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Agreement Between The  
Bridgewater-Raritan Regional Board of Education  
And The  
Bridgewater-Raritan Principals' Association  
July 1, 1973 - June 30, 1975

Preamble - This Agreement is entered into this twenty-sixth day of June, 1973 by and between the Bridgewater-Raritan Regional Board of Education, Raritan, New Jersey, hereinafter called the "Board", and the Bridgewater-Raritan Principals' Association, hereinafter called the "Association".

## 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 principal or director and render a decision

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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.
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- 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.
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- 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. 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 principal or director 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. 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.
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ARTICLE IX

HEALTH CARE INSURANCE

- A. The Board of Education agrees that for the duration of the Agreement 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. In order to receive the reimbursement a principal or director must be in the employ of the Board at the time of payment of the reimbursement.

ARTICLE XI

SALARIES

- A. Salary ranges for the various levels of principals and directors represented in the BRPA will be established each year by using for the base figure the Quartile 3 salary of the Group 4 schools as reported for the previous year in the N.J.E.A. Research Bulletin on School Administrators' Salaries.
- B. The minimum salary in the range for each position level and the maximum salary will be the respective percentages less than and more than the Q-3 salary for the years indicated:

<u>SCHOOL YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1973-74	-5%	+10%
1974-75	-5%	+12%

- C. The amount of difference between the minimum and the maximum salaries would be distributed at a ratio of two to one between the points for competency appraisal and the other criteria during 1973-74. For the 1974-75 School year, the amount of difference would be distributed at a ratio of three to one.

D. The four criteria to be included and their point values are:

Service with title	-	4 points
Education	-	5 points
Size of School	-	4 points
Competency Appraisal	-	7 points
		<u>20 points</u>

E. The criteria point value would be established as follows:

1. Service with title*	2. Education
1-3 years - 1	Masters - 1
4-6 " - 2	Masters + 30 - 2
7-9 " - 3	Masters + 45 - 3
10-over" - 4	Masters + 60 - 4
	Doctorate - 5

\* Service with one of titles in the membership recognition article, including prior service in other districts.

3. Size of School

<u>Elementary</u>	<u>Intermediate</u>	<u>High School</u>
Up to 400 - 1	Up to 500 - 1	Up to 1200 - 1
401-500 - 2	501-700 - 2	1201-1500 - 2
501-600 - 3	701-900 - 3	1501-1800 - 3
601-over - 4	901-over - 4	1801-over - 4

4. Competency Appraisal - Criteria listed in Appendix A.

F. The director's base Q-3 will be the same as that of the intermediate school principal, and the school size criterion will be the full four points.

G. Principals and directors with more than 15 years in the district with one of the titles in the membership recognition article will receive additional bonus points as follows:

15 years - 3 points
20 years - 5 points
25 years - 7 points

Each bonus point will carry the same dollar value as the non-competency points.

H. The dollar value of the points earned from the criteria would be added to the minimum salary for each position level to establish individual salaries.

I. The Board agrees that there will be no arbitrary quota or limit on the number of competency appraisal points to be earned. Each member of the Association shall have the potential to earn seven(7) points.

## 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¢ per 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

- A. This Agreement shall be effective July 1, 1973 until June 30, 1975.
- 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 above written.

BRIDGEWATER-RARITAN  
PRINCIPALS' ASSOCIATION

BRIDGEWATER-RARITAN REGIONAL  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### Procedures for Evaluation of Members of the Bridgewater-Raritan Principals' Association

1. Service with title criterion - The assignment of points for this criterion will include the current year of service to which the contract applies.
2. Size of school criterion - The official pupil placement projection sheet for the school year involved shall be the determining factor for the points for this criterion.
3. Education criterion - The assignment of points for this criterion will be based upon the current education level on file in the individual's personnel folder.
4. Competency Appraisal -
  - a. The Appraisal of Administrative Services form shall be used to evaluate members of the Bridgewater-Raritan Principals' Association for the purpose of determining the extent of remuneration based solely upon competency. It is understood that all members have earned a general evaluation of excellent prior to competency evaluation.
  - b. Members shall be evaluated on or before April 15 for salary purposes for the following year.
  - c. Each of the ten major areas listed on the form will be evaluated on a scale from one(1) through five(5) with 1 as a minimum level through 5 as a maximum.
  - d. The total number of points earned from competency criteria would be multiplied by two and that resulting number would be taken as a percentage factor of the seven points for competency to determine the number of competency points earned by each individual.
  - e. The total points for all four criteria would be assigned their respective dollar value and that dollar total would be added to the minimum salary for that position to determine the individual's salary.
  - f. The following is an example of how to arrive at the value of a service point and a competency point based upon a hypothetical salary of \$20,000 at the third quartile for the high school principal of a Group 4 district for the 1973-74 school year.

Procedures for Evaluation of Members of the Bridgewater-Raritan Principals' Association

	Quartile 3 Salary of Previous Yr.	-5%	+10%	Range	Computation of Service Point	Computation of Competency Po:
H.S. Prin.	\$20,000	\$19,000	\$21,997	\$2997	$\$2997 \div 27 =$ \$111	$2 \times \$111 = \$222$ Salary Plus
Position	Service Points	Service Points - \$ Value	Competency- Points Assume 4	Total \$ to be added	Q-3 Service and 5% Competency Earned	
H.S. Prin. A	9	$9 \times \$111 =$ \$999	$4 \times \$222 =$ \$888	\$1887	\$19,000	\$20,887

g. The range is determined by finding the difference between minimum and maximum salaries for each position. The dollar value of the range, \$2997 is then divided by 27 (13 Points for service and 14 points for competency). The resultant division is a service point value of \$111. The competency point value is found by multiplying \$111 by 2.

The dollar value of the service and competency points is added to \$19,000, the salary for Q3-5%. This results in the actual salary for the year.

5. New Administrative Personnel

- a. Those Without Prior Administrative Experience Listed in the Recognition Article

Personnel in this category would not receive any points for competency for their initial contract of administrative service but would receive their respective points for the other three criteria.

- b. Those With Prior Administrative Experience Listed in Recognition Article

Personnel changing positions within the unit would receive competency points from their previous position at the dollar value of the new position.

- c. In some instances, the salary increase of a person receiving an appointment to one of the positions in the recognition article of this contract may be considered excessive. Therefore, the salary increase of the person receiving the assignment shall be at the discretion of the Board of Education during the first year of such assignment, but the minimum raise shall be equal to one and one-half times the maximum raise received by any other member of the unit.