

**AGREEMENT BETWEEN THE
BRIDGEWATER-RARITAN REGIONAL
BOARD OF EDUCATION
AND THE
BRIDGEWATER-RARITAN
SUPERVISORS' ASSOCIATION
JULY 1, 2011 – JUNE 30, 2013**

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PREAMBLE

This Agreement is entered into this 8th day of May 2013, by and between the Bridgewater-Raritan Regional Board of Education, Bridgewater, New Jersey, hereinafter called the "Board" and the Bridgewater-Raritan Supervisors' Association, hereinafter called the "BRSA."

ARTICLE I RECOGNITION

- A. Pursuant to NJSA 34:13A-1 through 21, the Board hereby recognizes the BRSA as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all administrators under contract by the Board as listed below:

Supervisors of (Instruction, Athletics, School Counseling, et. al.)
Director of Technology

Unless otherwise indicated, the title "administrator" when used in this agreement shall refer to all employees in the BRSA negotiating unit.

- B. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- C. If any provision of this Agreement or any application of this 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 as permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Nothing in this Agreement shall be construed as indicating that the BRSA or the Board waive their rights with respect to the future negotiability or non-negotiability of items of terms and conditions of employment with respect to successor agreements.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation for a successor Agreement not later than October 1 of the year the contract is to expire in accordance with NJSA 34:13A-1 through 21 in a good faith effort to reach agreement concerning the terms and conditions of administrators' employment. Any Agreement negotiated shall apply to the unit defined, be reduced to writing, be ratified by the BRSA, be adopted by the Board, and be signed by the BRSA and the Board.

- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms and conditions of employment existing prior to its effective date.

ARTICLE III GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by administrators that there has been misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting him/her. A grievance to be considered under this procedure must be initiated by administrators within ten (10) business office work days of the time the administrators knew or should have known of its occurrence.
- B. 1. It is agreed by both parties that these proceedings will be kept as formal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Grievance Levels

Level One

Any administrator who has a grievance shall discuss it first with an immediate superior in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion at Level One the matter is not resolved, the administrator may, within five (5) business office work days of the discussion conference, set forth the grievance in writing to the superior on the grievance forms provided. The superior shall communicate a decision to the administrator in writing within five (5) business office work days of receipt of the written grievance.

Level Three

The administrator, no later than five (5) business office work days after receipt of the superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the superior as specified above and the reasons for dissatisfaction with the decisions previously rendered. The Superintendent or a designee shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) business office work days. The Superintendent shall communicate a decision in writing with reasons to the administrator and the superior.

Decisions of the Superintendent in any matter excluded from the definition of a grievance heretofore shall be final and binding on all parties in interest and such decision shall neither be the subject of an appeal to the Board nor submitted to advisory arbitration. The parties expressly agree that consideration of such questions by the Superintendent is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances.

An administrator in order to process his/her grievance beyond Level Three must have the request for such action accompanied by the written recommendation for such action by the BRSA.

Level Four

If the grievance is not resolved to the administrator's satisfaction, the administrator, not later than five (5) business office work days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) business office work days to the Board. The Board shall review the grievance and shall, at the option of the Board or upon request of the administrator hold a hearing with the administrator and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

If the decision of the Board does not resolve the grievance to the satisfaction of the administrator and the administrator wishes review by a third party, the administrator shall so notify the Board through the Superintendent within ten (10) business office work days of receipt of the Board's decision.

Level Five

No claim by an administrator shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education, but not to the violation misinterpretation or misapplication of such rule or regulation, (c) any By-Law of the Board pertaining to its internal operation or (d) any matter which according to law is beyond the scope of Board's authority.

D. Procedure for Securing the Services of an Arbitrator

The-following procedure will be used to secure the services of an Arbitrator:

1. A request will be made to Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second roster of names.
3. If the parties are unable to determine, within ten (10) business office work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
4. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing nor subtract anything from the Agreement between the parties or any policy of the Board. The decision of the arbitrator shall be binding upon the parties when there is a claim by an employee, employees, or representatives of an employee or employees, that there has been misinterpretation, misapplication, or a violation of any of the provisions of the Agreement. Only the Board and the aggrieved and representatives shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) calendar days of the arbitrator's hearings.

