

4-1015

18-99

THIS BOOK DOES
NOT CIRCULATE

LIBRARY
Institute of Management and
Labor Relations

JUN 24 1976

RUTGERS UNIVERSITY

Agreement Between The
Bridgewater-Raritan Regional Board of Education
And The
Bridgewater-Raritan Principals' Association
July 1, 1975 - June 30, 1977

Somerset Cnty.

Preamble - This Agreement is entered into this twenty-third day of June, 1975 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, as amended, 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 Principals
Intermediate School Principals
Elementary School Principals
High School Vice-Principals
High School Assistant Principals
Intermediate School Assistant Principals
Elementary 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 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 negotiation for a successor Agreement not later than November 1 of the year the contract is to expire in accordance with Chapter 303, Public Law of New Jersey, 1968, is 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.

- 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 a principal 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 within ten (10) days of the time the principals 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 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 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 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 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 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 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 Four

No claim by a principal 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 the principal 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 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 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 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 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 with 20 years of service in the Bridgewater-Raritan Regional school system are entitled to an extra five (5) days of vacation.

ARTICLE V

SICK LEAVE

- A. All principals 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 new to Bridgewater-Raritan Regional School District from other school districts may transfer sick leave up to sixty (60) days.
- C. 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.
- 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.
- E. 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.

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 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. 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 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 he would have received if he had remained on active duty.
- D. Any principal 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, the principal 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.

Upon return from sabbatical leave, a principal 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.

2. Convert the point total obtained under (1) above to a percentage figure on the basis of 1% to ten (10) points.

3. Multiply the individual principals' salary for the 1974-1975 contract year by the percentage figure obtained in (2) above.

4. The dollar amount obtained in (3) above constitutes the salary increase for each principal and in no event will be less than 3% nor more than 10% of his or her 1974-1975 salary.

B. Effective July 1, 1976, the salary ranges for the various classifications of principals will be as follows:

<u>Classification</u>	<u>Min</u>	<u>Max</u>
High School Principal	\$28,500	\$34,000
Intermediate School Principal	26,000	31,500
Elementary School Principal	24,500	30,000
High School Vice-Principal	23,000	28,500
Intermediate Assistant Principal	22,000	27,500
Elementary Assistant Principal	20,500	26,000

C. Individual Principals salary increases for 1976-1977 will be determined by converting their evaluation point total to a percentage amount on the basis of 1% to ten (10) evaluation points with a maximum of 10% multiplying their 1975-1976 salary by the resultant percentage amount. Such increase will be added to the 1975-1976 salary to determine the salary for 1976-1977. In each case, the 1976-1977 salary shall be subject to the minimums and maximums of the ranges set forth in B, above.

D. In the event that a principal is promoted to a higher classification during the term of this Agreement, the compensation for the higher classification shall be established as follows: (1) multiply the minimum salary of the higher classification by the principal's percentage increase based upon the most recent evaluation, then; (2) add the dollar amount obtained in D. (1) hereof to the minimum salary of the higher classification. However, if the principal's salary which is in effect immediately prior to his promotion is more than the minimum salary of the higher classification, the Board agrees to negotiate the salary increase for the higher classification with the Association and the principal. In no event will a change in classification result in a reduction of salary.

E. The evaluation criteria to be used for determining 1976-1977 salaries will be developed prior to October 1, 1975 by a committee comprised of members of the Association and members of the central administrative staff, subject to the approval of the Superintendent. The evaluation procedures shall be set forth in a Letter of Understanding which will be executed simultaneously with this Agreement and incorporated herein by reference.

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 of the Education Council. It is recommended that one principal be from the elementary school and the other from the secondary school.

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 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 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 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. Salaries for individual principals covered by this Agreement for the year commencing July 1, 1975 and ending June 30, 1976 will be determined, as follows:
1. Using the evaluative procedure to determine competency appraisal under the prior Agreement, multiply the resultant point total by two (2) to establish a basis of a 100 point scale.

MISCELLANEOUS

- A. No principal 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 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 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 shall receive automobile mileage compensation at the rate of 12¢ 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, 1975 until June 30, 1977.
- 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

BY: Murray K. Tart
President

Joseph L. Lulash
Secretary

BRIDGEWATER-RARITAN REGIONAL
BOARD OF EDUCATION

BY: Harold J. Conell
President

Peter Muzumal
Secretary

AD 11/11

BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT
Raritan, New Jersey

LETTER OF UNDERSTANDING

This Letter of Understanding will confirm our following agreement, supplementing Article XI, paragraph E. of the 1975-1977 Agreement, as evidenced by the signatures affixed below:

"The Board agrees that each principal shall be visited on no less than two (2) separate occasions during each of the two (2) contract years by the Team of Evaluators appointed pursuant to the terms and provisions of the Collective Bargaining Agreement to which this letter is a supplement. Within thirty (30) calendar days following each such visitation, each evaluator shall reduce the results of the visitation to writing and serve a copy of the findings and recommendations for improvement, if any, on the principal who was evaluated. The annual evaluation report upon which each principal's salary will be predicated shall be made available to each principal no later than April 30 of each contract year."

"It is expressly agreed that the procedure outlined above may be amended by mutual, written consent of the parties."

For the Board:

Harold J. Cornell
President

Gene Mazzuchelli
Secretary

For the Association:

Murray K. Tait
President

Joseph L. Lark
Secretary

LEBC
7/11/18
8/11/18