

AGREEMENT BETWEEN



THE BRIDGEWATER-RARITAN
REGIONAL BOARD OF EDUCATION

AND

THE BRIDGEWATER-RARITAN
EDUCATION ASSOCIATION, INC.



July 1, 2012 — June 30, 2015

ALL MODIFICATION TO THE 2011-2012 AGREEMENT
WHICH HAVE BEEN AGREED UPON SHALL REMAIN IN EFFECT.

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PREAMBLE

This agreement is entered into this July 1, 2012, by and between the Bridgewater-Raritan Regional Board of Education, Bridgewater, New Jersey, hereinafter called the Board and the Bridgewater-Raritan Education Association, Inc. hereinafter called the Association.

PART I- TEACHER SECRETARY, CUSTODIAL AND MAINTENANCE
PERSONNEL

(All provisions contained in PART I apply to those personnel as defined in Article I – Recognition only,
unless otherwise noted.)

ARTICLE I

RECOGNITION

- A. Pursuant to NJSA 34:13A-1 through 21, the Bridgewater-Raritan Regional Board of Education hereby recognized the Bridgewater-Raritan Education Association, Inc. as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel required to hold certification for their respective employment, all secretarial personnel, and service personnel employed by the Board of Education as included herein:

Child Study Team
Curriculum Specialists
Custodians
Elementary Teacher Specialists
Laboratory Technicians
Maintenance Personnel
Media Specialists
MLS Instructional Assistants
Nurses and Nurse Coordinators
Occupational Therapists
Physical Therapists
School Counselors
Secretarial Personnel
Speech Therapists
Supplemental Instructors
Teachers
Transportation Mechanics
Writing Lab Instructors
Substitute teachers and substitute nurses as identified in the Certification Representative issued by PERC dated December 28, 1994, are substitute teachers and substitute nurses who have worked in that capacity for at least thirty (30) days during a given school year, and express a willingness to accept employment as a substitute teacher or substitute nurse for the next succeeding school year.

but excluding:

Superintendent
Assistant Superintendent
Board Secretary

Assistant Board Secretary/School Business Administrator
Principals, Vice and Assistant Principals
Department Chairpersons
Directors
Supervisors
Custodial Forepersons
Executive Secretaries
Assistants (Custodial, Data Processing, Maintenance,
Personnel, Purchasing, Transportation and Technology)
Bus/Van Drivers
Assistants
Attendance Officer
Night Supervisor
Maintenance Supervisor
Plant Engineer
Computer Specialist
Classroom Assistants
Career Resource Room Assistants
Manager of Personnel Services
Comptroller
Technology Coordinator
Athletic Trainers
Parking Lot Attendant

- B. Reference to "employee", or the absence of any reference, shall be recognized as applying to all members of the inclusion list in Article I.A. References to specific classifications of employee, such as School Counselor, shall apply exclusively to that classification of employee. Custodians, maintenance personnel and transportation mechanics shall be collectively referred to as Service Personnel. Substitute teachers and substitute nurses shall be collectively referred to as Substitutes.
- C. In addition to the specific sections or Articles of this Agreement that refer only to substitutes, who are BREA Members, the following Articles and sections shall apply to substitutes.

Article III	Grievance Procedure
Article IV	Employee Rights, Sections A, B, C, D, E, F, I, J and K
Article V	Association Rights
Article IX	Employee's Facilities
Article XV	Deduction from Salary (Sections A through D)
Article XVI	Promotions
Article XIX	Miscellaneous Provisions
Article XX	Management Rights
Article XXXV	Duration

ARTICLE II

NEGOTIATING SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with NJSA 34:13A-1 through 21 in a good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall begin no later than one hundred and twenty (120) days prior to the Annual Election of the school year in which the existing Agreement expires. Any Agreement negotiated shall apply to the unit defined, be reduced to writing, be subject to

ratification by the Association, be subject to adoption by the Board, and be signed by the Association and the Board.

- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Upon request of the Association, the Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the term of this Agreement.
- E. 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.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- G. 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 an employee, employees, or representative of an employee or employees, that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting them. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time the employee knew or should know of its occurrence. The Superintendent may grant an extension upon request by the Association and the Association may grant an extension upon request by the superintendent. Extensions may not be unreasonably withheld.
- 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 employees 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. 1.

Level One

Any employee who has a grievance shall discuss it first with the employee's principal (or immediate supervisor or department head if applicable) in an attempt to resolve the matter informally at that level.

2. Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) business office work days, the employee may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms provided. The principal or immediate supervisor shall communicate a decision to the employee in writing with reasons within three (3) business office work days of receipt of the written grievance.

3. Level Three

The employee, no later than five (5) business office work days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent of Schools. This appeal to the Superintendent must be made in writing reciting the matter submitted to the principal or immediate supervisor as specified above and dissatisfaction with decisions previously rendered. The Superintendent 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 employee and the principal.

4. Level Four

If the grievance is not resolved to the employee's satisfaction, the employee, 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 the request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) business office work days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, the grievant shall notify the Board through the Superintendent within ten (10) business office work days of receipt of the Board's decision. An employee in order to process a grievance beyond level four must have a request for such action accompanied by the written recommendation for such action by the Association. No claim by a grievant 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 including the withholding of a salary increment, and/or a complaint by a tenured employee which arises by reason of written charges by the Board to the Commissioner of Education which could result in dismissal or a reduction in salary, (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, (d) Board policies and administrative decisions which do not call into question a provision of the agreement, (e) a complaint of a non-tenured employee which arises by reason of non-employment, or (f) any matter which according to law is beyond the scope of the Board authority.

D. Procedures 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) business office work 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.

E. Powers of the Arbitrator

1. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
2. 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) days of the completion of the arbitrator's hearings.
3. 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 a misinterpretation, misapplication, or a violation of any of the provisions of the Agreement.

F. Rights of Employees to Representation

1. Any aggrieved person may be represented personally at all stages of the grievance procedure or, as an option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified by the principal or immediate supervisor, that the grievance is in process, shall have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.

G. Miscellaneous

1. Forms pertaining to the filing of grievances shall be prepared by the Association and the Superintendent or designee.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the following provisions will apply:
 - a. Two (2) or more parties, in one building, the Association will initiate the grievance procedure at Level II.
 - b. Two (2) or more parties, in more than one building, the Association will initiate the grievance procedure at Level III.
 - c. The grievance may be processed through all levels of the grievance procedure regardless of initiation level, even though the aggrieved person(s) does not wish to do so.

H. Costs

1. Each party shall bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties, and they shall be shared equally.

ARTICLE IV

EMPLOYEE'S RIGHTS

- A. Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby agrees that every employee of the Board included in the unit as set forth under ARTICLE I shall have the right freely to organize, join, and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, or other laws of New Jersey or Constitutions of New Jersey and the United States.
- B.
 1. No employee shall be disciplined, reprimanded, reduced in rank, or have an 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.
 2. Any criticism by a supervisor, administrator or Board member of an employee shall be made in confidence and not in the presence of students, parents or other public gatherings unless required by law or requested by the employee.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins shall be in good taste.

- D. Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- E. The Board and the Association agree that any individual employee may not be required under any circumstances to transport a student in a private automobile.
- F. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in office, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview.
- G. No grade shall be changed without consultation with the teacher.
- H. The Board shall give to each nontenured employee continuously employed since the preceding September a written notice of intention as to re-employment in accordance with the deadline established by the State.
- I. An employee shall have the right to review the contents of his/her personnel file at any reasonable time upon written request to the Director of Human Resources, to register and record objection of any item which could be construed as reflecting adversely on professional competence or personal integrity, to request removal of material deemed inappropriate or obsolete, and if such request is denied to pursue this request through level four of the grievance procedure. The employee shall be entitled to have representatives of the Association accompany him/her during such review. No information in an employee's personnel file will be shared with anyone outside of administrative/supervisory personnel and Board members with legitimate need to know, except name, place of employment, dates of employment, job classification and salary. Additional specified information may be given upon advance written approval of the employee to the Director of Human Resources. The employee is entitled to receive copies of any documents in his/her file. The Board may levy a charge for such copying which charge shall bear a reasonable relationship to actual cost. Prior to such examination, any and all communications from a third party regarding employment references shall be removed from the file.
- If upon examining his/her personnel file the employee has reason to believe that there are inaccuracies in documents contained therein, he/she may submit a written memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director of Human Resources concurs with the employee's contentions, he/she shall either remove the faulty document or attach the employee's memorandum to the document in the file and note thereon his/her concurrence with the memorandum's contents. Disputes over alleged inaccuracies of documents in the employee's file, may be processed through the grievance procedure, commencing at level two.
- J. In the event that a statement derogatory to an employee's performance is placed in the personnel file, the employee shall be informed in writing thereof by the Principal or the immediate supervisor within five (5) working days. An employee so notified shall sign and return within five (5) working days a written statement acknowledging receipt of notification.
- K. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.

- L. Beginning April 30th the Board shall notify the Association of all employees whose contracts have not been renewed for the following year. Such notification shall include name, building and current position.
- M. Classroom teachers shall, in addition to their lunch periods, have daily preparation time during which they shall not be assigned to any other duties as follows:
 - Primary level - during scheduled special area subjects (art, music, physical education)
 - Middle and High school level - a minimum yearly average of five (5) periods, per week.

All other teachers who are not regular classroom teachers shall be provided with preparation time equal to a minimum of one (1) period per day or five (5) periods per week with the above proviso.

- N. The Board will prepare a Staff Handbook outlining the employment rights, responsibilities, and fringe benefits of the employee unit. Proofs of the Handbook are to be reviewed by the Association prior to the final publication.
- O. Service Employees and Grounds Employees shall be reimbursed for protective clothing, if required, and steel toe safety shoes upon submission of a voucher. The total reimbursement will not exceed the following amount:

2012-13	2013-14	2014-15
\$409	\$409	\$415

- P. The nature and extent of duties for various job categories for Service Personnel shall remain substantially as heretofore, and no major change in duty requirements shall be made without notification to the Association.
- Q.
 1. Service Personnel shall continue in their job classifications (Custodian I, Custodian II and Maintenance) and hours of employment, and will not be transferred to other job classification, on a permanent basis, without the employee's consent. Thirty (30) calendar days shall constitute a temporary condition. However, work after transfer to that higher classification shall be paid at the higher rate from the first day of the transfer.
 2. An employee's shift may be changed no more than once per year. A shift change is defined as more than two (2) hours difference from current shift hours. Summer shift changes shall not be considered as part of this provision.
- R. For secretarial, custodial, and MLSIA personnel, seniority shall mean a total of all periods of employment within classifications covered by this agreement. When it becomes essential to reduce positions, seniority and evaluated performance shall be the determining factors. Evaluated performance shall mean on-site review of the employee's performance as well as materials contained in the employee's personal file. A minimum of one evaluation will be performed per year. A pre and post evaluation conference will be held.

The employee will be given a written record of any deficiencies with suggestions for improvement.

When all other factors are equal, layoffs will be determined by seniority.

Any "Riffed" employee shall be subject to recall provisions for a period of one year from the date of termination of employment.

