

**AGREEMENT****between the****SOUTH BRUNSWICK BOARD OF EDUCATION****and****SOUTH BRUNSWICK ADMINISTRATORS'  
ASSOCIATION****July 1, 1993****through****June 30, 1996**

## **PREAMBLE**

This Agreement is entered into this 1st day of July, 1993 by and between the Board of Education of the Township of South Brunswick, New Jersey, hereinafter called the "Board" and the South Brunswick School Administrators' Association, South Brunswick Township, New Jersey, hereinafter called the "Association".

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

**A. Deadline Dates**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of administrators' employment. The President of the Board and/or his/her designee and the President of the Association shall determine the time, date, and place of the first negotiations meeting according to the regulations of PERC. Negotiations shall begin no later than one hundred twenty (120) days before the submission of the annual school budget to the public.

**B. Negotiation Team Authority**

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The representatives of both parties shall be empowered to make proposals, consider proposals and make counterproposals in the course of negotiations within the predetermined limits prescribed by the respective parties.

**C. Exchange of Information**

The Association shall have access to all available information concerning the financial resources of the District.

**D. Agreements**

As tentative agreements are reached, these shall be reduced to writing, dated and initialed by the spokesman for each group.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a claim by an administrator or a representative of an administrator that an allegation of a specific provision of this contract has been violated or an improper application, interpretation or violation of Board policy, State statute or administrative decisions, 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, or
- b) the Board and/or Administrative officers are without authority to act, or
- c) a complaint of any employee represented by the Association in a nontenured position which arises solely by reason of his being not employed, reemployed, retained or continued in that position.

As used in this definition, the term Administrator shall also mean a group of Administrators having the same grievance.

**B. Rights of the Aggrieved**

Any individual employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with him, a representative of the Association will have the option of being present.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**C. Procedure**

3. The employee may appeal the supervisor's decision to the Superintendent of Schools within a period of ten (10) work days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days, the Superintendent shall communicate his decision in writing to the employee and the supervisor.
4. If the grievance is not resolved to the employee's satisfaction within ten (10) work days, he may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. In the event that the Board decides not to hold a hearing, the Board shall render a decision in writing within fifteen (15) calendar days of receipt of the request. In the event a hearing is held, said hearing shall be scheduled within thirty (30) calendar days from the receipt of the request and render a decision in writing within thirty (30) calendar days from the date when the hearing is complete.

**ARTICLE IV**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

**1. Accumulative**

- a) All full-time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.
- b) Bargaining unit members newly employed after the beginning of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.
- c) Any administrator who has completed fifteen (15) years of service in South Brunswick, upon retirement from the District will receive payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be for fifty percent (50%) of the eligible days at the rate of \$75.00 per day.

**B. Temporary Leaves of Absence**

All full-time administrators shall be entitled to the following leaves of absence with pay during each school year:

**ARTICLE IV**  
**LEAVES OF ABSENCE**

**B. Temporary Leaves of Absence**

**3. Personal**

- d) Unused personal leave days for each year shall be converted to sick days and added to the administrator's accumulated sick leave at the end of each school year.

**4. Legal Proceedings**

Time necessary for appearances in any legal proceedings connected with the school system or involving a South Brunswick student which the administrator is required or requested to attend shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be a witness in court. Those regular employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

**ARTICLE VI**  
**SABBATICAL LEAVE**

All persons included in this proposal may be entitled to be granted a sabbatical leave for study or other reasons valuable to the school system subject to the following conditions:

**A. Duration**

A sabbatical leave shall be for one (1) full year at seventy-five (75%) percent of salary.

**B. Eligibility**

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

**C. Limitations**

No more than one (1) administrator included in this Agreement shall be granted sabbatical leave during any school year. The Superintendent may determine that additional leaves would be of benefit to the school system.

