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## **PREAMBLE**

This Agreement is entered into this 13th day of September 2005, by and between the Bridgewater-Raritan Regional Board of Education, Bridgewater, New Jersey, hereinafter called the "Board" and the Bridgewater-Raritan Principals' Association, hereinafter called the "Association".

## **ARTICLE RECOGNITION**

- A. Pursuant to NJSA 34:13 A-1 through 21, 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 under contract by the Board of Education as included herein:
- High School Principal
  - Middle School Principal
  - Primary/Intermediate School Principals
  - High School Assistant Principals
  - Middle/Intermediate School Assistant Principals
- 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 of 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 principals' 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. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, employment existing prior to its effective date.

**ARTICLE III  
GRIEVANCE PROCEDURE**

- A. A "grievance" shall mean a claim by a principal 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 principal within ten (10) business office work days of the time the principals knew or should have known 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 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 principal 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 principal 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 principal in writing within five (5) business office work days of receipt of the written grievance.

Level Three

The principal, 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 principal 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 principal's satisfaction, the principal, 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 principal hold a hearing with the principal 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 a principal 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 principal and the principal wishes review by a third party, the principal shall so notify the Board through the Superintendent within ten (10) business office work days of receipt of the Board's decision. A principal 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-Procedure for Securing the Services of an Arbitrator

#### 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 finding, reasons and recommendation. This shall be accomplished within thirty (30) calendar days of the arbitrator's hearing.

**E. Rights of Principals 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.

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

**ARTICLE IV  
VACATION AND HOLIDAYS**

A. Principals shall be entitled to 26 days vacation annually (July 1 to June 30).

B. Principals with 20 years of service in the Bridgewater-Raritan Regional School District are entitled to a stipend of \$1500 a year. All present members of the Association are entitled to a stipend of \$1500 a year upon completion of 20 years of service with the Bridgewater-Raritan School District. Principals 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 within 24 months of the date earned. Vacation time not used within 24 months will expire.

D. Principals submitting a written notification of their intent to retire at least six months prior to retirement shall be awarded additional vacation time. Principals shall be awarded one vacation day for each month's notice they provide to the board of education, 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 principal.

E. In the event of the death of a retirement or deferred retirement eligible principal as defined by TPAF, the principal's estate shall be paid their compensation for all accumulated vacation leave.

F. Vacation time will be scheduled in accordance with principal'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 principals 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.

G. Holidays shall be granted in accordance with the Board adopted calendar, but no less than 15 days annually.

#### **ARTICLE V SICK LEAVE**

A. All principals 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 principals 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 principal granted a bona fide sick leave up to a maximum of one (1) year.

E. All unit members, hired prior to July 1, 1993, shall upon termination of their employment by retirement or deferred retirement as defined by TPAF, be compensated by the Board of Education 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 1/240<sup>th</sup> of the annual salary of the employee at the time of retirement.

Unit members hired on or after July 1, 1993 shall upon the termination of employment by retirement or deferred retirement as defined by TPAF, be compensated for unused sick leave upon the following basis:

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

for any retiring principal:

2005-06 \$22,000      2006-07 \$23,000      2007-08 \$24,000

The compensation rate shall be at 1/240<sup>th</sup> of the salary of the principal at the time of retirement

The board of education shall deposit these monies into a tax-sheltered 403b or 457 plan. The principal shall have the option of determining which plan(s) funds are deposited.

In the event of the death of a retirement or deferred retirement eligible principal as defined by TPAF, the principal's estate shall be paid their compensation for accumulated sick leave upon the basis of Article V. E. as stated above.

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

#### **ARTICLE VI TEMPORARY LEAVE OF ABSENCE**

- A. Principals may be granted temporary leaves of absence with pay, by the Superintendent of Schools, in cases of necessity.
- B. A principal 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 of Education.

#### **ARTICLE VII SABBATICAL LEAVE**

- A. A sabbatical leave may be granted upon the recommendation of the Superintendent of Schools for farther 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 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 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 principal would have received if the principal had remained on active duty. '
- D. Any principal granted a sabbatical leave of absence must agree in writing to continue working in the Bridgewater-Raritan School District for a minimum of two (2) years following the sabbatical leave. If the total years of service is not completed, the amount owed will be pro-rated and the principal will be obligated to reimburse the Board of Education over a two year period for all salary expenses granted. In the case of death or total disability said reimbursement shall be waived by the Board of Education.
- 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 shall be placed on the salary schedule at the level which would have been achieved had the principal remained actively employed in the system during the period of absence.
- G. The Association agrees to the recommended changes in sabbatical leave as proposed by the district Sabbatical Leave Committee upon approval of those changes by the Board of Education.

