

AGREEMENT BETWEEN THE
BRIDGEWATER-RARITAN
REGIONAL BOARD OF EDUCATION
AND THE
BRIDGEWATER-RARITAN
SUPERVISORS' ASSOCIATION

JULY 1, 1996 - JUNE 30, 1999

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PREAMBLE

This Agreement is entered into this 19th day of May 1997, 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 Bridgewater-Raritan Regional Board of Education hereby recognizes the Bridgewater-Raritan Supervisors' Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all administrators under contract by the Board of Education as included herein:

Directors
Supervisors of Instruction
Department Chairpersons

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 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 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 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 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 an administrator 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 the administrator within ten (10) business office work days of the time the administrators knew or should have known of its occurrence.

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- 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 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. 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

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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.

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 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) business office work 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 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.

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 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 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. 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 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 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 of Education. 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 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.

ARTICLE IV VACATION AND HOLIDAYS

- A. Administrators shall be entitled to 26 days vacation annually (July 1 to June 30).
- B. Administrators with 20 years of service in the Bridgewater-Raritan Regional School District and hired on or before July 1, 1989 are entitled to a stipend of \$1500 a year. Administrators hired subsequent to July 1, 1989 will not be entitled to this benefit. These monies will be added to the base pay for the purpose of the TPAF.
- C. All vacation time must be taken prior to December 31 of the year following the year in which earned. Vacation time in excess of the amount granted per year, not used as of December 31 of each year will be subject to forfeit unless the deadline is extended at the discretion of the Superintendent.
- D. 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:
 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 as approved in advance by the Superintendent.

- E. Holidays shall be granted in accordance with the Board adopted calendar, but no less than 15 days annually.
- F. 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 Bridgewater-Raritan Board of Education.

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 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.
- C. 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.
- D. The Board of Education 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 after at least twenty (20) years of employment in the district, the Board of Education shall compensate the administrator for unused accumulated sick leave upon the following basis:

One (1) day for every three (3) days of unused accumulated sick leave to a maximum of ninety (90) days in 1996-97, 1997-98 & 1998-99 at 1/240th of the annual salary of the administrator at the time of retirement. Provided, however, compensation for unused accumulated sick leave shall not exceed \$15,000 for any administrator hired after September 30, 1995.

ARTICLE VI TEMPORARY LEAVE OF ABSENCE

- A. Administrators may be granted temporary leaves of absence with pay, by the Superintendent of Schools, 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, twenty-four (24) 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 of Education.

ARTICLE VII SABBATICAL LEAVE

- A. A sabbatical leave may be granted upon the recommendation of the Superintendent of Schools for further education toward a degree beyond the master's degree with particular consideration given in those cases of university residency requirements of one year. Sabbatical leave may also be granted for reasons which the Board deems beneficial to the school district. As a general rule, no more than one administrator shall be granted leave during any given year.
- 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. An administrator 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 the administrator would have received if the administrator had remained on active duty.

- D. Any administrator 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 administrator, the administrator will agree, by signing a promissory note before 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, an administrator shall be placed on the salary schedule at the level which would have been achieved had the administrator remained actively employed in the system during the period of 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 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.

ARTICLE IX HEALTH CARE INSURANCE

- A. The Board of Education 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 20 hours per week or more.
- Effective July 1, 1997, Mandatory Second Surgical Opinion (MSSO) will be added to the Board's traditional medical insurance program. MSSO requires a second opinion prior to certain elective surgical procedures. A participating provider needs to be seen for this second opinion. Regardless of the outcome of this second opinion, the covered member will be allowed to make his/her own decision regarding surgery. Failure to get this mandatory second opinion will result in a reduction in benefits. Effective July 1, 1997, Hospital Preadmission Certification (HPC) will be added to the Board's traditional medical insurance program. HPC requires that a member contact the insurance company whenever he/she is going to be admitted for an inpatient hospital stay. The insurance company will either certify that the member needs to be admitted to the hospital or will contact the member's doctor to discuss whether treatment at another type of medical facility is advisable. Emergencies are excluded from HPC. Failure to get preadmission certification will result in a reduction in benefits. Effective July 1, 1998, the deductible for the Board's traditional medical insurance program will be \$200 for single coverage and \$400 for family coverage.
- 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.
- As of July 1, 1993, the Administrators will contribute \$5/month towards the dental premium through payroll deduction.
- 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. Any health benefit improvements gained by the teachers' bargaining unit in their negotiations shall be extended to the BRSA.

