

4-1015
18-99

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN THE
BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION
AND THE
BRIDGEWATER-RARITAN PRINCIPALS' ASSOCIATION
JULY 1, 1971 - JUNE 30, 1972

ARTICLE I

RECOGNITION

- A. Pursuant to Chapter 303, Laws of 1968, the State of New Jersey, the Bridgewater-Raritan Regional Board of Education hereby recognizes the Bridgewater-Raritan Principals' Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all principals and directors under contract by the Board of Education as included herein:

High School Principals
Intermediate School Principals
Elementary School Principals
High School Vice-Principals
High School Assistant Principals
Intermediate School Assistant Principals
Directors of Elementary Education
Directors of Secondary Education

- 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 to the extent 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 Association 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 negotiations in accordance with Chapter 303, Public Law of New Jersey, 1968, in a good-faith effort to reach agreement concerning the terms and conditions of principals' and directors' employment. Any Agreement negotiated shall apply to the unit defined, be reduced to writing, be ratified by the Association, be adopted by the Board, and be signed by the Association and the Board.
- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor 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 principal or director that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the principal and directors within thirty (30) days of the time the principals or directors knew or should know of its occurrence.

B. 1. It is agreed by both parties that these proceedings will be kept as informal 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 principals and directors 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. Level One

Any principal or director who has a grievance shall discuss it first with the superintendent in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the principal or director within five (5) school days, he may set forth his grievance in writing to his superintendent on the grievance forms provided.

The superintendent shall communicate his decision to the principal or director in writing with reasons within three (3) school days of receipt of the written grievance.

Level Three

If the grievance is not resolved to the principal's or director's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. 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) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the principal or director, hold a hearing with the principal or director 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.

Level Four

No claim by a principal or director shall constitute a grievable matter beyond level three or be processed beyond level three 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 a rule or regulation, (c) any By-Law of the Board of Education pertaining to its internal operation, or (d) any matter which according to law is beyond the scope of Board authority.

If the decision of the Board does not resolve the grievance to the satisfaction of the principal and director and the principal and director wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A principal or director in order to process his grievance beyond level three must have his request for such action accompanied by the written recommendation for such action by the Association.

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 the American Arbitration Association 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 the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

E. Rights of Principals and Directors to Representation

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

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. Any principal or director shall have the right to representation at any formal grievance step or any grievance invoked against him. Any costs incurred as a result of such a grievance shall be borne by the Board of Education.

ARTICLE IV

VACATION

Principals and directors who work on an eleven month basis shall be entitled to ten days vacation each year.

This vacation should be taken annually at Christmas and Easter. However, subject to the needs of the school district, it may be taken at other times during the current contract year or by October 30, of the succeeding contract year.

Principals and directors with 20 years of service in the Bridgewater-Raritan Regional school system are entitled to an extra (5) days of vacation.

ARTICLE V

SICK LEAVE

- A. All principals and directors are entitled to thirteen (13) 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. Principals and directors new to Bridgewater-Raritan Regional School District from other school districts may transfer sick leave up to sixty (60) days.
- C. All principals and directors who have exhausted their sick leave because of prolonged illness may request an extension of their sick leave. The Superintendent of Schools may recommend to the Board of Education that the limitation be exceeded in extenuating circumstances.
- D. The Board of Education 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.

ARTICLE VI

TEMPORARY LEAVE OF ABSENCE

- A. Principals and directors may be granted temporary leaves of absence with pay, by the Superintendent of Schools, in cases of necessity.
- B. A principal or director who is required to undergo military field of training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.

- C. If possible, twenty-four (24) hours notice will 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 of Education.