S. Discipline-Code for Service Personnel

1. RULES AND REGULATIONS

a. Overview

Effective personnel practices indicate that certain rules and regulations are necessary for the safety, security and productivity of employees and the school district management. The best working conditions prevail where supervisors and employees demonstrate consideration for themselves, their fellow employees, their employer and students. To make clear the conduct which our district expects to see practiced, a series of rules and regulations have been set forth with which all employees and supervisors are expected to comply.

It will be the responsibility of all supervisors and administrators to make their employees aware of these rules and to insist that these rules and regulations are properly observed in order to assure the well-being of all.

The rules are categorized into two major groups. Group I Rules are concerned with major items of personal conduct. Group II Rules, although somewhat less serious when violated, warrant prompt attention and correction. Both categories describe the nature of improper action and cannot be considered to be all inclusive. Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the violation.

b. Group I Rules

A violation of any one of these rules may be considered cause for suspension and/or dismissal.

- Provoking or starting fights involving physical contact.
- Stealing records or property of the school district or property of another employee or student.
- Making any false statements on employee records, time sheets or reimbursement requests.
- Working while under the influence of intoxicants, narcotics or other so called controlled dangerous substances, or possessing, using or selling such materials or related paraphernalia anywhere on school district property.
- Performing malicious acts resulting in destruction to school district or personal property.
- Carrying a concealed weapon, or bringing, possessing or using firearms or weapons of any type on school district property.
- Committing any act which would be considered to be an indictable offense as defined by the laws of the State of New Jersey.
- Working without designated protective safety equipment where the potential consequences may do serious harm to self, students, other employees or significant damage to property/equipment.

c. Group II Rules

Employees who violate any of these rules will be subject to a reprimand by their supervisor. Continued violations may be cause for dismissal.

- Failing to observe working hours by tardiness or by unexcused or excessive absenteeism.
- Using abusive language.
- Leaving the work area prior to the expiration of regularly scheduled hours.
- Failing to adhere to rules or regulations as defined by the supervisor either orally or in writing.
- Continuing low work productivity after proper instruction.
- Continuing defective workmanship after proper instruction and proper warning.
- Wasting materials unnecessarily.
- Working without designated protective safety equipment such as safety shoes, safety glasses, face shields, etc., when the supervisor has deemed them necessary in performing the assigned job, or disregarding safety instruction.
- Smoking in district buildings or on school grounds.

2. DISCIPLINE

a. Overview

It is the intent of the Bridgewater-Raritan Regional School District to ensure that discipline, when required, is carried out in a fair and consistent manner. While all employees are expected to conduct themselves according to generally accepted rules of conduct and performance, this policy addresses itself to the relative few who do not and thereby, cause disciplinary problems. The disciplinary procedure set forth is designed to improve the work pattern of problem employees and to provide a record of corrective action taken to modify behavior or change performance.

b. Steps in the Disciplinary Procedure

The following sequence of actions will normally be taken in carrying out discipline for rules violations. Based on the severity of the offense, some steps in the procedure may be bypassed.

(1.) Verbal Warning

The first step in the disciplinary procedure consists of a verbal warning followed by a counseling session which points out, in a constructive fashion, the area of deficiency and offers the employee assistance in attempting to correct same. The counseling session may consist of getting at the cause of the problem by further explanation of the rules, regulations or requirements of the job. It should be mentioned that a recurrence of the violation may result in a written warning.

(2.) Written Warning

A written warning is documentation that corrective action has not been taken as a result of the previously issued verbal warning, or that another rule has been violated. In the case of a written warning, the language of the reprimand should be clear, specifically identifying the nature and circumstances of the offense. The last statement in the written warning should state, "Subsequent disregard of the school district rules and regulations will result in further disciplinary action, up to and including discharge."

(3.) Suspension

The third step in the disciplinary procedure should be given serious consideration by both the supervisor and the employee, as the next step would normally be discharge. Suspension without pay for a period of three days is recommended, although circumstances may dictate a longer or shorter period of time.

(4.) Discharge

The final step in the disciplinary procedure is termination of employment with the school district.

(5.) Grievance Procedure

Disciplinary actions are grievable.

c. Application of Disciplinary Actions

Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the rules which are violated (see Regulations overview). Group I Rules are concerned with major areas of personal conduct, are areas of serious consequence and violations should never be condoned. Prompt and effective action is required of all supervisors and administrators.

—Group I Rules Violation

1st offense: Suspension or discharge

2nd offense: Discharge

Violations of Group II Rules, though somewhat less serious, warrant prompt attention and correction by all supervisors and administrators.

—Group II Rules Violation

1st offense: Verbal warning

2nd offense: Written warning

3rd offense: Suspension

4th offense: Dismissal

The disciplinary actions described above represent the maximum penalty for the offense listed. A margin of reason and discretion will always be left to the individual supervisor/administrator. Each case should be judged individually, with such factors as length of service, performance record, attendance, attitude, etc. being taken into consideration when evaluating the employee's total record.

—Responsibility

Supervisors and administrators will be responsible for initiating remedial actions necessary to correct, improve and promote proper employee behavior. Consultation and guidance for uniform application of this policy is to be obtained from the Superintendent or his designee prior to issuing written warnings.

—Documentation Procedure

Supervisors and administrators must notify the Superintendent or his designee of all verbal warnings. In the case of a written warning or suspension notification, the Superintendent or his designee will review and approve the documentation prior to the distribution to the employee. One copy is to be retained by the supervisor/administrator, one copy given to the employee, and one copy forwarded to the Personnel office for inclusion in the employee's Personnel file. Any written document should contain the employee's signature. If the employee refuses to sign the document, a notation "employee refused to sign" must be made. Any employee who feels he or she has been treated unfairly in the discipline process may seek redress via the appropriate channels.

3. SEPARATION

a. Overview

Continuity of employment has always been a major objective of the school district. Employees are recognized as valuable assets, and it is hoped that employees view their Jobs as something of personal value. For these reasons, it is the policy of the Bridgewater-Raritan Regional School District to make every practical effort to select and place individuals in jobs suited to their skills and abilities, in order to avoid voluntary or involuntary separation. The school district recognizes, however, that separation will occur as a result of resignation, discharges, health, reduction-in-force or retirement. All employees will be treated equitably when terminating employment with the Bridgewater-Raritan School District.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association:

1. An electronic copy of the agenda of all public Board meetings as soon as possible preceding the meeting. In case of agenda changes or emergencies, the Board will notify the Association president.
2. By September 30th of the contract year a current roster of employees (as of September 1st).
3. By September 30th of the contract year one (1) copy of the names and addresses of all employees.
4. Two (2) copies of the minutes of all public Board meetings after approval of the minutes subsequent to such meetings.
5. The Board agrees to make available to the Association such other public information requested by the Association that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the school building principal or the designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have access to use school facilities and equipment including typewriters, word processors, duplication equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the building principal or designee. The Association will pay for any damage incurred, loss, or theft of borrowed property. Such permission shall not be withheld unreasonably.
- D. The Association shall have, in each school building, space on the bulletin board in each staff lounge. The location of Association bulletin board space in each staff lounge shall be agreed upon mutually by the Association and the building principal. Materials to be posted shall be in good taste.
- E. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. Permission of the building principal or a designee shall be required. Such permission shall not be withheld unreasonably.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees and to no other comparable employee organizations.
- G. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled at the Superintendent's discretion the employee shall suffer no loss in pay. Service Personnel shall make up work time as agreed by the employee and his/her supervisor or have a deduction in pay.
- H.
 - 1. The following Association personnel shall be released from all non-teaching duties during the school year: President, Grievance Chairperson, and Negotiations Chairperson. Chief Association Representatives in the high school and the middle school shall be released from one non-instructional duty period each day and shall have no homeroom or be assigned other duty during homeroom.
 - 2. The Association President, regardless of assignment, will be provided with a maximum of twenty (20) days of release time per year, with no more than five (5) days to be taken in any one month. Said days shall be selected by the President who shall give reasonable notice thereof to his/her Principal. Permission shall not be unreasonably denied, and will be subject to the grievance procedure.
 - 3. The parties agree that efforts shall be made so that the President of BREA shall be assigned his/her preparation and BREA period during the last two periods of the day, if possible.
- I. Non-certified members of the Bridgewater-Raritan Education Association, Inc. who serve on Bridgewater-Raritan Education Association, Inc. governance bodies shall be permitted to attend the regular and special meetings of those bodies, at the time they customarily meet, 4 P.M., without loss of pay. Service Personnel shall make up work time as agreed by the employee and his/her supervisor or have a deduction in pay.

ARTICLE VI

EMPLOYEE'S WORK YEAR

- A. The teacher work year shall have one hundred eighty-three (183) student instructional days with one (1) day immediately preceding the opening of school and two (2) full day teacher in-service days. In the event that all three (3) emergency closing days are not used, school will be closed on days to be determined by the Board and in consultation with the Association. Personnel new to the school district may be required to attend an additional five (5) days of orientation prior to the opening of school. Teachers who have not completed required administrative and clerical responsibilities will be required to return on the day after school closes.
- B. 1. The School Counselors' work day will remain the same as current practice and work year will be the same as the teachers' work year. Counselors will work two (2) days between the close of schools and June 30th. Counselors will work five (5) work days during the summer months at a time mutually agreeable with their building principal. Counselors will receive the stipend (Appendix B) and one (1) additional cumulative sick day per contract year. Psychologists work year and work day will be the same as the teacher work year and day.
2. Teachers may be required to arrive one (1) period before or to depart one (1) period after normal arrival/departure provided the total in-school work day is no longer than the normal in-school work day. In choosing personnel to teach the early or late period, consideration shall first be given to those teachers who volunteer for the assignment. Teachers who are scheduled for early arrival will be compensated for "waiting time" if they are required to attend after-school meetings. Compensation shall be at the rate currently paid for class coverage. Meeting time for teachers who are scheduled for late arrival will be at the start of the individual's work day. The normal in-school total for traveling teachers shall be based on the normal in-school total in the building to which the employee first reports.
3. Teachers are expected to be at school at least ten (10) minutes prior to the opening of school. With the exception of days when faculty meetings, parent conferences, in-service training, or other school meetings are scheduled and days when additional help is being given to students, teachers may leave ten (10) minutes after the end of the school day, including all abbreviated schedules such as half-days and single session days. Except in emergencies faculty meetings, in-service training, parent conferences and other school meetings will not be scheduled on abbreviated schedule days preceding holidays. On days of mid-term and final exams at the High School, teachers shall work a full day even when students have a half day, provided that it is a full work day for other teachers in the District
- C. The work day of high school teachers will consist of five instructional classes, one prep period, one lunch period, one instructional tutorial period and one non-instructional duty period. The tutorial period will be the length of one regular teaching period. During the tutorial, teachers shall be required to monitor and assist with any and all education needs of the students as it pertains to the teachers' area of certification. Students will not be admitted unless they have a pass and are attending for the subject matter related to the teacher in charge of said tutorial. The tutorial period will not be used to monitor students that are not in need of help. The tutorial period will not be used for the supervision of students for disciplinary reasons. The tutorial will not include grading or lesson planning. The purpose of the tutorial period is to provide additional instructional support to students and shall be considered an instructional duty assignment. Teachers that teach additional classes for

additional compensation will not be relieved of their tutorial duty but rather, will be relieved of any other duty.