E. Rights of Administrators to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by a representative selected or approved by the BRSA.

F. Costs

1. Each party shall bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

G. Grievances Against Administrators

1. Any administrator shall have the right to representation at any formal grievance step or any grievance involved against him/her. Any cost incurred as a result of such a grievance shall be borne by the Board.

**ARTICLE IV
VACATION AND HOLIDAYS**

- A. Administrators shall be entitled to 26 days vacation annually (July 1 to June 30).
- B. All vacation time must be taken within 24 months of the date earned. Vacation time not used within 24 months will expire.
- C. Vacation time will be scheduled in accordance with administrator's requests, in so far as this is possible, consistent with the needs and interest of the school district subject to the following provisions. However, all vacation time shall first be approved by the administrator's immediate supervisor, and then by the Superintendent:
 1. The administrators shall be available three (3) full work days following the close of school in June.
 2. A maximum of 25 vacation days are permitted between July 1 and August 31 inclusive.
 3. During the required in-service week – the third week in August – vacation time will not be permitted except under mitigating circumstances and with approval in advance by the Superintendent.
- D. Holidays shall be granted in accordance with the Board adopted calendar, but no less than 15 days annually.
- E. Accrued but unused vacation days will be paid to the administrator's estate at 1/240th of the annual salary should death occur while in active employment of the Board.
- F. Administrators submitting a written notification of their intent to retire at least six months prior to retirement shall be awarded additional vacation time. Administrators shall be awarded one vacation day for each month's notice they provide to the Board, to a maximum of twelve vacation days. The additional vacation time shall be payable upon retirement at the per diem rate of pay for the administrator.

**ARTICLE V
SICK LEAVE**

- A. All administrators are entitled to fifteen (15) sick leave days each school year with pay as of the first official day of the school year. Unused sick leave days shall accumulate from year to year with no maximum limit.
- B. All administrators who have exhausted their sick leave because of prolonged illness shall be entitled to extended unpaid leave pursuant to the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.
- C. The Board through administrative channels reserves the right to have the reason(s) for absence due to illness validated by medical evidence. As a general rule, such a request will not be made until after the third day of illness.
- D. The Board shall provide health-care insurance coverage as indicated in Article IX to any administrator granted a bona fide sick leave up to a maximum of one (1) year.
- E. Upon the termination of the employment of an administrator by retirement or deferred retirement as defined by TPAF, the Board shall compensate the administrator for unused accumulated sick leave upon the following basis:
 - 1. All unit members, hired prior to September 30, 1995 shall receive one (1) day for every three (3) days of unused accumulated sick leave to a maximum of ninety (90) days at 1/240th of the annual salary of the administrator at the time of retirement.
 - 2. All unit members, hired after September 30, 1995, shall be compensated by the Board for unused accumulated sick leave as follows: 1 day for every 3 days of unused accumulated sick leave to a maximum of 90 days at 1/240th of the annual salary of the employee upon the following basis:

One (1) day for every three (3) days of unused accumulated sick leave not to exceed the following amounts for a retiring administrator:

2011-2012	2012-2013
\$27,205	\$27,205

- 3. The Board shall deposit these monies into a tax-sheltered 403b or 457 plan. The administrator shall have the option of determining which plan(s) funds are deposited.
- 4. In the event of the death of a retirement or deferred retirement eligible administrator as defined by TPAF, the administrator's estate shall be paid their compensation for accumulated sick leave upon the basis of Section E of this Article.

- F. Sick Day: When the concept of sick leave banks for public employees becomes permissible by law, the members of the BRSA shall become eligible for the establishment of a sick leave bank.

