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A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK
COUNTY OF MIDDLESEX, NEW JERSEY

and

SOUTH BRUNSWICK SCHOOL ADMINISTRATORS ASSOCIATION

1006-05

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ARTICLE I. RECOGNITION

1. The South Brunswick Township Board of Education hereby
2. recognizes the South Brunswick School Administrators Association as the
3. exclusive representative in ~~collective negotiations~~ concerning the terms
4. and conditions of employment for all Principals and Assistant Principals, the
5. Director of Instructional Development, the Director of Instructional Activities,
6. and any Administrative Assistants employed by the Board.

ARTICLE II, PRACTICES

1. The Association recognizes its obligation to represent equally
2. all members of every negotiation unit, without regard to membership,
3. participation or association with any activities of the Association.

ARTICLE III, SCOPE OF NEGOTIATION

1. The parties agree to enter into collective negotiations concerning
2. grievance procedures and terms and conditions of employment in accordance
3. with Chapter 303, Public Laws 1968.

ARTICLE IV, NEGOTIATION PARTICIPATION

1. A. Board-Association Negotiation Committee: A Board-Association
2. Committee composed of members of the Board of Education and members of the
3. SBSAA shall be created to conduct negotiations in good faith.
4. B. Negotiating Representatives: Neither party in any negotiations
5. shall have any control over the selection of the negotiating representatives
6. of the other party.
7. C. Consultants: Each party may have consultants present during
8. negotiations. When mutually agreed upon, clerical assistance and consultants
9. shall be contracted by both parties; in such case the costs will be shared
10. equally by the Association and the Board.
11. D. Representatives of SBEA: Representatives of the South Brunswick
12. Education Association may be present at their option as observers at
13. negotiating sessions. These observers may be called upon by either party
14. or may request an opportunity to clarify a pertinent issue. This in no
15. way implies that SBEA representatives are to be a party to negotiations
16. between the Board and SBSAA.

ARTICLE V, NEGOTIATION PROCEDURES

1. A. Meetings:

2. 1. On or before September 30 of each year, the President of the
3. Board and the President of the Association shall determine the time, date
4. and place of the first negotiations meeting.

5. 2. Meetings to negotiate salary and fringe benefits shall begin
6. no later than November 15.

7. 3. Prior to the conclusion of each meeting, an agenda shall be
8. established in writing for the succeeding meeting, and matters not agendized
9. will not be discussed except by common consent.

10. 4. Special meetings can be established by either party within
11. 10 calendar days of receipt of a written request which specifies the agenda
12. for the meetings, and matters not agendized will not be discussed except by
13. common consent.

14. B. Exchange of Information: The Board agrees that the Association
15. shall have access to all available information concerning the financial
16. resources of the district together with information which may be necessary
17. for the Association to process any grievance.

18. C. Agreements:

19. 1. The Association and the Board will negotiate in a good faith
20. effort to reach agreement concerning the matters under discussion during
21. negotiation meetings. Any agreement so reached and approved by both
22. parties shall be reduced to writing and shall be signed by the Board
23. President and the Association President, after having obtained approval of
24. Board of Education and Association respectively.

25. 2. Any agreement shall be binding upon the Board and the
26. Association only to the extent permitted under the laws of the State of
27. New Jersey and the United States.

28. D. Impasse: In the event that the Board and the Association have failed
29. to reach agreement on all topics of negotiations, after genuine and sincere
30. efforts to negotiate, either the Board, the Association, or the two jointly,
31. may notify the Executive Director of the Public Employment Relations Commission
32. in writing that an impasse exists, and shall request the assignment of a
33. mediator, and follow the procedures and regulations as outlined in P.L. 303.

ARTICLE VI, SALARY AND FRINGE BENEFITS

1. A. Salary Compensation: The parties agree that the following compensation
2. plan shall be used to determine salaries:
3. 1. Compensation Plan. The South Brunswick School Administrator's
4. Compensation Plan consists of a base salary which shall be negotiated annually
5. and which shall be the same for all administrators covered in this agreement.
6. A number of percentage factors shall be applied to this base and their dollar
7. total, together with the base salary, shall comprise the administrator's
8. salary for that year. All salary increases are subject to annual approval
9. by the Board. Any increase in annual rate may be denied to any individual
10. in the event that he may perform unsatisfactorily as determined by his
11. immediate superior and the Superintendent of Schools, and after the performance
12. has been reviewed with the person concerned. Some of the factors to be
13. applied against the base are derived from statistical data appropriate to
14. each administrator. The remaining factor is performance/reward oriented
15. and shall be determined through a performance appraisal each year.
16. Whereas, the statistical factors are cumulative from year to year, the
17. performance factor is non-cumulative. The performance factor resulting
18. from an appraisal in one year shall be applied to the base for the
19. following year's salary. Thus, the Building Administrator's total
20. salary compensation shall be composed of (1) a "Contract Salary," the
21. amount of which is determined by applying the seven statistical factors
22. against the base salary and (2) a "Performance Salary," the amount of
23. which is determined by applying an annually earned factor against the
24. base salary.