- D. Any school days not held due to snow or other emergency closing, which exceed the number necessary to achieve the state requirement, shall be made up and be considered as part of the total school year.
- E. Major changes in the school calendar shall be finalized by the Board after consultation with the Educational Council.
- F. The parties agree to establish a schedule advisory committee. It shall be made up of three teachers selected by the Association, three teachers selected by the Administration and with Administration members as well. It will meet to discuss possible recommendations for schedule changes. Any changes in terms and conditions of employment shall be subject to ratification.
- G. THE FOLLOWING PROVISIONS REFER TO SECRETARIAL/CLERICAL AND SERVICE PERSONNEL:

1. Work Week

a. Secretarial

	<u>Weeks/yr</u>	<u>Hours/wk*</u>	<u>Days/Yr</u>
12-month employees**	52	37-1/2	260
11-month employees	47.6	37-1/2	238
10-month employees	43.2	37-1/2	216
10-month level D	43.2	32-1/2	216

*35 hours per week during winter and spring vacations and from July 1st to September 1st.

**The summer hours for 12-month secretaries shall begin four (4) days after the teachers' last day.

b. Service Personnel

The normal work week is eight hours per day, five days per week or forty hours per week.

2. Overtime

a. Secretarial and Custodial

Overtime requires prior approval of the immediate supervisor. Overtime requests shall be received by the immediate supervisor at least 24 hours in advance of the anticipated overtime. In cases of emergency the 24 hour notification shall be waived. The emergency shall be determined by the individual's supervisor in consultation with the Central Administration.

Overtime after 8 hours per day-40 hours per week, will be paid at one and one-half times hourly rate. All overtime shall be paid on the 15th and the end of the month covering the previous payroll period. Example: Overtime worked as of September 15th will be paid on October 15th. Overtime as of September 30th will be paid on October 31st.

b. Custodial

Overtime will be assigned on an equitable rotation basis to and among the employees regularly assigned to the building in question, except in order to comply with State Black Seal license requirements; in which event, overtime will be offered to a licensed employee in that building, or if necessary, to another licensed employee of the school district. Any employee not wishing to work overtime may so inform his/her supervisor and thereafter will be eliminated from overtime assignment, except that no employees may refuse overtime in emergency situations or, where the school premises will be left unattended or understaffed by refusal of overtime.

c. Maintenance and Grounds

Overtime will be assigned on an equitable rotation basis to and among the employees regularly assigned to each individual department.

Any employee not wishing to work overtime may so inform his/her supervisor; this right of refusal will be charged as "hours refused", thereby moving the equitable rotation order to the next employee.

No employee shall refuse overtime in situations deemed by the supervisor to have urgent/emergency status.

1. Specialty jobs: If a job is deemed a "specialty" job by the supervisor, the employee most qualified in that specific field will receive primary consideration.

2. Continuation: If a job, begun during normal working hours, is determined by the supervisor to extend beyond the regular work day and require overtime, the worker(s) already in place will receive primary consideration.

3. Holidays

Full-time 12 month contract employees are entitled to a minimum of fourteen (14) paid holidays - thirteen (13) listed here and one or possibly two days based upon past practices of the Board. Independence Day, Labor Day, two NJEA Convention Days, Thursday and Friday of Thanksgiving, Two Winter Days, One New Year's Day, Martin Luther King Day, President's Holiday, Spring and Memorial Day.

4. Vacations

- a. Up to 11 months of service – Vacation days may be prorated at a rate of one (1) day per month.
- b. One year of continuous service as of June 30th - 11 working days
- c. Three years of continuous service as of June 30th - 12 working days
- d. Five years of continuous service as of June 30th - 14 working days
- e. Six years of continuous service as of June 30th - 15 working days
- f. Eight years of continuous service as of June 30th - 16 working days

- g. Ten to fifteen or more years of continuous service as of June 30th - 18-23 working days
- h. Twenty or more years of continuous service as of June 30th - 24 working days

Vacation time shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld at anytime, or withheld if it would mean loss of vacation days. Service Personnel vacations may be taken at times other than the normal summer vacation period provided at least thirty (30) days advance notice is given. Such vacation, however, must be approved by the Director of Environmental Services, and must not cause any disruption of normal operations, nor incur additional costs to the Board of Education.

5. Emergency Closing

Dependent upon the nature of the reason for the emergency closing of a particular school or the district's schools, all salaried employees are expected to report for work and shall promptly report their arrival to their immediate supervisor. On days when schools are closed because of weather conditions which result in extremely hazardous travel, personnel shall be notified that they are not expected to report for work. Such notification shall be made to the members of the Association at the time the school closing notification call system is instituted and all personnel should insure that they are listed on the individual school calling list. Absence of personnel on such days when they are expected to work should be reported in the usual manner.

Secretarial Personnel shall have the right to use vacation days in the event that they are unable to report to work.

- 6. For Service Personnel, the probationary period shall be ninety (90) calendar days; discipline and discharge shall not be grievable.

ARTICLE VII

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and their energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees, within reasonable limits, to provide the necessary services so that teachers will be relieved of non-teaching duties which can be better performed by clerical or custodial personnel.
- B. Teachers shall not be required to keep registers or move furniture or equipment of a heavy nature from room to room.
- C. Teachers shall not be required to collect money from students for lunch.
- D. 1. Any teacher employed in both morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school; such duty-free lunch period shall not be less than 30 minutes except in a school where the lunch period for pupils is less than 30 minutes, in which case the duty-free lunch period shall be not less than the lunch period time allowed pupils.

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. Teachers will sign in and out.
 3. Teachers may, for substantive reasons, be granted permission by the building principal or a designee to leave the building during their preparation period. Such permission will not be unreasonably denied. Teachers upon receiving said permission will sign in and out.
- E. Non-teaching duties at the middle school and high school shall be assigned on an equitable rotation basis among the available teaching staff members.
- F. So long as there are sufficient volunteers, chaperoning of after school activities will continue to be handled on a volunteer basis.
- G. Teachers may be required to attend up to three (3) faculty meetings per month. Faculty meetings will be scheduled on Mondays. District-wide meetings shall also be scheduled on Mondays. Committee meetings shall be in addition to the above three (3) meetings and shall be scheduled on days determined by the committee members. Employees required to travel to meetings will receive mileage reimbursement at the rate per mile set per Board Policy #4051.1(a)(7).
- H. Teachers may be required to serve as a mentor. Whether mentoring is voluntary or assigned, the following provisions will apply:
1. Mentoring positions will be posted and interested parties may apply through established procedures.
 2. If no one applies, mentors will be assigned on a rotating basis. No teacher will be assigned to mentor more than twice in a three year period. This provision does not apply to volunteers.
- I. For Pupil Assistance Committees (PAC) established in buildings, the following provisions will apply:
1. PAC positions will be posted and interested parties may apply through established procedures.
 2. PAC members shall be selected from volunteers as long as it's not state mandated.
- J. Teachers shall post, via an electronic posting, homework assignments on a weekly basis. If there are no homework assignments for the week the teacher shall post "No homework assigned". In-District voice mail should clearly identify the teacher.
- K. Teachers shall be required to post end of term grades within one (1) week of the terms completion.

ARTICLE VIII

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Appendix A which is attached hereto and made a part thereof.
- B. 1. Credit on the Teacher's Salary Guide shall be given for previous teaching experience in a duly accredited school upon employment at the discretion of the Superintendent of Schools. Upon employment, credit shall be given not to exceed four (4) years for military experience and not to exceed two (2) years for Peace Corps, VISTA, National Teachers Corps, or work and time spent on a Fullbright Scholarship.
2. Credit on the Secretarial and Clerical Salary Guide shall be as follows:
- a. Upon employment, credit for previous secretarial and clerical experience outside the district will be given at the discretion of the Superintendent or designee.
 - b. Advancement should be encouraged by providing for promotions to a higher job classification. Such advancement shall be compensated by lateral placement on the guide.
3. Credit for new Service Personnel previous experience may be given at the time of employment.
- Exceptional candidate's experience may be granted by the Superintendent.
4. Longevity for Secretaries
- a. Secretaries and clerks shall be entitled to placement on the longevity step of the Secretarial Salary Guide at the beginning of the twelfth (12th) year of credited service and progression through the salary guide, including at least one (1) year on the maximum step.
 - b. Credited service is defined as years of actual employment by the district under a standard nontenured or tenured secretarial salary contract and years of experience credit given at the time of hire as reflected by initial salary guide placement under B.2. above. For example, an initial placement at Step 3 would equate to two (2) years of credited service, and an initial placement at Step 4+ would equate to 3½ years of credited service.
 - c. A secretary shall receive one (1) year of credited service for each full year of employment and prorated credit for less than a full year.
 - d. Progression through the salary guide requires a secretary to move by successive steps from his/her initial guide placement to the step immediately prior to the longevity step on the salary guide and to be employed on the latter step for at least one (1) year.
 - e. Movement to the longevity step shall occur on July 1st following satisfaction by the secretary of the requirements for longevity placement.

6. Longevity for Service Personnel

- a. Service personnel shall be entitled to placement on the longevity step of the Custodial and Maintenance Guides (salary guides) at the beginning of the tenth (10th) year of credited service and progression through the salary guide, including at least one (1) year on the maximum step.
- b. Credited service is defined as years of actual employment by the district under an annual Service Personnel contract and years of experience credit given at the time of hire as reflected by initial salary guide placement under B.3. above. For example, an initial placement at Step 3 would equate to two (2) years of credited service.
- c. Service personnel shall receive one (1) year of credited service for each full year of employment and prorated credit for less than a full year.
- d. Progression through the salary guide requires service personnel to move by successive steps from his/her initial guide placement to the step immediately prior to the longevity step on the salary guide and to be employed on the latter step for at least one (1) year.
- e. Movement to the longevity step shall occur on July 1st following satisfaction by the employee of the requirements for longevity placement.

7. Longevity for Math and Literacy Support Instructional Assistants

- a. MLSIA shall be entitled to placement on the longevity step of the MLSIA Salary Guide at the beginning of the tenth (10th) year of employment in the district under a standard contract and progression through the salary guide.
- b. A MLSIA shall receive one year of longevity credit for each full year of employment and prorated credit for less than a full year. Hourly employment shall not be eligible for longevity credit.
- c. Progression through the salary guide requires a MLSIA to move by progressive steps from his/her initial guide placement to the step immediately prior to the longevity step on the MLSIA salary guide and to be employed on the latter step for at least one school year.
- d. Movement to the longevity step shall occur at the beginning of the school year following satisfaction by a MLSIA of the requirements for longevity placement.

- C. 1. All employees shall be paid semi-monthly installments on the 15th and last day of the month during the employees' work year. Checks dated for the pay date will be distributed at the end of the school day preceding the pay date.
2. Employees may individually elect to designate any percentage of their salary to be deposited in any account(s) of their choice.
3. When the pay date falls on or during a school holiday, vacation or weekend, the pay date shall be the last previous working day.

4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June provided they have completed all professional responsibilities.
5. Service Personnel officially transferred to a higher position for a minimum of thirty (30) calendar days shall be paid the pro-rated differential computed from the first day on the job.