ARTICLE VI TEMPORARY LEAVE OF ABSENCE

- A. Administrators may be granted temporary leaves of absence with pay, by the Superintendent of Schools/Assistant Superintendent, in cases of necessity.
- B. An administrator who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted a leave of absence with pay.
- C. If possible, forty-eight (48) hours notice shall be given by individuals requesting leave.
- D. The Superintendent of Schools, in the best interest of the school district, is empowered to deny any requests for temporary leaves of absence. Such denial may be appealed to the Board.

ARTICLE VII EXTENDED LEAVES OF ABSENCE

- A. Requests for leaves of absence without pay may be granted at the discretion of the Board upon recommendation of the Superintendent of Schools.
- B. All benefits to which an administrator was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored upon return, and the administrator shall be assigned within the scope of the administrator's certification as determined by the State Board of Examiners.
- C. Military leave without pay shall be granted to any administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- D. Leave of absence without pay will be granted to any tenured administrator for maternity upon written application by the employee to the Superintendent at least sixty (60) days prior to the date the leave is to commence. Such leave will terminate either at midyear or end of school year for administrators. Benefits for the period from July 1 to the commencement of school to be reimbursed to the Board, at discretion the Board, should employee not return as announced. The Board may require a statement from the employee's physician regarding the employee's physical condition. The maximum of any maternity leave will be two (2) years. Employees on leave shall notify the Board of intent to return by September 1st for mid-year returns and March 1st for end of year returns.

- E. Any tenured employee adopting an infant child may be granted a leave of up to a period of two (2) years. Such leave shall commence upon receiving the defacto custody of said infant, or earlier if necessary to fulfill requirements for adoption.
- F. Upon returning from leave granted to Article VII section C, administrators shall be considered as if actively employed by the Board during the leave and shall receive the salary at the level that would have been achieved if the employee had not been absent, and shall receive credit towards longevity. Administrators shall not receive increment credit for time spent on leave granted pursuant to section D and E of this Article.

ARTICLE VIII HEALTH CARE INSURANCE

- A. 1. The Board agrees for the duration of this Agreement it will provide individual and full family health-care insurance coverage for all employees in the defined unit working 25 hours per week or more. The Board shall provide insurance coverage through the School Employee Health Benefits Program ("SEHBP") including the SEHBP stand-alone prescription card, subject to the eligibility requirements set forth herein. The Board shall pay the full premium for all plans, subject to the contributions set forth herein.
- 2. All Administrators shall contribute to their health benefits in accordance with Chapter 78, or other applicable law.
- 3. All rules and regulations regarding the SEHBP shall be incorporated into this Agreement.
- B. The Board agrees to provide a family dental plan for all employees in the bargaining unit. Carrier will be determined by the Board. Benefits shall be substantially comparable to those detailed in the contract for group #7279 through the Delta Dental Plan of New Jersey. Orthodontic coverage will be added for dependent children under the age of 19. It will be reimbursed at 50% up to a lifetime maximum of \$1,500 per child.
- C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the BRSA. The retiree shall be responsible for all premium costs involved.
- D. The Board shall give written notification at the time of hiring to all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
- E. Healthcare insurance coverage shall remain substantially equal to or better than the current coverage.

F. Waiving of Medical Insurance

1. Employees who provide proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall be up to 25% of the amount saved by the Board. However, in no event shall the payment exceed five thousand dollars (\$5,000). Prior to making such an election, employees must provide evidence that they and their families, where appropriate, are covered by a medical insurance policy other than the policy provided by the Board. The Board shall provide a guarantee that the employees may re-enroll in the health plan if they lose their alternative health insurance. The Board shall file the proper petition to comply with applicable tax regulations. In the event there is a tax penalty, for the Board's failure to comply, the Board will assume financial responsibility and this provision shall become void.
2. Administrators electing to waive their medical insurance shall be eligible for orthodontic coverage for dependent children under the age of 19. Expenses will be reimbursed at 50% up to a lifetime maximum of \$1,500 per child.