ARTICLE VII

SABBATICAL LEAVE

- A. Principals and Directors shall be entitled to a sabbatical leave of absence. For purposes of travel, authorship, etc., no more than one principal or director shall be granted a sabbatical leave during any given year. However, for the purposes of meeting requirements for advance degrees and residency requirements, the Board may exceed this number. Benefit of such leaves to the school district will be clearly demonstrated.
- B. Generally, requests for sabbatical leave should be received by the Superintendent of Schools in writing on such forms as designated by the Board of Education no later than January 15, and action should be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. A principal or director on sabbatical leave for a full school year shall be paid by the Board of Education at seventy-five percent (75%) of the salary rate he would have received if he had remained on active duty.
- D. Any principal or director granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one-half per year except in the case of death or total disability of the employee. If the total remission of service is not made by the principal or director, the principal or director will agree, by signing a promissory note before being granted the leave, to remit to the Board of Education the monetary amount equal to the time not served.
- E. A report or summary of the sabbatical leave must be submitted to the Superintendent of Schools and the Board of Education upon completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board of Education and the Administration, shall be furnished by the individual during the leave period.
- F. Upon return from sabbatical leave, a principal or director shall be placed on salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

- A. Requests for leaves of absence without pay may be granted at the discretion of the Board of Education upon recommendation of the Superintendent of Schools.
- B. All benefits to which a principal or director was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned within the scope of his certification as determined by the State Board of Examiners.

ARTICLE IX

HEALTH CARE INSURANCE

- A. The Board of Education agrees that for the 1971-72 school year it will provide individual and full family health-care insurance coverage through the New Jersey Public and School Employees Health Benefits Program which shall include:
1. Blue Cross
 2. Blue Shield
 3. Major Medical
 4. Rider J
- B. 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 Principals' Association. The retiree shall be responsible for all premium costs involved.
- C. The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.

ARTICLE X

REIMBURSEMENT FOR GRADUATE STUDY

- A. Principals and directors 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.

ARTICLE XI

SALARIES

RATIO SALARY GUIDE
PRINCIPALS AND DIRECTORS

	1	2	3
<u>Principals</u>			
High School	1.38	1.43	1.48
Intermediate School	1.28	1.33	1.38
Elementary	1.21	1.26	1.31
<u>Assistant Principals</u>			
Vice and Assistant - H.S.	1.13	1.18	1.23
Assistant - Inter. School	1.08	1.13	1.18
<u>Directors</u>			
Elementary and Secondary	1.28	1.33	1.38

1. The above ratios are applied to comparable steps and educational levels on the 1971-72 teachers' salary guide.
2. Principals or directors, upon successful evaluation, shall move from one ratio level to another on a yearly basis until level "3" is reached.

3. A new principal or director without prior experience shall have his salary computed by applying the ratio factor of "1" column.
4. A principal or director receiving a promotion shall receive a salary ratio for his initial contract in the new position at least equal to that which he would have received if he were not promoted or the ratio of the "1" step of the new position, whichever is greater.
5. After continuous years of service in the Bridgewater-Raritan Regional School system with the title of principal or director, the following longevity factors shall apply:
 - 15 years -- \$500.00 additional salary
 - 20 years -- \$500.00 additional salary
 - 25 years -- \$500.00 additional salary
6. Adjustments and increments for any principal or director shall be limited to a maximum of 10% for the 1971-72 school year.

ARTICLE XII

EDUCATIONAL COUNCIL

As per agreement with the Bridgewater-Raritan Education Association:

Two (2) representatives of this association shall be entitled to full membership on the Education Council. It is recommended that one principal be from the elementary school and the other from the secondary school.

ARTICLE XIII

MISCELLANEOUS

- A. No principal or director shall be disciplined, reprimanded, reduced in rank, or have his 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 principal or director such rights as he may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- C. Any contract between the Board and an individual principal and director after executed, 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. Principals and directors shall receive automobile mileage compensation at the rate of 10¢ a mile and shall be reimbursed for the cost of tolls and parking.
- E. Upon approval of the Superintendent, membership in a state and national association shall be provided through budgeted funds for all members of the unit.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1971 until June 30, 1972.

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.

BRIDGEWATER-RARITAN
PRINCIPALS' ASSOCIATION

BRIDGEWATER-RARITAN REGIONAL
BOARD OF EDUCATION

By: _____
President

By: _____
President