- D.
1. The teacher is eligible for reimbursement of one hundred percent (100%) of the tuition costs for accredited courses up to twelve (12) credits in a school year, but no more than six (6) credits per semester when school is open. Each teacher is guaranteed reimbursement for the first approved three (3) credits successfully completed in each contract year. Subsequent successfully completed approved courses shall be reimbursed by dividing the remaining funds equally at the conclusion of the contract year. Tuition Reimbursement shall be based on the New Jersey State College tuition rates upon successful completion of all approved graduate courses. Courses required for certification may not be eligible. Courses relevant to a teacher's role, carrying only undergraduate credit may be reimbursed at the discretion of the Superintendent.
 2. To be eligible for reimbursement, courses taken must have either a present or expected future relation to the teacher's present or future assignment.
 3. Applications for course approval prior to taking the course must be submitted within the following enrollment periods:

Summer: Courses beginning on or after May 1st – no sooner than January 1st and no later than April 15th;

Fall: Courses beginning on or after September 1st – no sooner than May 1st and no later than August 15th;

Spring: Courses beginning on or after January 1st – no sooner than September 1st and no later than December 15th

Applications for approval for course enrollment and tuition reimbursement that are not submitted within the above enrollment periods will not be considered for tuition reimbursement. Payment of tuition reimbursement shall be made on the first of the month following the deadline date. A grade of "B" or better shall be required for tuition reimbursement. Courses that do not follow the traditional semester format such as on-line courses, and full-year courses must be applied for within the above-specified dates. Funds for reimbursement pursuant to subsection D.4 below will be encumbered based on the date of enrollment.

4. The Board's cost for tuition reimbursement shall be limited to the following amounts per school year.

2012-13	2013-14	2014-15
403,108	403,108	403,108

Any unused funds during any year shall be rolled into the next year and added to the funds specified above.

5. Teachers who receive approval for course enrollment and tuition reimbursement and who subsequently do not take the approved course for any reason may not substitute a course for the previously approved course. Teachers may not seek initial approval for more than six (6) credits per semester for the semesters beginning on or after September 1st and January 1st.
6. The deadline for reimbursement of tuition payment shall be March 10th for the fall semester, July 10th for the spring semester and October 10th for the summer session. Payment of tuition reimbursement for the first three (3) credits shall be made by the first of the month following the deadline date. Applications for reimbursement that are submitted after the deadline date shall not be considered until the next subsequent date.
7. Secretarial employees shall be reimbursed for all expenses incurred up to a maximum of the amounts shown below (total for all employees) for attending workshops, adult school courses, college courses and seminars related to the individual's job assignment upon written request to and the approval from the Manager of Personnel Services.

2012-13	2013-14	2014-15
\$7,445	\$7,445	\$7,557

8. Secretarial employees shall receive a stipend for college credits earned after September 1, 1990, at the following rates:

	2012-13	2013-14	2014-15
Six (6) credits	\$447	\$447	\$454
Twelve (12) credits	\$892	\$892	\$905
Eighteen (18) credits	\$1,340	\$1,340	\$1,360

All courses must have prior approval by the Superintendent or designee. All requests must be submitted in writing and must be related to the job description. Reimbursement will be in accordance with Article VIII.H.

9. Math Literacy Support Instructional Assistants (MLSIA) shall be eligible for one hundred percent (100%) tuition reimbursement for the successful completion of accredited college or university courses to a maximum of six (6) credits per school year, based on the New Jersey State College tuition rates. The maximum cost to the Board for MLSIA tuition reimbursement per school year (total all employees) is set forth below. Courses must have prior approval by the Superintendent or designee. All requests must be submitted in writing.

2012-13	2013-14	2014-15
\$14,890	\$14,890	\$15,113

- E. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate per mile set forth in Board policy #4051.1 (a)(7) for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the employee's home to the first location or from employee's last location to home is greater than the distance between the employee's home and base school, the employee shall be reimbursed for the difference at the rate per mile set forth in Board policy #4051.1 (a)(7).
- F. Employees shall be notified of their contract and salary status for the coming year no later than the notification date established by the State Department of Education.
- G. Teachers who earn salary level changes by September 1st shall be compensated for the earned salary level change effective as of said date, provided the request is submitted no later than October 10th. Teachers who earn salary level changes by February 1st shall be compensated for the earned salary level changes effective as of said date, provided the request is submitted no later than March 10th.
- H. Employees hired on or after November 4, 1999, will advance on the salary guide in accordance with the following:
1. If the employee is hired prior to February 1st of any year, the employee will be given credit for a full year of service for salary guide advancement purposes only. For example, an employee who is hired on December 1st of any year will advance to the next full step on the guide the following year.
 2. If the employee is hired on or after February 1st of any year, the employee will remain on the hiring step for the following school year. For example, an employee who is hired on April 15th of any year on Step 4, will remain on Step 4 the following September. This employee will advance to Step 5 on September 1st, at least one year after the hire date.
 3. For twelve-month and eleven-month employees, January 1st shall be substituted for February 1st and July 1st shall be substituted for September 1st in sub-section 1 and sub-section 2 above.
 4. Any employee who returns to work from an unpaid leave of absence will be placed on the salary guide in accordance with the principles set forth in sub-sections 1 and 2 above. For example, a teacher or MLS assistant who is paid for ninety-three (93) or more work days in the year (185 day work year) in which the unpaid leave of absence occurred will be advanced to the next step on the salary guide. Conversely, a teacher or MLS assistant who was paid for less than ninety-three (93) work days will remain on the same step on the salary guide in the year immediately following the year in which the unpaid leave occurred that the teacher or MLS assistant was on when the unpaid leave began. In this example, the number of paid days for secretaries and service employees to advance on the salary guide are:

12 month employees	— 131 days/year
11 month employees	— 120 days/year
10 month employees	— 109 days/year
 5. Tenured employees who return to work mid-year from a leave of absence granted pursuant to the provision of Article XII, Sections D.1 and 4, will be given credit for a full year of service for salary guide advancement purposes.

- I. The Board agrees to reimburse teachers \$70 for professional days taken to attend single day workshops and a maximum of \$100 to attend workshops of two or more days. Attendance at the workshop shall be preapproved by the Superintendent and/or his designee in accordance with district procedures and requisite BOE approval for reimbursement of travel. The workshop must be directly related to the teacher's assignment, as well as District and curricular goals. A full-day workshop involves a minimum time commitment of five hours.

ARTICLE IX

EMPLOYEES' FACILITIES

- A. The Board agrees to provide the following facilities:
1. A furnished room which shall be for the use of employees as a staff lounge, except in schools of eight (8) rooms or less.
 2. A serviceable desk, chair, and filing cabinet for the exclusive use of each teaching staff member where feasible.
 3. A communication system so that teachers can communicate with the office from their classrooms in each school containing eight (8) rooms or more.
 4. Clean employee lavatories separate from students' lavatories.
 5. Copies, exclusively for the use of the teacher, of all texts used in each of the courses the teacher is to teach.
 6. Chalkboard/whiteboard space in every classroom where needed.
 7. At least one unabridged dictionary in every school.
- B. The Board agrees to air condition staff lounges in all school buildings.

ARTICLE X

SICK LEAVE

- A. All employees shall be entitled to sick leave days each school year with pay as of the first official day of said school year whether or not they report for duty on the day as follows:
- | | |
|----------------------|-----------------|
| - 12 month employees | 14 working days |
| - 11 month employees | 13 working days |
| - 10 month employees | 12 working days |

Any of the unused sick leave days shall be accumulated from year to year with no maximum limit. Any unused temporary leave days (Article XI, Paragraph A, Section 6) shall be accumulated from year to year as sick leave days up to a maximum of fifteen (15) days for any given year.

- B. Previously accumulated unused sick leave days in Bridgewater-Raritan Regional School District will be restored to all returning employees except when compensated under Article X.H.
- C. Employees hired on a normal full-time contract basis but who, because of the date of start of full-time contract employment, will not work a full-time contract period will be entitled to pro-rata number of sick days based upon the minimum annual number provided by contract.
- D. An employee who has exhausted his/her sick leave because of prolonged illness may, on a case by case basis, have additional absences due to illness deducted at the following rates:
 - Certified personnel - actual substitute teacher rate per day
 - Secretarial personnel -- applicable hourly rate at Step I of the appropriate guide
 - Custodial/Maintenance personnel -- hourly rate, Step I, Custodian II.

The Superintendent may on a case by case basis recommend to the Board that the above deductions be waived in extenuating circumstances.

- E. Teachers employed in the summer program shall be granted non-accumulated sick leave as follows:
 - Four (4) weeks session -- one (1) day
 - Six (6) weeks session -- two (2) days
- F. All employees will be given an accounting of accumulated sick leave by the first week of school.
- G. 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.
- H. Upon the termination of the employment of an employee by retirement or deferred retirement as defined by either TPAF or PERS, the Board of Education shall compensate the employee for unused accumulated sick leave upon the following basis:
 1. One (1) day for every three (3) days of unused accumulated sick leave not to exceed the following amounts for any retiring employee:

	2012-13	2013-14	2014-15
Teachers	\$22,330	\$22,330	\$22,665
MLSIA	\$14,889	\$14,889	\$15,112
Secretaries	\$14,144	\$14,144	\$14,356
Service Personnel	\$14,144	\$14,144	\$14,356

2. The compensation rate for teachers and MLSIAs shall be 1/200th of the salary of the teacher at the time of retirement.
3. The rate for other employees (secretarial and service personnel) shall be the per diem rate based on the salary of the employee at the time of retirement. (See Article VI.E.1.a.)

4. The Board of Education shall deposit these monies in a tax sheltered annuity plan (403b) of the employee's choice as an employer contribution.
5. In the event of the death of a retirement eligible employee, as defined by either TPAF or PERS, the employee's beneficiary listed on their NJEA life insurance policy or such other beneficiary listed by the employee shall be paid their compensation for accumulated sick leave upon the basis of Article X.H.1, H.2 and H.3.

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the current school year, employees shall be entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum of seven (7) days in any contract year:
 1. Marriage in the immediate family, including self (three (3) days maximum for this reason) with two (2) weeks prior notice to the employee's immediate supervisor. Time cannot be taken on the first or last day of school, and must be taken at the time of the actual wedding ceremony.
 2. Graduation exercises of the employee, children, spouse and domestic partner from high schools or institutions of higher education.
 3. Required appearance in court.
 4. As may be required to meet the beginning or ending dates of NSF institutes, etc.
 5. Attendance of Association representatives at conferences and conventions of state and national affiliated organizations. (The combined total for all Association representatives shall not exceed nine (9) days.)
 6. Employees shall be granted two (2) temporary leave days for legal business and/or family matters. If, on any one (1) day, requests for a temporary leave day of a personal nature exceed seven percent in a building or, in case of buildings in which there are fewer than twenty (20) employees, these requests exceed two (2) employees, the Superintendent may deny or postpone requests beyond the above limitations. Such denial shall be subject to grievance procedures. Requests over the maximum percentage allowed, may be submitted for extraordinary reasons and shall not be unreasonably denied.

Verification of circumstances of such requests may be requested.