ARTICLE IX REIMBURSEMENT FOR GRADUATE STUDY

- A. Administrators are eligible for reimbursement of 100% of the cost of accredited graduate courses based on the New Jersey State College tuition rates upon successful completion of courses related to their assignments. No more than six (6) credits per semester will be reimbursed when school is open and eighteen (18) credits is the maximum which may be reimbursed in one school year. In order to receive the reimbursement, an administrator must be in the employ of the Board at the time of payment of the reimbursement.

ARTICLE X RESEARCH AND DEVELOPMENT

A sum of money shall be established annually by the Board to provide for research and development projects. This money shall be used in part to provide reimbursement to administrators for completing special projects as authorized by the Board. From time to time, special projects may be advertised by the Board. Administrators may submit proposals for consideration, including a budget proposal and timelines, on forms provided by the Board. Projects will be awarded on a competitive basis and any compensation agreed to will be as a result of individual negotiations between the Board or its agent and the proposer. A presentation prior to the project as well as following completion of the project may be required. Once the completed project is accepted by the Board, payment will be made within a 60 day period.

Research and development projects may also be proposed by member(s) of the BRSA for the consideration of the Board. All provisions specified in the previous paragraph shall apply to such projects.

**ARTICLE XI
SALARIES**

- A. The salaries for all administrators covered by this agreement are set forth in the attached salary guides. These have been established for the period commencing July 1, 2011 and ending June 30, 2013.
- B. Individual salaries for the school years 2011-2012 and 2012-2013 are set forth in a confidential memorandum and are made part of this agreement.

Position	2011-2012	2012-2013
	Minimum	Minimum
Administrator	\$91,000	\$91,000

- C. 1. In the event that an administrator is promoted to a higher classification during the term of this agreement, compensation for the higher classification shall be negotiated between the Board and the BRSA and the administrator. Upon either party's request, a representative of the BRSA may be present. In no event will a change in classification result in a reduction in salary.

2. External candidates initial salary shall be negotiated solely between the candidate and the Board, however, no candidate (external or internal) will be placed below the BRSA Salary Minimum.

- D. Administrators shall be entitled to a one-time longevity stipend as follows:

- 1. Those Administrators who have earned longevity as of June 30, 2014 in the amount of \$4,251 shall remain at that amount.
- 2. Effective July 1, 2014, for those Administrators who have not obtained longevity as of that date, eligibility for longevity shall be based on total service in the District based on the following formula:

$$\text{Longevity} = (\text{Years of Service in the District through June 30, 2014} / 14) \times \$4,251$$

- 3. Any Administrator who is not employed by the District as an Administrator as of June 30, 2013, shall be ineligible for any longevity payment.

- E. The Board agrees to provide for a maximum of five (5) voluntary deductions from salary for tax sheltered annuity programs (403b or 457), plus Somerset County Teachers' Federal credit Union. Among the choices of tax sheltered annuity programs shall be those programs offered by the Vanguard and Fidelity Investment Companies.

ARTICLE XII
INSTRUCTIONAL LOAD/NON-SUPERVISORY DUTIES

- A. 1. The maximum number of classes that may be taught by an individual Supervising Chairperson shall be based upon the number of teachers that each chairperson supervises as follows:

Nineteen or more teachers: (0)

Fifteen through eighteen teachers (1)

Eleven through fourteen teachers (2)

Six through ten teachers (3)

2. By August 30, a list of teachers will be published for whom each Supervising Chairperson will have responsibility for formal evaluation. This number of teachers will determine the number of teaching periods assigned to each chairperson during the upcoming school year.

- B. **Class Coverage:** In accordance with the Job Description and the Annual Evaluation Criteria Form, the major responsibilities of BRSA members are considered to be primarily supervisory and administrative. Consequently, the activities of BRSA members should be devoted to achieve these ends not class coverage due to a lack of substitute teachers. However the use of Supervising Chairpersons and school based 6-12 supervisors should be considered only in extraordinary circumstances, limiting such coverage to emergencies on a specific day and only after the building administration has followed the established procedures to obtain coverage.