25. 2. Factor Descriptions

26. (a) Training: This factor recognizes professional academic
 27. background and ranges from M.A. to Ed.D.

M.A. + 15	. . . . .	.04
M.A. + 30	. . . . .	.08
M.A. + 45	. . . . .	.12
Ed.S. or course work completion for Ed.D.	. . . . .	.16
Ed.D.	. . . . .	.20

28. (b) Teaching Experience: This factor recognizes professional
 29. teaching experience ranging from 3 - 7 years.

3	. . . . .	.01
4	. . . . .	.02
5	. . . . .	.03
6	. . . . .	.04
7	. . . . .	.05

30. (c) Administrative Experience: This factor recognizes
 31. administrative experience by increasing the factor annually with each
 32. year's experience up to ten years, and increasing the factor every five
 33. years thereafter.

0	. . . . .	.00
1	. . . . .	.02
2	. . . . .	.039
3	. . . . .	.057
4	. . . . .	.074
5	. . . . .	.090
6	. . . . .	.105
7	. . . . .	.119
8	. . . . .	.132
9	. . . . .	.144
10	. . . . .	.159
15	. . . . .	.165
20	. . . . .	.175
25	. . . . .	.185

34. (d) Number of Buildings Administered: This factor recognizes
 35. the differences in responsibility of administering one or two separate

35. school buildings or separate complexes.

1 Building . . . .	.05
2 Buildings . . . .	.07

36. (e) Hire-Fire Recommendations: This factor recognizes the
37. Building Principal's responsibility for hire-fire recommendations. All
38. assigned personnel (both professional and non-professional) shall be counted.
39. Assigned part time personnel who work at least three (3) hours daily shall
40. each be counted as one (1). Those assigned personnel who work less than
41. half-time (3 hours) shall not count.

Assigned Building Personnel

- (1) Full time professionals
- (2) Full time non-professionals
- (3) Half-time or more (prof. or non-prof.)

42. The total of 1, 2, and 3 times .003 shall indicate Factor 5 for any Building
43. Principal.

44. (f) Professional Personnel Supervision: This factor recognizes
45. the supervisory load that each building administrator carries for professional
46. personnel working in the building. Half-time personnel (3 hours daily) shall
47. each count as one (1). The portion of time spent by less than half-time
48. personnel in the building shall be totaled and rounded to the next higher
49. whole number.

Professional Personnel Supervised

- (1) Full time
- (2) Half-time
- (3) Less than half-time (total parts rounded to next higher whole)

50. The computed factor for supervision shall be determined by dividing the sum
51. of 1, 2, and 3, by the number of instructional assistants, and then

52. multiplying the quotient by .01.

53. Instructional assistants shall be defined as follows:

54. (1) All Principals, Assistant Principals, and Directors

55. of Instruction shall each count as one (1).

56. (2) Each Resource Teacher shall count as one-half (1/2).

57. (3) The total number of Department Coordinators shall

58. collectively count as one (1).

59. (g) All Others Supervised: This factor recognizes the administrator's

60. supervisory role for other assigned district paid employees who serve either

61. full or part time, and who have not been accounted for in either Factor 5

62. or Factor 6. All assigned personnel accounted for under Factor 7 shall

63. count as one (1), regardless of the amount of time spent in the building.

64. The computed factor shall be determined by dividing the total number of

65. all others supervised, by the number of administrators assigned to the

66. building, and then multiplying the quotient by .001.

67. (h) Performance Appraisal: This factor recognizes how well

68. the administrator is seen to be carrying out his responsibilities by his

69. immediate superior and the Superintendent. Criteria for the evaluation

70. shall be individually developed by each administrator and approved by the

71. Superintendent in terms of the administrator's own written plans for

72. improvement. The Administrator's Evaluation Procedure of August, 1973 shall

73. be used as the guide for the performance appraisal procedure. The factor

74. determined in June, for work completed on goals established for that year,

75. shall be applied against the negotiated base for the coming school year.

76. The performance factor shall be determined in multiples of 1% (.01) from

77. 0% (.00) to 10% (.10).