7. Up to three (3) days may be granted for serious illness in the immediate family (husband, wife, children and other members of the same home, domestic partners, father and mother; brothers and sisters; grandfathers; grandmothers; father-in-law and mother-in-law). In emergency situations twenty-four (24) hours notice requesting leave shall be waived provided such notice shall be given as soon as practical within such twenty-four (24) hour period. Serious illness is defined as illness requiring hospitalization and/or employee's presence at bedside.

8. Paternal leave (birth of a child two (2) days maximum for this reason.) In emergency situations, twenty-four (24) hours notice requesting leave shall be waived provided such notice shall be given as soon as practical within such twenty-four (24) hour period.

All leaves of absence referred to in this section are subject to the following conditions:

1. Except as otherwise provided in paragraph A.7. and A.8. above, at least twenty-four (24) hours notice shall be given in requesting a leave day through the building principal or immediate supervisor. Lacking such notice, the absence will be considered unauthorized and will be deducted at a daily rate of 1/200 of the annual salary for teachers, and one day's salary as specified in Article VI.E.1.a. for Secretarial/Clerical and Service Personnel. The immediate supervisor for Service Personnel shall be defined as follows:
 - a. Principal in the case of school custodians
 - b. Director of Environmental Services in the case of all non-school custodians
 - c. Director of Environmental Services in the case of maintenance personnel
 2. Temporary leave days described in Paragraph A.6. will not be granted the day immediately preceding or following a vacation or holiday.
 3. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days. Such denial shall be subject to the grievance procedure.
- B. Two (2) days may be granted to teaching staff members upon request to the office of the Superintendent of Schools for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- C. Up to five (5) days may be granted for death in the immediate family (husband, wife, domestic partners, children, father and mother; brothers and sisters; grandchildren; step-father, step-mother, step-children, step-brothers and step-sisters). Up to three (3) days may be granted for death of grandfathers and grandmothers; father-in-law, mother-in-law; brother-in-law, sister-in-law, son-in-law and daughter-in-law.
- D. Extensions to any temporary leaves of absence referred to in Section A, B and C as outlined above may be made at the discretion of the Superintendent of Schools. Any such granting of an extension shall not be considered as precedent setting.
- E. Any employee 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 leave of absence with pay. Whenever such military field training or attendance at service schools requires that the employee remain for a longer period than the prescribed two (2) weeks, the employee shall receive the difference between his/her pay and his/her military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

- F. Leaves taken pursuant to this ARTICLE shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XII

EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay for up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fullbright scholarship.
- B. A teacher on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any employee 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. 1. Leave of absence without pay will be granted to any tenured employee 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 mid-school year or end-of-school year for teachers. Benefits for the period from July 1 to the commencement of school to be reimbursed to the Board, at discretion of 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 1st for mid-year returns and March 1st for end of year returns.
2. Subject to the same notice and medical certification requirements stated in D.1. a leave of absence without pay for maternity shall be granted to any non-tenured employee not to extend beyond the end of the contract year in which the leave is granted.
3. A teacher on maternity leave shall have the opportunity to substitute in the Bridgewater-Raritan Regional School District in the area of the teacher's certification at the discretion of the Superintendent of Schools.
4. Any tenured employee adopting an infant child may be granted a leave of up to a period of two (2) years. Such leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for adoption.
- E. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools. Any such granting shall not be considered as precedent setting.
- F. 1. Upon returning from leave granted pursuant to Section A, B, C of this ARTICLE, an employee shall be considered as if actively employed by the Board during the leave, shall be placed on the salary schedule at the level that would have been achieved if the employee had not been absent, and shall receive credit toward longevity. An employee shall not receive increment credit for time spent on a leave granted pursuant to Sections D and E of this ARTICLE.

2. All benefits to which an employee is entitled to at the time an employee returns, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return. Teachers shall be assigned within the scope of certification as determined by the State Board of Examiners.
- G. All extensions or renewals of leaves shall be applied for and granted in writing and shall be acted upon by the Board of Education upon recommendation of the Superintendent of Schools. These requests must be made with sixty (60) days advance notice unless there are extenuating circumstances.
- H. To the extent that any element of this Article is in conflict with the Family Medical Leave Act or the New Jersey Family Leave Act, the statute shall be controlling.

ARTICLE XIII

SABBATICAL LEAVE

- A. A sabbatical leave of absence may be granted for the following reason:

Further education toward a degree beyond the bachelors degree with particular consideration given in those areas of university residency requirements of one year or unusual circumstances (e.g., government grant, authoring a textbook, research or study) indicated to be beneficial to the school district.
- B. If there are sufficient qualified applicants, sabbatical leaves may be granted by the Board of Education to a maximum of two (2) teachers upon the recommendation of the Superintendent of Schools.
- C. Requests for sabbatical leave must be received by the Superintendent in writing on forms as designated by the Board of Education no later than January 15th, and action must be taken on all such requests no later than the third week of March of the school year proceeding the school year for which the sabbatical leave is requested.
- D. The teacher must have completed at least seven (7) full school years of service in the Bridgewater-Raritan Regional School District, the last five (5) of which must have been consecutive.
- E. A teacher on sabbatical leave for a full school year will be paid by the Board at seventy-five percent (75%) of the salary rate which would have been received if the teacher had remained on active duty.
- F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of this absence.
- G. Any teacher 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 (½) 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 teacher, the teacher 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.

- H. No teacher who has been previously granted to take a sabbatical leave of absence shall be entitled to another sabbatical leave until the teacher has completed an additional seven years of service in the Bridgewater-Raritan Regional School District from the time of the completion of the previous sabbatical.

ARTICLE XIV

INSURANCE PROTECTION

- A. Effective July 1, 2012, the Board agrees that for the duration of this agreement it shall provide health benefits comparable to the School Employee Health Benefits Program. All employees shall contribute to the cost of their health benefits pursuant to law.

The prescription drug benefit plan will have the following copays: \$5 Generic / \$10 Brand Name / 2 X Mail Order.

- B. The Board will offer Healthcare and Dependant Care reimbursement accounts under a Section 125 program.
- C. The Board agrees to provide a family dental plan for all employees in the bargaining unit. Such program shall be the non-deductible UCR Dental Plan V as described by New Jersey Dental Service Plan, Inc. proposal dated January 4, 1983. Orthodontic coverage is available for dependent children under the age of 19. It will be reimbursed at 50% up to a lifetime maximum of \$1,500 per child.
- D. 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 Association. The retiree shall be responsible for all premium costs involved.
- E. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
- F. 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.
- G. The Board agrees to provide, at no cost to the employee, standard health tests as required of employees to maintain their employment provided said employee avails himself/herself of the program provided by the Board.
- H. The Board shall provide health-care insurance coverage to any employee granted a bona fide sick leave up to a maximum of one (1) year.
- I. Employees who elect to waive their medical insurance benefits outlined in Article XIV.A. shall be compensated in accordance with the waiver provisions of the School Employee Health Benefits Program. Prior to making such an annual 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.

ARTICLE XV

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Bridgewater-Raritan Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:1 4-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the New Jersey Education Association (NJEA) by the 15th of each month following monthly pay period in which deductions were made. Employee authorizations shall be in writing on the proper forms.
- B. Each of the associations listed on the form shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- D. The filing of notice of an employee's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.
- E. The Board agrees to provide for a maximum of five (5) voluntary deductions from salary for the tax sheltered annuity program. No change in existing carriers will be made without mutual agreement between the Board and the Association.

ARTICLE XVI

PROMOTIONS

- A. Certified Staff
Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions shall be published by means of a notice which shall be posted in each school. A copy of said notice shall be given to the Association at the time of posting. The notice of vacancies in promotional positions shall clearly set forth the qualifications for the position, its duties, and the rate of compensation.
- B. Secretarial Staff
Announcement of each secretarial or clerical opening in the district, including positions requiring secretarial and clerical skills not covered by this Agreement, shall be publicized by means of a notice which shall be posted in each district building. Such notice shall indicate the title and location of the position, the salary, and a brief description of duties. All qualified applicants shall be given adequate opportunity to apply for the vacancy.

C. Service Staff

Salaried service personnel of the school district staff, when qualified, are to be given first consideration for promotions.

ARTICLE XVII

CLASS COVERAGE

- A. The Board agrees to provide substitutes for absences of classroom and special area teachers. In those cases where regular substitutes are not available such coverage shall be arranged by the principal or a designee and shall be distributed as equitably as possible among the teachers in the school. Each teacher required to cover a middle school or high school class or any portion thereof shall be compensated at the per period rate as applicable. In the primary/intermediate schools, teachers shall be compensated for coverage on a pro-rated basis of a rate shown below.

	2012-13	2013-14	2014-15
Middle/High School	\$33	\$33	\$34
Primary/ Intermediate	\$203	\$203	\$206

ARTICLE XVIII

REPRESENTATIVE FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such employees.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.
- C. The representation fee shall be in an amount as determined by the Association in accordance with the law. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.
- D. For the purpose of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.
- E. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:1 5A5.4(2)(c) and (3)(1.1979, c.477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

- F. The provisions of this Article (Representation Fee) shall be applied to all employees except home bound teachers, coaches, advisors and other Appendix C positions in accordance with State Law.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. 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.
- C. Any employee contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. Nothing in this Agreement shall be construed as indicating that the Association or the Board waives its rights with respect to the future-negotiability or nonnegotiability of items of terms and conditions of employment with respect to successor agreements.
- E. Copies of the Agreement shall be reproduced at the expense of the Board and presented to all employees.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram or registered letter at the following addresses:
1. If by Association to Board at 836 Newmans Lane, P.O. Box 6030, Bridgewater, NJ. 08807-0030.
 2. If by Board to the President of the Association at the appropriate address as filed with the Board of Education.

ARTICLE XX

MANAGEMENT RIGHTS

Subject to the express provisions of the Agreement and in compliance with law, the Board retains all rights, powers, functions, and authority of management, including the hiring, supervision, discipline, and promotion of employees, the direction of school operations and the determination of the methods, means, and personnel by which such operations are to be conducted and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE XXI

EMPLOYMENT CONDITIONS FOR SUBSTITUTES

- A. Substitutes shall be assigned on the basis of requests by the staff as approved by the principal.
- B. After above requests have been filled, substitute teachers who are members of the bargaining unit shall be called to fill remaining vacancies.
- C. Every effort shall be made to place a substitute teacher in those areas for which the substitute teacher has expressed an interest and availability for employment.
- D. A substitute educator who places no limitations on the day per week, school, grade or discipline he/she will cover shall be entitled to refuse a call from the district for eighteen (18) days during the school year without prejudice.

A substitute educator who places any limitations on the above shall be entitled to refuse a call from the district for ten (10) days during the school year without prejudice.

Prejudice shall be defined as loss of status from the preferred list for the remainder of the year.