**D. Temporary Vacancies**

When an administrator is granted a sabbatical leave, his position and all other administrative positions in the school system will be filled during such leave unless it is determined by the Superintendent and the Principal of the building concerned, that it is inappropriate to fill the position during the person's absence. The Superintendent of Schools shall be responsible for the development of appropriate rules and regulations to implement this Article.



## **ARTICLE VII**

### **VACATIONS**

#### **B. Unused Vacation Days**

1. An employee who resigns, or is subject of a reduction in force, or is discharged, or retires, or who is transferred to a non-unit position shall receive cash payment for those unused vacation days accumulated under the terms of B.3. below.
2. An employee who dies shall have payment for his unused vacation days given to his estate.
3. An employee is entitled to receive cash payment for only those unused vacation days accumulated up to and including June 30, 1983. Any vacation time accumulated thereafter shall not be added to the accumulated vacation days earned prior to July 1, 1983, for purposes of cash payment in accordance with paragraph B.1. and B.2. as stated above.
4. For the purpose of payment under B.1 and 2. above, the parties agree that the list of days attached as Appendix 2 reflects the agreed upon number of accumulated vacation days as of June 30, 1983. It should be noted that while the days listed in Appendix 2, the totals may fall below that amount based upon the number of vacation days used in future years in excess of the amount credited on the first of July in any year.

## **ARTICLE VIII**

### **ADMINISTRATIVE VACANCIES**

#### **A. Notification**

Notices of administrative vacancies, including salary range, shall be sent to each administrator not less than ten (10) work days prior to the final date of application. In the event that an administrator wishes to file for any vacancy which may occur during a leave of absence, said administrator shall notify the Superintendent of Schools of said interest and the type of position for which application would be made. The Superintendent of Schools shall make every effort to notify the person of an existing vacancy.

#### **B. Application**

Applicants for administrative positions within the district shall be given consideration for any position for which application is made, including an interview with the appropriate personnel. Unsuccessful applicants from within the district shall be notified in writing.

**ARTICLE IX**  
**PARTICIPATION PLAN**

**D. Procedure for Establishing Calendar**

A committee of five, two members chosen by the South Brunswick School Administrators' Association and three members chosen by the South Brunswick Education Association, will recommend a school calendar for the coming school year. One person from the Central Office Administration shall meet with the committee as a non-voting consultant. The first meeting will be set by the Superintendent before March 1st. By the first Monday of April, the committee will report its recommendations to the Superintendent of Schools for approval. Any change in the recommendations will be discussed with the committee by the Superintendent before adoption by the Board of Education. The school calendar will be adopted no later than the first regular Board meeting in May.

**E. Professional Development**

The Board of Education shall provide annually an amount equal to \$1100 per administrator for professional development programs selected by the individual staff members. The amount for professional development shall be increased to \$1,200 for the 1995-96 school year. This sum may be pooled by the administrators so that additional money would be available for individuals to more fully subsidize actual costs. Administration of the pool shall be the responsibility of the Association. Vouchers authorizing payment must be signed by the secretary of the Association before processing of payment will begin. Approval to attend a professional development program must be received in advance from the Superintendent of Schools. Approval to attend shall not be unreasonably denied.

**ARTICLE X**  
**RIGHTS OF BOARD**

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign and retain employees in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees.
  2. to abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause (18A:29-9).
  3. to maintain the efficiency of the school district operations entrusted to them.
  4. to determine the means by which such operations are to be conducted and,
  5. to take whatever action may be necessary to carry out the mission of the school district in situation of emergency.
  6. to withhold the increment (increase in salary) of any administrator for inefficiency or other just cause in accordance with N.J.S.A. 18A:29-14.

The rights of the Board shall include, but not be limited to, the provisions set forth in this Article.

## **ARTICLE XI INSURANCE**

The Board of Education shall provide for employee insurance program as follows:

**A. Blue Cross/Blue Shield - Rider J and Major Medical**

This shall consist of the 14/20 series and will cover the employee's family where appropriate. This insurance to be provided through the New Jersey Health Benefit Program or its equivalent.