78. 3. Implementation: The parties agree to implement the Compensation

79. Plan for 1974-75 in the following way:

80. (a) A base salary of \$15,525 shall be established. Factors one
81. through seven (1-7) shall be applied against \$15,525 and added to the base
82. to establish the "Contract Salary" for each building administrator in
83. 1974-75.

84. (b) Total salary shall include Contract salary as determined
85. above plus performance appraisal as described in section "h" this article.

93. 4. Compensation Plan for Administrative Assistants.

a. The Plan.

The Administrative Assistant's Compensation Plan consists of a base salary which shall be negotiated annually and which shall be the same for all administrators covered in this agreement. A number of percentage factors shall be applied to this base and their dollar total, together with the base salary, shall comprise the Administrative Assistant's salary for that year. All salary increases are subject to annual approval. Any increase in annual rate may be denied to any individual in the event that he may perform unsatisfactorily as determined by his immediate superior and the Superintendent of Schools, and after the performance has been reviewed with the person concerned. Three of the factors to be applied against the base are derived from statistical data and two are determined annually from the nature and extent of contacts and activities and the depth and breadth of work knowledge required to carry out the functions for which the individual Administrative Assistant is responsible. The remaining factor is performance/reward oriented and shall be determined through a performance appraisal each year. The statistical factors are cumulative from year to year, but the remainder of the factors must be determined annually from established ranges in each factor category. The performance factor resulting from an appraisal in one year shall be applied to the base for the following year's salary. Thus, the Administrative Assistant's salary compensation shall be composed of (1) a "Contract Salary," the amount of which is determined by applying the three statistical factors and the two function factors against the base salary and (2) a "Performance Salary," the amount of which is determined by applying an annually earned factor against the base salary.

1. b. Factor Descriptions.

2. Factors 1, 2, 3 Training, Teaching Experience, and Administrative
3. Experience: These factors shall be the same as described for School Administrators.

4. Factor 4 Functions: This factor recognizes the various job functions
5. assigned annually. Each Assistant shall be rated individually by the
6. Superintendent on the basis of assigned responsibilities using the following
7. chart:

8.	<u>Function Categories</u>	<u>Factor Range</u>
9.	1. Administrative Council	.00 - .02
10.	2. Assessment, Supervision and Programing Grant Projects	.00 - .04
11.	3. Advisory Groups to the Superintendent	.00 - .02
12.	4. Board of Education	.00 - .04
13.	5. Committees	.00 - .03
14.	6. Community Groups	.00 - .02
15.	7. County, State and Federal Data Collection	.00 - .03

16. Factor 5 Functional Know-how: This factor recognizes the
17. quantitative and qualitative functional know-how necessary in carrying out
18. assigned responsibilities. The rating range is .00 - .04

19. Factor 6 Performance Appraisal: This factor shall be the same as
20. described for School Administrators.

21. c. Implementation.

22. The parties agree to implement the Compensation Plan for
23. Administrative Assistants for 1974-75 in the following way:

24. 1. Factors one through five (1-5) shall be applied against the
25. base salary of \$15,525 and added to the base to establish the "Contract Salary"
26. for each Administrative Assistant.

1. 5. Compensation for Richard Slaven

2. It is understood that the South Brunswick High School Principal,
3. Mr. Richard Slaven, is included in all terms of this agreement except for
4. the specific terms of Article VI, Section A, Salary Compensation.
5. Mr. Slaven's contract, Appendix A, with the Board is appended to and
6. becomes a part of this contract.

106. B. Sick Leave: Administrators shall be granted 12 days of sick leave
107. per year as of July 1, 1970. Any unused sick leave shall be accumulative.

108. C. Insurance: All insurance coverages provided by the Board for teachers
109. and other professional personnel will also be provided for all personnel
110. included in this agreement.

111. D. Vacations: All personnel included in this agreement shall be entitled
112. to one month's* vacation each year and all holidays which occur when school
113. is closed. A flexible work schedule shall be in effect during Christmas
114. and Easter vacations. All vacations shall be arranged in accordance with
115. the best interests of the school system.

116. * Vacations of one month, defined as 22 working days, shall be granted
117. to each employee covered by the agreement.

118. E. Sabbatical Leaves: All personnel included in this proposal shall
119. be entitled to be granted a sabbatical leave for study or other reasons
120. valuable to the school system subject to the following conditions:

121. 1. A sabbatical leave shall be for one (1) full year at half (1/2)
122. salary, or for half (1/2) a year or smaller fraction thereof at full
123. salary.