- C. **Non-Supervisory Duties:** The Board and the BRSA acknowledge that the primary responsibility of BRSA members is to supervise and direct district-wide programs.

Therefore, their energies should be utilized to this end. Administrators shall not be assigned to any duty coverage except in cases of an emergency.

ARTICLE XIII
MISCELLANEOUS

- A. No administrator shall be disciplined, reprimanded, reduced in rank or have his/her increment withheld without just cause. Any such action, asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.

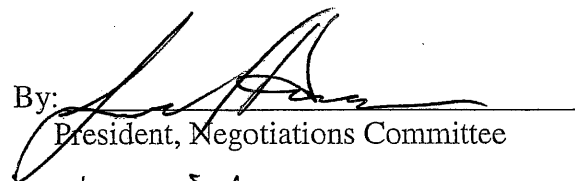
- C. Any contract executed between the Board and an individual administrator shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. Administrators who are required by job assignments to use their private cars on school business are entitled to reimbursement at the mileage rate established by the Board and for the cost of tolls and parking.
- E. Upon approval of the Superintendent, membership in one state and one national association shall be provided through budgeted funds for all members of the unit.
- F. The provisions of the Agreement shall be applied equally to all employees without discrimination as to handicap, age, sex, marital status, race, color, creed, national origin, religious or political affiliation. Both the Board and the BRSA shall bear responsibility for complying with this provision of the Agreement.
- G.
 - 1. Administrators shall be permitted to attend conventions annually according to Board Rule 4051.1-R.
 - 2. In the event that more than the allowable number of eligible administrators apply, the Superintendent shall make the final determination.
- H. The Board agrees to allow Flexible Spending Accounts (Section 125 Plan) Optional, tax-free accounts, funded via payroll deductions, which may be established for:
 - a. Medical expense (\$2,000 / year maximum)
 - b. Dependent Care (\$5,000 / year maximum)
- I. The Board agrees to furnish one copy of the agenda of all Board meetings preceding the meeting and one copy of Board minutes following Board approval.
- J. Any administrator shall have the right to representation and indemnification as provided for in Policy 4013.

**ARTICLE XIV
DURATION OF AGREEMENT**

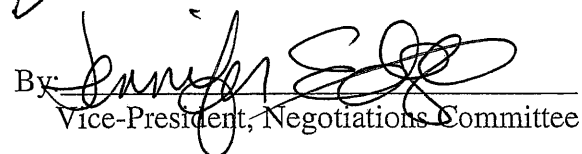
- A. This Agreement shall be effective July 1, 2011 through June 30, 2013.
- B. This Agreement constitutes a Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the proper officers and their seals to be affixed hereto the day and year first written above.

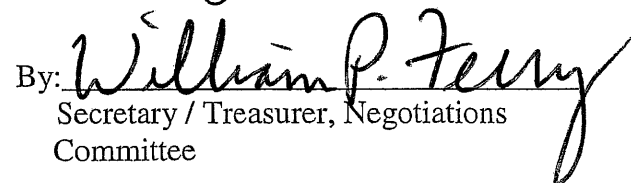
**BRIDGEWATER-RARITAN
SUPERVISORS' ASSOCIATION**

By: 

President, Negotiations Committee

By: 

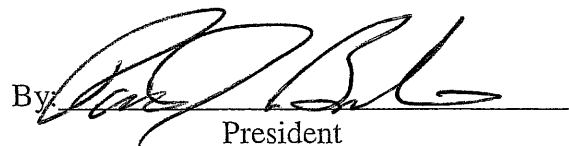
Vice-President, Negotiations Committee

By: 

Secretary / Treasurer, Negotiations
Committee

By: _____
Negotiations Committee

**BRIDGEWATER-RARITAN BOARD OF
EDUCATION**

By: 

President

By: 

Negotiations Chair

By: 

Board Secretary