**B. Dental Insurance**

1. Effective July 1, 1991, the Board shall contribute a maximum of \$500 each year, where applicable, for a family dental plan.
2. If the cost of family dental over and above a single plan exceeds the foregoing limits, the employee shall bear the additional cost.

**C. Blue Cross Pharmacy Plan**

Effective July 1, 1993, the prescription co-pay for brand name is \$5, generic \$3 and \$0 through the mail order program.

**D.**

Effective July 1, 1993, unit members whose official employment commences on or after July 1, 1993, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels.

**E. Retiree's Insurance**

1. Effective July 1, 1986, an employee retiring from the District shall be eligible to purchase existing prescription and/or the dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.

**ARTICLE XI**  
**INSURANCE**

**F. Extended Disability**

**1. Total Disability**

- b) wholly prevents the employee from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c) The employee must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

**2. Eligibility**

- a) Extended total disability benefits shall be payable to all full time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b) Benefits shall not be available to any employee who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c) Benefits shall also not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.

**ARTICLE XI**  
**INSURANCE**

**F. Extended Disability**

**3. Benefits**

- b) (2) Ten month employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
- (3) Payments shall be made at the rate of sixty-seven (67%) of employee salary subject to the limitations of e. below, at the time disability began except that there shall be a three thousand-four hundred (\$3,400) dollar monthly limit on payments under this section.
- c) The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month. The maximum number of months that benefits shall be payable is twenty-four (24).
- (d) In no case shall benefits be payable concurrently with payments received by an employee for retirement under the Social Security Program or any State employees' or teachers' pension plan.

**ARTICLE XII**  
**ENROLLMENT PLAN**

Children of full-time, tenured administrators shall be entitled to enroll in the South Brunswick School District according to the district's open enrollment policy. The administrator shall be required to pay 20% tuition. A schedule of payments shall be established by the Administration.

**ARTICLE XIII**  
**LEGALITY OF AGREEMENT**

This Agreement shall be binding upon the Board and the Association to the extent permitted under the laws of the State of New Jersey and the United States.



**APPENDIX 1**  
**1993-94 SALARY GUIDE**

<b>Years of Administrative Experience Completed</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
<b>High School Princ.</b>	\$88,275	\$86,275	\$83,775	\$80,775	\$77,725	\$73,275	\$68,275
<b>Mid. School Princ.</b>	\$85,275	\$83,275	\$80,775	\$77,775	\$74,725	\$70,275	\$65,275
<b>Elementary Princ.</b>	\$82,275	\$80,275	\$77,775	\$74,775	\$71,725	\$67,275	\$62,275
<b>HS/MS Asst Princ.</b>	\$79,275	\$77,275	\$74,775	\$71,775	\$68,725	\$64,275	\$59,275
<b>Elem. Asst Princ.</b>	\$76,275	\$74,275	\$71,775	\$68,775	\$65,725	\$61,275	\$56,275

**APPENDIX 1**  
**1994-95 SALARY GUIDE**

<b>Years of Administrative Experience Completed</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
<b>High School Princ.</b>	\$91,075	\$89,075	\$86,575	\$83,575	\$80,075	\$76,075	\$71,075
<b>Mid. School Princ.</b>	\$88,075	\$86,075	\$80,575	\$80,575	\$77,075	\$73,075	\$68,075
<b>Elementary Princ.</b>	\$85,075	\$83,075	\$80,575	\$77,575	\$74,075	\$70,075	\$65,075
<b>HS/MS Asst Princ.</b>	\$82,075	\$80,075	\$77,575	\$74,575	\$71,075	\$67,075	\$62,075
<b>Elem. Asst Princ.</b>	\$79,075	\$77,075	\$74,575	\$71,575	\$68,075	\$64,075	\$59,075

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

**SOUTH BRUNSWICK BOARD OF  
EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**SOUTH BRUNSWICK ADMINISTRATORS  
ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date