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

127. 3. No more than one or the equivalent of one of the personnel included
128. in this Agreement shall be granted sabbatical leave during any school year.
129. When more than one person is granted sabbatical leave within the limitations
130. set forth above, the total time granted is not to exceed six (6) months.
131. The Superintendent may determine that additional leaves would be of
132. benefit to the school system.

133. 4. When an administrator is granted a sabbatical leave, his position
134. and all other administrative positions in the school system will be filled
135. during such leave unless it is determined by the Superintendent and the
136. Principal of the building concerned, or solely the Superintendent for
137. Central Office positions, that it is inappropriate to fill the position
138. during the person's absence. The Superintendent of Schools shall be
139. responsible for the development of rules and regulations to implement this
140. policy.

ARTICLE VII, GRIEVANCE

1. A. Definition: A grievance shall mean a complaint by an employee that
2. there has been as to him a violation, misinterpretation, or mis-application
3. of a written policy, written agreement, or an administrative decision,
4. except that the term grievance shall not apply to any matter as to which
5. (a) a method of review is prescribed by law or by any rule or regulation of
6. the State Commissioner of Education, or (b) the Board and/or Administrative
7. officers are without authority to act, or (c) a complaint of any employee
8. represented by the Association in a non-tenure position which arises solely
9. by reason of his being not employed, re-employed, retained or continued in
10. that position. As used in this definition, the term employee shall*also
11. mean a group of employees having the same grievance.

12. B. Rights of the Aggrieved: Any individual employee represented by the
13. association shall be ensured freedom from restraint, interference, coercion,
14. discrimination, or reprisal in presenting his appeal. He shall have the
15. right to present his own appeal or to designate a representative of the
16. Association, or other persons of his own choosing to appear with him at
17. any step in the grievance procedure. Whenever he chooses to have

18. other persons to appear with him, the Association will have the option of
19. being present.

20. C. Grievance Notification: The Association shall be notified of all
21. grievances in advance of any grievance meetings in which any employees
22. represented by the Association are involved.

23. D. Procedure:

24. 1. An employee with a grievance shall first discuss it with his
25. immediate supervisor within thirty (30) calendar days from date party
26. becomes aware of grievance with the object of resolving the matter
27. informally, or the grievance shall be barred.

28. 2. If, as a result of the discussion, the matter is not resolved
29. to the satisfaction of the employee within five (5) school days, he shall
30. set forth his complaint in writing to his immediate supervisor, which
31. shall include the policy agreement for administrative decision which the
32. grieving party claims has been violated as to him/her. The supervisor
33. shall communicate his decision to the employee in writing within three(3)
34. school days of receipt of the written complaint.

35. 3. The employee may appeal the supervisor's decision to the Superintendent
36. of Schools. The appeal to the Superintendent must be made in writing and must
37. set forth the grounds upon which the grievance is based. The Superintendent
38. shall request a report on the grievance from the supervisor, shall confer
39. with the concerned parties, and, upon request, with the employee or supervisor
40. separately. He shall attempt to resolve the matter as quickly as possible,
41. but within a period of ten (10) school days. The Superintendent shall
42. communicate his decision in writing to the employee and the supervisor.

43. 4. If the grievance is not resolved to the employee's satisfaction,
44. he may request a review by the Board. The request shall be submitted in
45. writing through the Superintendent, who shall attach all related correspondence
46. and forward the request to the Board.

45. A committee of the Board shall review the grievance, hold a hearing with
46. the employee, and render a decision in writing within ten (10) school days of
47. receipt of the request.

48. 5. If the grievance is still not resolved to the satisfaction of the
49. aggrieved party, and the Grievance Committee of the Association feels the
50. grievance has merit, the grievance may be submitted to arbitration by a
51. written notice to the Board within ten (10) school days following receipt
52. of the Board's decision.

53. 6. Within ten (10) school days after such written notice of
54. submission to arbitration, the Board and the Grievance Committee shall
55. attempt to select a mutually acceptable arbitrator and shall obtain a
56. commitment from said arbitrator to serve. If the parties are unable to
57. agree upon an arbitrator or to obtain such a commitment within the
58. specified period, a request for a list of arbitrators may be made to the
59. American Arbitration Association for the selection of an arbitrator. If
60. the parties are still unable to agree upon an arbitrator, they shall request
61. the American Arbitration Association to appoint an arbitrator.

62. 7. The arbitrator so selected shall confer with the representatives
63. of the Board and the Grievance Committee and hold hearings promptly and
64. shall issue his decision not later than twenty (20) calendar days from
65. the close of the hearings, or if oral hearings have been waived, then from
66. the date the issues are submitted to him. The arbitrator's decision shall
67. be in writing and shall set forth his findings of fact, reasoning and
68. conclusions on the issues submitted. The arbitrator shall be without
69. power or authority to make any decision which requires the commission of
70. an act prohibited by law or which violates the terms of this agreement.
71. The decision of the arbitrator shall be submitted to the Board and the
72. Association and shall be final and binding on the parties.

