsibilities.

F. Advance Degree Status

Members may submit proof of qualification for either MA+15, MA+30/6th year or Doctorate to become effective as of the next year.

| | |
|----------------------------------|--------|
| MA+15 | \$750 |
| MA+30/6 th Year Level | \$1000 |
| Doctorate | \$2000 |

G. Longevity

1. Each member shall be entitled to the appropriate longevity increment added to the annual salary as of July 1 or September 1 of each year after completion of the appropriate number of full consecutive years of employment in Piscataway Township Schools.

| <u>Consecutive Years of Service</u> | <u>Longevity Increments</u> |
|-------------------------------------|-----------------------------|
| 10 | \$ 750 |
| 15 | \$1,000 |
| 20 | \$1,250 |
| 25 | \$2,250 |
| 30 | \$3,250 |

A year of service shall mean the full ten-month school year for individuals who were employed on a ten-month contract or the full twelve-month school year for individuals who were employed on a twelve-month contract.

I. Vacation Days

Upon the approval of the Superintendent, up to ten (10) unused vacation days per year may be redeemed at the per diem rate of compensation.

- J. The parties agree to examine and consider, without obligation, various tax deferred options for payment of unused sick leave upon retirement.

SALARY GUIDES

PRINCIPALS

| <u>Step</u> | <u>Elementary</u> | | <u>Middle School</u> | | <u>High School</u> | |
|--------------------|--------------------------|---------------------|-----------------------------|---------------------|---------------------------|---------------------|
| | <u>05-06</u> | <u>06-07</u> | <u>05-06</u> | <u>06-07</u> | <u>05-06</u> | <u>06-07</u> |
| 0 | 94,082 | 95,608 | 100,354 | 102,149 | 129,623 | 132,671 |
| 1 | 97,218 | 98,108 | 104,535 | 104,649 | 131,714 | 135,171 |
| 2 | 101,399 | 101,378 | 109,762 | 109,009 | 133,805 | 137,351 |
| 3 | 105,058 | 105,739 | 114,989 | 114,460 | 135,896 | 139,532 |
| 4 | 111,330 | 109,554 | 119,170 | 119,910 | 137,986 | 141,712 |
| 5 | 116,295 | 115,595 | 121,783 | 124,270 | 140,077 | 143,892 |
| 6 | 118,386 | 121,273 | 123,874 | 126,996 | 142,168 | 146,072 |
| 7 | | 123,453 | | 129,163 | | 148,238 |

ASSISTANT PRINCIPALS

| <u>Step</u> | <u>High School</u> | | <u>Middle School</u> | |
|--------------------|---------------------------|---------------------|-----------------------------|---------------------|
| | <u>05-06</u> | <u>06-07</u> | <u>05-06</u> | <u>06-07</u> |
| 0 | 88,855 | 90,158 | 82,583 | 86,617 |
| 1 | 94,082 | 92,658 | 85,719 | 89,117 |
| 2 | 98,263 | 97,708 | 89,639 | 92,387 |
| 3 | 102,444 | 102,469 | 93,036 | 96,475 |
| 4 | 106,626 | 106,829 | 96,818 | 100,018 |
| 5 | 110,807 | 111,189 | 100,899 | 103,961 |
| 6 | 112,898 | 115,550 | 103,490 | 108,217 |
| 7 | | 117,730 | | 110,919 |

SUPERVISORS

| <u>Step</u> | <u>10 Month + Supervisors</u> | | <u>12 Month Supervisors</u> | | <u>Department Chairperson</u> | |
|--------------------|--------------------------------------|---------------------|------------------------------------|---------------------|--------------------------------------|---------------------|
| | <u>05-06</u> | <u>06-07</u> | <u>05-06</u> | <u>06-07</u> | <u>05-06</u> | <u>06-07</u> |
| 0 | 80,492 | 81,437 | 88,437 | 89,722 | 74,847 | 75,551 |
| 1 | 82,583 | 83,937 | 92,618 | 92,222 | 76,833 | 78,051 |
| 2 | 85,719 | 86,117 | 96,172 | 96,182 | 79,760 | 80,122 |
| 3 | 88,855 | 89,387 | 100,092 | 100,288 | 82,687 | 83,174 |
| 4 | 93,036 | 92,658 | 104,535 | 104,376 | 86,555 | 86,226 |
| 5 | 99,596 | 97,018 | 107,671 | 109,009 | 92,618 | 90,260 |
| 6 | 101,686 | 103,858 | 109,762 | 112,279 | 94,709 | 95,082 |
| 7 | | 106,039 | | 114,460 | | 98,762 |

ARTICLE XVIII

ADMINISTRATION LIAISON

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

ARTICLE XIX

DURATION OF AGREEMENT

A. Period

This Agreement shall be effective from July 1, 2005 and shall continue in effect until June 30, 2007 subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Ratification

The terms of this Agreement are set forth in this document. Ratification was made by the Piscataway Township Principals'/Supervisors' Association on July 18, 2006.

President: _____

Vice-President: _____

By the Piscataway Township Board of Education on July 20, 2006.

Chairman of Negotiation Committee _____

Board Secretary _____