**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 was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored upon return, and the principal shall be assigned within the scope of the principal's certification as determined by the State Board of Examiners.
- C. Military leave without pay shall be granted to any principal 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 principal 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 principals. Benefits for the period from July 1 to the commencement of school to be reimbursed to the board, at discretion of 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 1 for mid-year returns and March 1<sup>st</sup> for end of year returns.

E. Any tenured employee adopting an infant child may be granted an unpaid leave of absence 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 VIII section C, principals 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. Principals shall not receive increment credit for time spent on leave granted pursuant to section D and E of this ARTICLE.

### **ARTICLE IX HEALTH CARE INSURANCE**

A. 1. 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 October 1, 2005, the Traditional Plan will be replaced with the PPO plan. The in-network co pay on the PPO will be \$10. The out-of network deductible will be \$200 per individual and \$400 per family. The out-of-pocket coinsurance maximum will be \$400 per individual and \$800 per family. This is excluding the deductible.

A.2. New employees hired on or after February 1, 2000, shall receive medical benefits including

family coverage in the managed health care program at no premium cost to the employee for the first five (5) years of employment. During the first five (5) years of employment the employee may elect to be enrolled in the PPO medical insurance plan program contract by paying the difference in premium cost between the managed health care plan and the PPO plan. Beginning in the sixth (6<sup>th</sup>) year of employment the employee may elect to enroll in the PPO plan paid for by the Board. Effective October 1, 2005, the prescription drug benefit included in the managed care plan will have the following co pays: \$5 Generic/\$10 Brand Name; 2x mail order.

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. Effective October 1, 2005 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 \$1500 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 Principals' Association. 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. Health care coverage shall remain substantially equal to or better than the current coverage.

**F.** Waiving of Medical Insurance

**1.** Employees who elect to waive their medical insurance benefits outlined in Article XTV.A. shall be compensated each year two thousand (\$2000) dollars for family coverage, one thousand seven hundred fifty (\$1750) dollars for husband/wife coverage, and one thousand two hundred fifty (\$1250) dollars for parent/child coverage. 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 of Education. 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.

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**ARTICLE X  
REIMBURSEMENT FOR GRADUATE STUDY**

A. Principals 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 must be in the employ of the Board at the time of payment of the reimbursement.

**ARTICLE XI  
SALARIES**

A. The salaries for all principals covered by this agreement are set forth in the attached salary guides. These have been established for the period July 1, 2005-June 30, 2008.

B. Individual salaries are set forth in a confidential memorandum and are made part of this agreement.

C. 1. In the event that a principal 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 principal. 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.

- D. Principals shall be entitled to a one-time longevity stipend of \$3,750. This stipend shall be added to their base salary at the beginning of their 15th year of total service in the district. The base salary, plus one-time longevity stipend, will continue in succeeding years, subject to any further negotiated adjustments. Total service shall include all job descriptions including teacher, supervisor, etc., and shall be calculated from the principal's initial date of hire in the district in any job description.
- 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 the 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 MISCELLANEOUS**

- A. No principal 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 principal 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 principal 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 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 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 or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.
- G. 1. Principals 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 principals apply, the Superintendent shall make the final determination.

- H. Each principal 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 \$100.00 will be made by the Board of Education upon submission of the medical report and the receipted bill. Principals over the age of 50 are eligible for an annual physical exam.
- I. The Board of Education agrees to allow Flexible Spending Accounts (Section 125 Plan) Optional, tax-free accounts, funded via payroll deductions, which may be established for:
  - a. Medical expenses (\$2,000/year maximum)
  - b. Dependent Care (\$5,000/year maximum)

**ARTICLE XIV  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective July 1,2005 through June 30, 2008.
- 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  
PRINCIPALS' ASSOCIATION**

**BRIDGEWATER-RARITAN  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
President, Negotiations Co-Chairperson

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice-President

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Negotiations Co-Chairperson

By: \_\_\_\_\_  
Board Secretary