- E. The work duties of the substitute teacher will be the same as those assigned to the regular classroom teacher whom the substitute is replacing.
- F. When a substitute teacher works in two schools as part of two (2) separate half day assignments, there shall be provided a reasonable amount of time for lunch and travel between the two schools involved.
- G. All substitute teachers shall be entitled to at least one-half hour duty free lunch or the equal to the existent building schedule.
- H. The aforementioned work day provisions are subject to the following: Where a substitute teacher works a full day, that substitute shall be entitled to no more than one prep period and one lunch period during that day.
- I. Any substitute teacher who travels between two (2) or more buildings as part of a regular schedule for the teacher replaced shall be compensated at the rate per mile set forth in Board Policy #4051.1(a)(7).
- J. The Board agrees to provide, at no cost to the substitute teacher, standard health tests as required of teachers to maintain their employment.
- K. Substitutes who were members of the bargaining unit in a previous year and who subsequently were employed on a contract basis shall have full rights under this contract upon reversion to substitute teacher status.
- L. Absences for illness reasons by long-term substitutes are acknowledged and will be compensated at the difference between the long-term substitute rate and the rate for the per diem substitute hired or the actual cost to the Board to provide internal coverage, if necessary, subject to the following conditions:
 - 1. After 20 days, one day for every 20 days worked as a long-term substitute.
 - 2. Days shall be cumulative within the current school year.

3. Days are non-cumulative from year to year.
4. All payments under the proviso will be calculated and paid subsequent to the completion of the assignment.

M. Announcements of Fall/Spring district in-service offerings will be mailed to preferred group members at the home address listed for distribution of payroll checks.

ARTICLE XXII

SALARY PROGRAM FOR SUBSTITUTES

A. 1. Substitute teachers who were hired before July 1, 1996, will be paid:

2012-03	2013-14	2014-15
\$145	\$145	\$147

2. Substitute teachers hired after July 1, 1996, will be paid:

2012-03	2013-14	2014-15
\$122	\$122	\$124

3. Substitute nurses will be paid:

2012-03	2013-14	2014-15
\$223	\$223	\$226

B. In the instance where a substitute is employed for twenty-one (21) consecutive school days or longer for the same teacher, the rate of pay will be, as outlined below, retroactive to day one. If it is known that a regular teacher will be absent for twenty-one (21) days or longer, the substitute accepting the assignment for twenty-one (21) days or longer will receive the following rates of pay from the first day:

2012-03	2013-14	2014-15
\$223	\$223	\$226

Long term substitutes shall maintain the long-term salary even if the service is interrupted by illness not to exceed six consecutive school days. When the hiring of a certified substitute teacher is not feasible, the substitute teacher hired should be selected by merit and qualification and for the educational benefit to the student. Factors such as years of experience, educational training and background and past substitute performance will be considered, however, final judgment as to selection of the substitute rests with the Assistant Superintendent. A certified substitute will be defined as holding a valid New Jersey Teaching Certificate. All substitute teachers (regardless of certification status) are to receive the long-term rate of pay when it has been determined that the substitute teacher will be in the classroom twenty-one (21) days or longer. If it is not known at the beginning of the assignment that it is to be more than twenty-one (21) days then retroactive payment will be made once twenty-one (21) days are reached.

C. The long term substitute rate will apply for substitute coverage in the event of a regular teacher's death or the sudden cessation of a regular teacher's employment.

- D. A substitute may on occasion, because of his/her assignment, be required to attend back-to-school nights or, at the Primary level return for evening parent conferences. The substitute is expected to perform the service if requested and as compensation will receive one full day at the long-term substitute rate for each function attended. Other after hour situations as requested by the administration will be compensated at half the current at half the current daily rate being paid the substitute.
- E. Substitute teachers working four (4) hours per day or more shall be paid for a full day. Half-day sessions are four (4) hours; therefore, substitutes shall be paid for a full day. Substitute teachers working less than four (4) hours shall be paid for one-half day.
- F. Additional Coverage
Substitute educators (grades 7-12) shall be compensated at the per period rate for any additional coverage beyond the teacher's schedule but within the school day. At the Primary level substitute educators shall be compensated for coverage of a portion of another class on a prorated basis (the day divided into six (6) one hour periods) at a rate per day shown below.

	2012-03	2013-14	2014-15
Middle/High School	\$20	\$20	\$21
Primary/ Intermediate	\$117	\$117	\$119

- G. If there are no requests for coverage or requests cannot reasonably be filled the assignment will be offered based on certification and qualifications to either a preferred or non-preferred substitute teacher.

ARTICLE XXIII

SALARY POLICY FOR SUBSTITUTES

- A. All substitute teachers shall be paid on the 15th and the last day of the month with the exception of July and August. The final check shall be July 15th or earlier if possible, and shall include the days up until and including the last day of school.

Enclosed with the paycheck shall be a statement of the dates worked and the rate paid.

All errors when possible shall be corrected by the next district pay period.

- B. In order to accurately notify all eligible bargaining unit members, the Board shall certify the Association by August 1st, the total days worked by each substitute in the district in the previous year.
- C. Substitute teachers shall be paid one (1) half-day salary in the event that a previously arranged assignment is canceled within 24 hours of the time the assignment was to begin. At the time of cancellation, if another equivalent assignment is offered and refused, payment will not be made for the "canceled" substitute assignment. Equivalent is defined as primary/intermediate, middle school/high school assignment.

ARTICLE XXIV

COMPLAINT PROCEDURE FOR SUBSTITUTES

- A. Any complaint/circumstance which could adversely affect the substitute's employment shall be communicated by the building principal or immediate supervisor in an informal conference or by written notification.
- B. If a decision is made that the substitute shall not continue in a particular school or in the district, the Personnel Office shall notify the substitute in writing. Prior to written decision of the Superintendent's designee, a substitute shall have the right to request a meeting with the designee.
- C. In the event that the substitute does not agree with the administrative decision, such disagreement may be pursued by the substitute or the Association under the provisions of Article III of the Agreement.
- D. The substitute teacher shall have the right to be represented by the Association at any meeting or conference regarding such complaint circumstances.

PART II -- ASSISTANTS

(All provisions contained in PART II apply to those personnel as defined in Article XXV – Recognition only, unless otherwise noted.)

ARTICLE XXV

RECOGNITION

Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel employed by the Board as included herein:

Cafeteria Assistants
Cafeteria Assistants-In-Charge
Playground Assistants
Teacher Assistants

Team Teaching Assistants
Language Lab Assistants
Library Assistants
Special Education Assistants

The Board of Education will continue to employ non-bargained for personnel with the nomenclature assistant in the job title, i.e., classroom assistant. These job titles continue to be excluded from recognition except as defined above. Excluded: all Supervisory, casual, receptionist, secretaries, managerial, and confidential employees and bus drivers.

ARTICLE XXVI

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with the rules and regulations of PERC. The agreements negotiated shall apply to the unit defined, be reduced in writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE XXVII

GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by an employee, employees, or representative of an employee or employees, that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting them. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time the employee knew or should know of its occurrence. The Superintendent may grant an extension upon request by the Association and the Association may grant an extension upon request by the superintendent. Extensions may not be unreasonably withheld.
- 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 employees 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.
1. Level One
Any employee who has a grievance shall discuss it first with the employee's principal (or immediate supervisor or department head if applicable) in an attempt to resolve the matter informally at that level.
 2. Level Two
If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) business office work days, the employee may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms provided. The principal or immediate supervisor shall communicate a decision to the employee in writing with reasons within three (3) business office work days of receipt of the written grievance.
 3. Level Three
The employee, no later than five (5) business office work days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent of Schools. This appeal to the Superintendent must be made in writing reciting the matter submitted to the principal or immediate supervisor as specified above and dissatisfaction with decisions previously rendered. The Superintendent 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 employee and the principal.

4. **Level Four**

If the grievance is not resolved to the employee's satisfaction, the employee, 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 the request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) business office work days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. **Level Five**

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, the grievant shall notify the Board through the Superintendent within ten (10) business office work days of receipt of the Board's decision. An employee in order to process a grievance beyond level four must have a request for such action accompanied by the written recommendation for such action by the Association. No claim by a grievant 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 including the withholding of a salary increment, and/or a complaint by a tenured employee which arises by reason of written charges by the Board to the Commissioner of Education which could result in dismissal or a reduction in salary, (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, (d) Board policies and administrative decisions which do not call into question a provision of the agreement, (e) a complaint of a non-tenured employee which arises by reason of non-employment, or (f) any matter which according to law is beyond the scope of the Board authority.

E. **Procedures 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.
3. 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) business office work 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.

E. **Powers of the Arbitrator**

1. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education.

2. 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) days of the completion of the arbitrator's hearings.
3. 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 a misinterpretation, misapplication, or a violation of any of the provisions of the Agreement.

F. Rights of Employees to Representation

1. Any aggrieved person may be represented personally at all stages of the grievance procedure or, as an option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified by the principal or immediate supervisor, that the grievance is in process, shall have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.

G. Miscellaneous

1. Forms pertaining to the filing of grievances shall be prepared by the Association and the Superintendent or designee.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the following provisions will apply:
 - a. Two (2) or more parties, in one building, the Association will initiate the grievance procedure at Level II.
 - b. Two (2) or more parties, in more than one building, the Association will initiate the grievance procedure at Level III.
 - c. The grievance may be processed through all levels of the grievance procedure regardless of initiation level, even though the aggrieved person(s) does not wish to do so.

H. Costs

1. Each party shall bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties, and they shall be shared equally.

ARTICLE XXVIII

ASSOCIATION (ASSISTANTS ONLY) RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association:
 - 1. By September 30 of the year the contract is to expire, a current roster of assistants (as of September 1).
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the school building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have access to use school facilities and equipment, including typewriters and copy machines at reasonable times when such equipment is not otherwise in use.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes. A mail box or receptacle for mail shall be provided for assistants in every school. Permission of building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.
- E. All Association business shall be conducted outside of working hours. Whenever any representative of the Association or any assistant participates during working hours in negotiations, grievance proceedings, conferences, or meetings scheduled at the Board's discretion, he/she shall suffer no loss in pay.

ARTICLE XXIV

ASSISTANTS RIGHTS

- A. Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby agrees that every employee of the Board included in the unit as set forth under "Recognition" shall have the right to freely organize, join and support the Association and its activities for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any assistant in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, or other laws of New Jersey or Constitutions of New Jersey and the United States.
- B. No assistant shall be disciplined, reprimanded or have his/her increment withheld without just cause.
- C. Nothing contained herein shall be construed to deny or restrict to any assistant such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- D. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, handicap, 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.

E. The length of the work day for assistants shall be:

Cafeteria/Playground	3*	Teacher Assistants	
Language Lab	6.5	High School	3.5
Library	3	Intermediate/Middle	6
Special Education		Elementary	5.5
High School	7		
Middle School	6.5		
Elementary/Intermediate	6.25		

*with the exception of those "grand-fathered" personnel.

F. The work year for all assistants shall be 185 days, 183 student instructional days plus one (1) day immediately preceding the opening of school and (1) day on the date of the first teacher's in-service program. Any change must be announced by the Superintendent no later than June 15 of the prior academic year.

ARTICLE XXV

SICK LEAVE

- A. All assistants shall be entitled to twelve (12) sick leave days each school year with pay as of the first official day of said school year. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit. Sick days will be pro-rated for employees who begin employment after the start of the contract at the rate of one day for each month of employment.
- B. All BREA member assistants employed in the summer program shall be granted one (1) non-accumulated sick day for that summer program.
- 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. Any unused temporary leave days (Article XXVI.A.) shall be accumulated from year to year as sick leave days.
- E. Upon the termination of the employment of an assistant by retirement after at least twenty (20) years of employment in the district, the Board of Education shall compensate the assistant for unused accumulated sick leave upon the following basis:
1. One (1) day for every three (3) days of unused accumulated sick leave to a maximum of forty-five (45) paid days.
 3. The per diem compensation rate shall be the product of the number of hours worked per day times the hourly rate of the assistant at the time of retirement.