ARTICLE X 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 XI RESEARCH AND DEVELOPMENT

A sum of money shall be established annually by the Board of Education 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 XII 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, 1996, and ending June 30, 1999.
- B. Individual salaries for the school years 1996-1997, 1997-1998 and 1998- 1999 are set forth in a confidential memorandum and are made part of this agreement.
- 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 Association and the administrator. Upon either party's request, a representative of the Association 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 initial step on the BRSA Salary Guide.

ARTICLE XIII INSTRUCTIONAL LOAD/NON-SUPERVISORY DUTIES

- A. For the duration of the contract Supervisor's of Instruction may teach a maximum of one (1) class.
 - 1. The maximum number of classes that may be taught by an individual Department Chairperson shall be based upon the number of teachers that each chairperson supervises as follows:
 - Sixteen or more teachers: (1)
 - Eleven through fifteen teachers: (2)
 - Six through ten teachers: (3)

2. By August 30, a list of teachers will be published for whom each Department 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 Department 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 Association 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 XIV 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 of Education and an individual administrator shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid contract

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contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

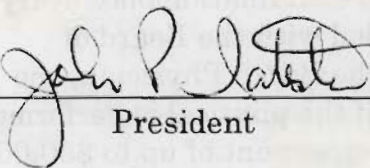
- D. Administrators who are required by job assignments to use their private cars on school business are entitled to reimbursement at the mileage rate established by the Board of Education and for the cost of tolls and parking.
- E. Upon approval of the Superintendent, membership in a state and national association shall be provided through budgeted funds for all members of the unit.
- 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 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. Each administrator shall undergo a physical examination once every two years and the medical report shall be filed with the Board of Education. If the physical is performed by the Board Physician, the Board of Education shall pay the full cost. If the physical is performed by an individual's personal physician, reimbursement of up to \$50.00 will be made by the Board of Education upon submission of the medical report and the receipted bill.
- 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 XV DURATION OF AGREEMENT

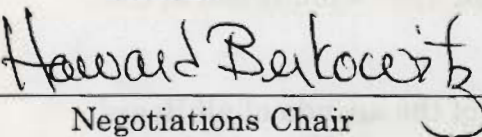
- A. This Agreement shall be effective July 1, 1996 through June 30, 1999.
- B. This Agreement constitutes a Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

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

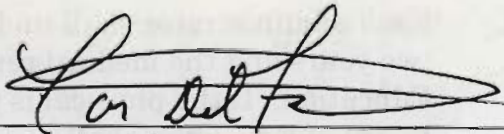


President

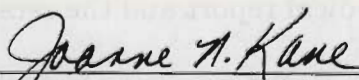


Negotiations Chair

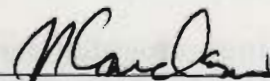
BRIDGEWATER-RARITAN
BOARD OF EDUCATION



President



Negotiations Committee



Board Secretary

Salary Guide

1996-97 Salary Guide

Step	Director	Supervisor	Chairperson
1	\$78,808	\$74,057	\$71,418
2	\$80,802	\$75,931	\$73,225
3	\$82,846	\$77,852	\$75,078
4	\$84,942	\$79,821	\$76,977
5	\$87,091	\$81,841	\$78,925
6	\$89,294	\$83,911	\$80,921
7	\$91,553	\$86,034	\$82,969

1997-98 Salary Guide

Step	Director	Supervisor	Chairperson
1	\$79,784	\$74,975	\$72,303
2	\$81,803	\$76,872	\$74,133
3	\$83,873	\$78,817	\$76,008
4	\$85,995	\$80,811	\$77,931
5	\$88,170	\$82,855	\$79,903
6	\$90,401	\$84,951	\$81,924
7	\$92,688	\$87,101	\$83,997
8	\$95,033	\$89,304	\$86,121

1998-99 Salary Guide

Step	Director	Supervisor	Chairperson
1	\$80,693	\$75,829	\$73,127
2	\$82,735	\$77,747	\$74,977
3	\$84,828	\$79,714	\$76,874
4	\$86,974	\$81,731	\$78,819
5	\$89,174	\$83,799	\$80,813
6	\$91,430	\$85,919	\$82,857
7	\$93,744	\$88,093	\$84,954
8	\$96,115	\$90,321	\$87,102
9	\$98,547	\$92,606	\$89,306