73. 8. The costs for the services of the arbitrator, including per diem
74. expenses, if any, and actual and necessary travel, subsistence expenses
75. and the cost of the hearing room shall be borne equally by the Board and
76. the Association.

ARTICLE VIII, PARTICIPATION PLAN

1. A. Rights and Responsibilities: It shall be the right and responsibility
2. of the administrative staff to participate in the development of the
3. educational program and professional practices in accordance with the
4. procedures described in Board policy and/or rules and regulations. It
5. shall also be the right and responsibility of the administrative staff to
6. participate in the development and/or revision of policies or rules and
7. regulations or agreements to be negotiated which govern the development
8. of the educational program, student, professional and non-professional
9. personnel practices, determination of educational materials, and use of
10. school facilities. These policies and rules and regulations shall include
11. matters covered in the Board Policy Manual as well as any negotiated
12. agreements with other professional groups.

13. Since the authority and responsibilities of school administrators are
14. determined by state law, Board Policy and rules and regulations, said
15. authority and responsibilities are not subject to change through negotiated
16. agreements with employee groups.

17. Therefore: Negotiated contracts between the Board of Education and
18. employee groups shall contain no provisions which impinge upon the
19. authority and responsibility of school administrators as defined in board
20. policy, rules and regulations, and state statutes.

21. B. Definition of Participation: Participation shall mean taking part in
22. a collective development of policies through a sharing of ideas, considerations,
23. and concerns. Such participation could take place during the Fifth Monday of
24. Month Meetings, an appointed special committee, and Administration Council
25. Meetings.

26. C. Notification of Intention to Change Policy: The Board shall notify the
27. Association of its intention to change policies and/or rules and regulations
28. listed in the Board Policy Manual and other items listed in Part A at least
29. thirty (30) calendar days prior to action at a public Board meeting. Within
30. ten (10) calendar days of notification, the Association shall notify the Board
31. in writing whether or not it wishes to meet or consult with the Board on this
32. matter. If a meeting is desired by either party, it shall be held at least
33. 10 days prior to public action.

ARTICLE IX, MISCELLANEOUS

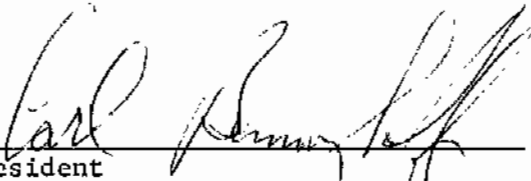
1. A. This Agreement incorporates the entire understanding of the parties on all
2. matters which were or could have been the subject of negotiation. During the
3. term of this Agreement neither party shall be required to negotiate with
4. respect to any such matter whether or not covered by the Agreement and whether
5. or not within the knowledge or contemplation of either or both of the parties
6. at the time they negotiated or executed this Agreement.
7. B. Any provision of this Agreement or any application of this Agreement to
8. any employee or group of employees is held to be contrary to law, then such
9. provision or application shall not be deemed valid and subsisting, except
10. to the extent permitted by law, but all other provisions or applications
11. shall continue in full force and effect.

ARTICLE X, DURATION OF AGREEMENT

1. A. This Agreement shall be effective as of July 1, 1974 and shall continue
2. in effect until June 30, 1975, subject to the Association's right to negotiate
3. over a successor agreement as provided in the Negotiations Procedure of
4. Article V, with the understanding that the dates mentioned there refer to
5. the year immediately preceding the expiration of this contract. It is
6. understood that such successor rights depend upon the continued certification
7. of the Association as the exclusive bargaining agent for the South Brunswick
8. Township School District unit set forth in Article I, such continued

9. certification being subject to the procedures established by the Public
10. Employment Relations Commission of the State of New Jersey. This Agreement
11. shall not be extended orally and it is expressly understood that it shall
12. expire on the date indicated.
13. B. In witness whereof the parties hereto have caused this Agreement to be
14. signed by their respective presidents, attested by their respective
15. secretaries.

For the Association




President

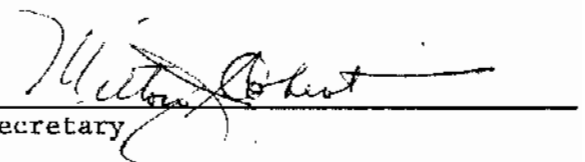


Secretary

For the Board



President



Secretary