ARTICLE XXVI

TEMPORARY LEAVE OF ABSENCE

- A. Assistants shall be granted two (2) temporary leave days for Legal Business and/or Family Matters. At least 24 hours notice shall be given in requesting a leave day through the building principal or immediate supervisor. Lacking such notice, the absence will be considered unauthorized and will be deducted. Assistants employed on or before November 1 shall be entitled to two (2) Article 7-A days; employed on or before March 1 shall be entitled to one (1) Article 7-A day; employed after March 1, no Article 7-A days.
- B. Excused absences, arranged at least 24 hours in advance, may be granted as approved by the building principal, for any of the following reasons, up to a maximum of two days per year:
1. Marriage in immediate family. Immediate family is limited to self, children, mother, father, sister, brother, grandchildren, mother-in-law, father-in-law.
 2. Graduation exercises of employee, children or spouse. This section applies to graduation from high schools or institutions of higher learning.
 3. Required appearance in court involving no moral turpitude on the part of the employee.
 4. Unusual circumstances.

NOTE: Personal days will not be granted the day immediately preceding or following a holiday.

- C. Emergency leave, which cannot accumulate may be granted for up to three (3) days for critical illness in the immediate family.
1. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside. Such absences of two or more consecutive days must be supported by a medical certification as to the seriousness of the illness of the family member requiring the employee's absence.
 2. Immediate family means husband, wife, children and any other members of the same home; domestic partners, father, mother, brother, sister, grandfather, grandmother, mother-in-law, father-in-law.
 3. Emergency leave requests are to be made to the building principal. The number of days is at the discretion of the Board of Education or its agent(s) and the length of the emergency leave granted is final.
 4. Up to five (5) days may be granted for death in the immediate family: husband, wife, domestic partners, children, father and mother; brothers and sisters; grandchildren, step-father, step-mother, step-children, step-brothers and step-sisters, member of same home. Up to three (3) days may be granted for death of grandfathers and grandmothers; father-in law, mother-in-law; brother-in-law, sister-in-law, son-in-law and daughter-in-law.

- D. One Professional Day may be granted to each Educational Assistant upon request to and approval by the Superintendent or his designee.

ARTICLE XXVII

IN-SERVICE

In-service workshop(s) for assistants will be developed through a Collaborative Committee to develop in-service training with approval by Supervisors and Administrators. Such workshops are mandatory.

ARTICLE XXVIII

INSURANCE

- A. 1. Effective July 1, 2012, the Board of Education agrees that for the duration of this agreement, it shall provide health benefits equal to or better than the School Employee Health Benefit Program, as of July 1, 2012. All employees shall contribute to the cost of their health benefits pursuant to law.
- 2. The prescription drug benefit plan will have the following copays: \$5 Generic / \$10 Brand Name / 2 X Mail Order.
- 3. Health and dental insurance for new employees hired at the beginning of the school year will become effective on September 1st. Health insurance for new employees hired after the school year commences will become effective sixty (60) days after their hire date. Dental insurance will become effective the first of the month following sixty (60) days after their hire date.
- B. The Board agrees to provide a family dental plan for all assistants working twenty (20) hours or more per week. The plan available is that which is in place as of July 1, 2012.
- 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 Association. The retirees shall be responsible for all premium costs involved.
- D. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
- E. 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.
- F. The Board agrees to provide, at no cost to the employee, standard health tests as required of employees to maintain their employment provided said employee avails himself/herself of the program provided by the Board.
- G. The Board shall provide health-care insurance coverage to any employee granted a bona fide sick leave up to a maximum of one (1) year.

- H. Employees who elect to waive their medical insurance benefits outlined in Article XXVII.A. shall be compensated in accordance with the waiver provisions of the School Employees Health Benefit Program. Prior to making such an annual 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.
- I. The Board shall implement a Section 125 plan for all eligible Assistants where necessary in accordance with law.

ARTICLE XXIX

SALARY PROGRAM

- A. See attached salary guides.
- B. Assistants employed on or before February 1 of the school year, upon recommendation for re-employment, shall be entitled to full step and guide increment. Assistants hired after February 1, upon recommendation for re-employment, shall be entitled to guide increment only.
- C. For the 03-04 school year, longevity payments to assistants shall reflect the system of payment under the July 1, 2000 - June 30, 2003 contract. Beginning July 1, 2004, assistants shall be granted a longevity payment subject to the following conditions:
 - 1. At the beginning of their eleventh (11) year of consecutive employment in the Bridgewater-Raritan School District, assistants will receive a \$400 longevity payment that will be paid in 20 equal installments, on regular payroll schedule.
 - 2. At the beginning of their twenty-first (21) year of consecutive employment in the Bridgewater-Raritan School District, assistants will receive a \$600 longevity payment that will be paid in 20 equal installments, on regular payroll schedule.
- D. Head cafeteria/play assistants will receive a compensation of fifty cents (.50) an hour.

ARTICLE XXX

VACANCIES AND NEW POSITIONS

- A. Announcement of each assistant opening in the district will be posted in each school building main office and in the district Personnel office.
- B. In the event of job termination, a thirty (30) day notice will be given. If termination is through RIF, notice will be given by June 1st.
- C. An employed assistant who applies in writing for a new position or vacancy will receive in writing acknowledgment of his/her application and if denied the position, a letter of disposition.

ARTICLE XXXI

EDUCATIONAL COMPENSATION

If an assistant enrolls in and completes and received a satisfactory grade in an approved course designed to equip him/her for better performance and efficiency in his/her job, he/she shall be reimbursed for the cost of the course based upon the County College tuition rate. For the unit not to exceed \$7000 FOR year for the entire B.R.E.A. Association. An assistant shall be limited to a maximum of three credits per semester. Requests for course reimbursement must be submitted by February 10 for courses completed during the Fall semester and July 10 for courses completed during the Spring semester. Request for course approval is to be made in advance of the course starting date on the approved form. Final approval is at the sole discretion of the Superintendent or his designee.

Non-credit courses not charged against this fund.

One course (3 credits) per person, per semester until all have one. If money is still available then second courses will be paid (prorate if necessary). If excess funds are available at the end of year, existing persons whose tuition rate was higher than County College rate can receive equal amounts per course, except no one can be paid more than actual cost.

ARTICLE XXXII

MISCELLANEOUS

NO WORK STOPPAGE: The Association agrees that during the life of this Agreement there shall be no work stoppages or job actions.

Definition of Job Action: A group of employees either refusing to perform routine tasks within their job description or the deliberate delay of the operation of the school program or disrupting the school program.

MANAGEMENT RIGHTS: Except as otherwise provided in the Agreement, the Board reserves to itself the right of sole jurisdiction and authority over all matters of policy and operations and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulation.

Reference: NJ Statutes 18A:16-6

ARTICLE XXXIII

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Bridgewater-Raritan Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:1 4-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the New Jersey Education Association (NJEA) by the 15th of each month following monthly pay

period in which deductions were made. Employee authorizations shall be in writing on the proper forms.

- B. Each of the associations listed on the form shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- D. The filing of notice of an employee's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

ARTICLE XXXIV

REPRESENTATIVE FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such employees.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.
- C. The representation fee shall be in an amount as determined by the Association in accordance with the law. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.
- D. For the purpose of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.

ARTICLE XXXV

DURATION OF AGREEMENT

- A. This Agreement, inclusive of Part I and II, shall be effective as of July 1, 2012, except as herein provided and shall continue in effect through June 30, 2015. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- B. In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, on the day and year first above written.

BRIDGEWATER-RARITAN
EDUCATION ASSOCIATION, INC.

BRIDGEWATER-RARITAN
REGIONAL BOARD OF EDUCATION

BY:



President



Secretary




Negotiations Chairperson

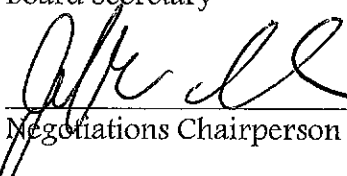
BY:



President



Board Secretary



Negotiations Chairperson

Teachers Salary Guide - 2012 – 2013

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DR
1	48,320	49,795	51,270	52,745	54,220	55,695	57,170	58,645	60,120	61,595	63,070
2-4	48,820	50,295	51,770	53,245	54,720	56,195	57,670	59,145	60,620	62,095	63,570
5-6	49,320	50,795	52,270	53,745	55,220	56,695	58,170	59,645	61,120	62,595	64,070
7	49,820	51,295	52,770	54,245	55,720	57,195	58,670	60,145	61,620	63,095	64,570
8	50,320	51,795	53,270	54,745	56,220	57,695	59,170	60,645	62,120	63,595	65,070
9	50,820	52,295	53,770	55,245	56,720	58,195	59,670	61,145	62,620	64,095	65,570
10	52,900	54,375	55,850	57,325	58,800	60,275	61,750	63,225	64,700	66,175	67,650
11	55,825	57,300	58,775	60,250	61,725	63,200	64,675	66,150	67,625	69,100	70,575
12	58,830	60,305	61,780	63,255	64,730	66,205	67,680	69,155	70,630	72,105	73,580
13	61,915	63,390	64,865	66,340	67,815	69,290	70,765	72,240	73,715	75,190	76,665
14	65,080	66,555	68,030	69,505	70,980	72,455	73,930	75,405	76,880	78,355	79,830
15	68,325	69,800	71,275	72,750	74,225	75,700	77,175	78,650	80,125	81,600	83,075
16	71,650	73,125	74,600	76,075	77,550	79,025	80,500	81,975	83,450	84,925	86,400
17	75,055	76,530	78,005	79,480	80,955	82,430	83,905	85,380	86,855	88,330	89,805
18	78,540	80,015	81,490	82,965	84,440	85,915	87,390	88,865	90,340	91,815	93,290
18A- 19	82,105	83,580	85,055	86,530	88,005	89,480	90,955	92,430	93,905	95,380	96,855
19-20	85,750	87,225	88,829	90,175	91,650	93,125	94,600	96,075	97,550	99,025	100,500

Teachers Salary Guide ~ 2013 ~ 2014

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DR
1-2	51,035	52,535	54,035	55,535	57,035	58,535	60,035	61,535	63,035	64,535	66,035
3-5	51,535	53,035	54,535	56,035	57,535	59,035	60,535	62,035	63,535	65,035	66,535
6-7	52,035	53,535	55,035	56,535	58,035	59,535	61,035	62,535	64,035	65,535	67,035
8	52,535	54,035	55,535	57,035	58,535	60,035	61,535	63,035	64,535	66,035	67,535
9	53,035	54,535	56,035	57,535	59,035	60,535	62,035	63,535	65,035	66,535	68,035
10	53,535	55,035	56,535	58,035	59,535	61,035	62,535	64,035	65,535	67,035	68,535
11	55,575	57,075	58,575	60,075	61,575	63,075	64,575	66,075	67,575	69,075	70,575
12	58,175	59,675	61,175	62,675	64,175	65,675	67,175	68,675	70,175	71,675	73,175
13	60,890	62,390	63,890	65,390	66,890	68,390	69,890	71,390	72,890	74,390	75,890
14	63,720	65,220	66,720	68,220	69,720	71,220	72,720	74,220	75,720	77,220	78,720
15	66,665	68,165	69,665	71,165	72,665	74,165	75,665	77,165	78,665	80,165	81,665
16	69,725	71,225	72,725	74,225	75,725	77,225	78,725	80,225	81,725	83,225	84,725
17	72,900	74,400	75,900	77,400	78,900	80,400	81,900	83,400	84,900	86,400	87,900
18	76,190	77,690	79,190	80,690	82,190	83,690	85,190	86,690	88,190	89,690	91,190
19	79,595	81,095	82,595	84,095	85,595	87,095	88,595	90,095	91,595	93,095	94,595
20	83,115	84,615	86,115	87,615	89,115	90,615	92,115	93,615	95,115	96,615	98,115
21	86,750	88,250	89,829	91,250	92,750	94,250	95,750	97,250	98,750	100,250	101,750

Teachers Salary Guide - 2014 - 2015

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DR
1	51,035	52,560	54,085	55,610	57,135	58,660	60,185	61,710	63,235	64,760	66,285
2-3	51,535	53,060	54,585	56,110	57,635	59,160	60,685	62,210	63,735	65,260	66,785
4-6	52,035	53,560	55,085	56,610	58,135	59,660	61,185	62,710	64,235	65,760	67,285
7-8	52,535	54,060	55,585	57,110	58,635	60,160	61,685	63,210	64,735	66,260	67,785
9	53,035	54,560	56,085	57,610	59,135	60,660	62,185	63,710	65,235	66,760	68,285
10	53,535	55,060	56,585	58,110	59,635	61,160	62,685	64,210	65,735	67,260	68,785
11	55,575	57,100	58,625	60,150	61,675	63,200	64,725	66,250	67,775	69,300	70,825
12	58,175	59,700	61,225	62,750	64,275	65,800	67,325	68,850	70,375	71,900	73,425
13	60,890	62,415	63,940	65,465	66,990	68,515	70,040	71,565	73,090	74,615	76,140
14	63,720	65,245	66,770	68,295	69,820	71,345	72,870	74,395	75,920	77,445	78,970
15	66,665	68,190	69,715	71,240	72,765	74,290	75,815	77,340	78,865	80,390	81,915
16	69,725	71,250	72,775	74,300	75,825	77,350	78,875	80,400	81,925	83,450	84,975
17	72,940	74,465	75,990	77,515	79,040	80,565	82,090	83,615	85,140	86,665	88,190
18	76,360	77,885	79,410	80,935	82,460	83,985	85,510	87,035	88,560	90,085	91,610
19	79,885	81,410	82,935	84,460	85,985	87,510	89,035	90,560	92,085	93,610	95,135
20	83,515	85,040	86,565	88,090	89,615	91,140	92,665	94,190	95,715	97,240	98,765
21	87,250	88,775	90,329	91,825	93,350	94,875	96,400	97,925	99,450	100,975	102,500

2012-13**Secretarial Salary Guide**

Step	A	B	C	D
1	40,389	38,607	34,253	24,553
2-3	41,339	39,515	35,055	25,123
4	42,289	40,422	35,858	25,693
5	43,239	41,329	36,661	26,263
6	44,189	42,236	37,464	26,833
7	45,139	43,144	38,266	27,403
8	46,089	44,051	39,069	27,973
9	47,039	44,958	39,872	28,543
10	47,989	45,865	40,675	29,113
11	48,939	46,773	41,477	29,683
Longevity	52,904	50,554	44,811	32,018

2013-14**Secretarial Salary Guide**

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
1	41,438	39,573	35,015	24,863
2	42,388	40,481	35,818	25,433
3-4	43,338	41,388	36,621	26,003
5	44,288	42,295	37,423	26,573
6	45,238	43,202	38,226	27,143
7	46,188	44,110	39,029	27,713
8	47,138	45,017	39,832	28,283
9	48,088	45,924	40,634	28,853
10	49,038	46,831	41,437	29,423
11	49,988	47,739	42,240	29,993
Longevity	54,058	51,625	45,679	32,435

2014-15**Secretarial Salary Guide**

Step	A	B	C	D
1	42,660	40,740	36,048	25,596
2	43,610	41,648	36,850	26,166
3	44,560	42,555	37,653	26,736
4-5	45,510	43,462	38,456	27,306
6	46,460	44,369	39,259	27,876
7	47,410	45,277	40,061	28,446
8	48,360	46,184	40,864	29,016
9	49,310	47,091	41,667	29,586
10	50,260	47,998	42,470	30,156
11	51,210	48,906	43,272	30,726
Longevity	55,286	52,798	46,717	33,172

		Custodian/Maintenance Guide		
2012-13				
Step		Cust I	Cust II	Maint
1		32,108	27,292	37,887
2-3		32,608	27,717	38,477
4		33,108	28,142	39,067
5		33,608	28,567	39,657
6		35,839	30,463	42,290
7		38,219	32,486	45,098
8		40,751	34,638	48,086
9		43,433	36,918	51,251
10		46,265	39,325	54,593
Longevity		50,265	42,725	59,313

		Custodian/Maintenance Guide		
2013-14				
Step		Cust I	Cust II	Maint
1		32,660	27,761	38,539
2		33,160	28,186	39,129
3-4		33,660	28,611	39,719
5		34,160	29,036	40,309
6		36,395	30,936	42,946
7		38,775	32,959	45,755
8		41,305	35,109	48,740
9		43,985	37,387	51,902
10		46,815	39,793	55,242
Longevity		50,815	43,193	59,962

		Custodian/Maintenance Guide		
2014-15				
Step		Cust I	Cust II	Maint
1		33,235	28,250	39,217
2		33,735	28,675	39,807
3		34,235	29,100	40,397
4-5		34,735	29,525	40,987
6		36,950	31,408	43,601
7		39,330	33,431	46,409
8		41,860	35,581	49,395
9		44,550	37,868	52,569
10		47,400	40,290	55,932
Longevity		51,400	43,690	60,652

2012-13 MLS Salary Guide

Step	Deg	Non Deg
1	28,317	25,981
2	29,267	26,852
3	30,217	27,724
4	31,167	28,596
5	32,117	29,467
6	33,067	30,339
7	34,017	31,211
8	34,967	32,082
Long	36,722	33,692

2013-14 MLS Salary Guide

Step	Deg	Non Deg
1	29,331	26,911
2	30,281	27,783
3	31,231	28,654
4	32,181	29,526
5	33,131	30,398
6	34,081	31,269
7	35,031	32,141
8	35,981	33,013
Long	36,722	33,692

2014-15 MLS Salary Guide

Step	Deg	Non Deg
1	29,331	26,911
2	30,281	27,783
3	31,231	28,654
4	32,181	29,526
5	33,131	30,398
6	34,081	31,269
7	35,031	32,141
8	35,981	33,013
Long	37,024	33,970

2012 – 2013 BRIDGEWATER-RARITAN AIDES				
Salary Guide Step	Café/Play	Head	Lib/Lang	Spec Ed
1-3	13.52	14.02	16.27	18.02
4	13.52	14.02	16.27	18.02
5	13.52	14.02	16.27	18.02
6	13.52	14.02	16.27	18.02
7	13.52	14.02	16.27	18.02
8	13.52	14.02	16.27	18.02
9	14.02	14.52	16.77	18.52
10	14.56	15.06	17.31	19.06
11	15.15	15.65	17.90	19.65
12	15.78	16.28	18.53	20.28
13	16.14	16.64	18.89	20.64
14	16.64	17.14	19.39	21.14
15	17.32	17.82	20.07	21.82
16	18.05	18.55	20.80	22.55

2013-2014 BRIDGEWATER-RARITAN AIDES				
Salary Guide Step	Café/Play	Head	Lib/Lang	Spec Ed
1-4	14.26	14.76	17.01	18.76
5	14.26	14.76	17.01	18.76
6	14.26	14.76	17.01	18.76
7	14.26	14.76	17.01	18.76
8	14.26	14.76	17.01	18.76
9	14.26	14.76	17.01	18.76
10	14.71	15.21	17.46	19.21
11	15.19	15.69	17.94	19.69
12	15.71	16.21	18.46	20.21
13	16.27	16.77	19.02	20.77
14	16.63	17.13	19.38	21.13
15	17.13	17.63	19.88	21.63
16	17.74	18.24	20.49	22.24
17	18.40	18.90	21.15	22.90

2014-2015 BRIDGEWATER-RARITAN AIDES

Salary Guide Step	Café/Play	Head	Lib/Lang	Spec Ed
1	14.61	15.11	17.36	19.11
2-5	14.91	15.41	17.66	19.41
6	14.91	15.41	17.66	19.41
7	14.91	15.41	17.66	19.41
8	14.91	15.41	17.66	19.41
9	14.91	15.41	17.66	19.41
10	14.91	15.41	17.66	19.41
11	15.33	15.83	18.08	19.83
12	15.78	16.28	18.53	20.28
13	16.27	16.77	19.02	20.77
14	16.69	17.19	19.44	21.19
15	17.26	17.76	20.01	21.76
16	17.88	18.38	20.63	22.38
17	18.55	19.05	21.30	23.05

Appendix A

	2012-2013	2013-2014	2014-2015
Night Foreman	\$2,598	\$2,598	\$2,637
Grounds Foreman	\$4,321	\$4,321	\$4,386
Boiler License	\$1,861	\$1,861	\$1,889
Pesticide Applicator Certificate	\$1,491	\$1,491	\$1,513
Pesticide Operator Certificate	\$994	\$994	\$1,009
Commercial Drivers License	\$311	\$311	\$316
Refrigeration Recovery Certificate	\$622	\$622	\$631

Appendix B

Guidance	2012-2013	2013-2014	2014-2015
First Year	\$2,785	\$2,785	\$2,827
Second Year	\$3,317	\$3,317	\$3,367
Third Year	\$3,793	\$3,793	\$3,850
Head Counselor (12 months)	\$6,597	\$6,597	\$6,696

Appendix C - Extra Compensation

A. Athletic Activities

Group A	2012-2013	2013-2014	2014-2015
Football	\$10,779	\$10,779	\$10,941
Basketball	\$10,779	\$10,779	\$10,941
Wrestling	\$10,779	\$10,779	\$10,941
Lacrosse	\$10,779	\$10,779	\$10,941
Group B	2012-2013	2013-2014	2014-2015
Baseball	\$9,644	\$9,644	\$9,789
Softball	\$9,644	\$9,644	\$9,789
Soccer	\$9,644	\$9,644	\$9,789
Track	\$9,644	\$9,644	\$9,789
Ice Hockey	\$9,644	\$9,644	\$9,789
Swimming	\$9,644	\$9,644	\$9,789
Field Hockey	\$9,644	\$9,644	\$9,789
Weight Coach – Winter Season	\$9,644	\$9,644	\$9,789
Weight Coach – Summer Season	\$9,644	\$9,644	\$9,789
Indoor Track	\$9,644	\$9,644	\$9,789
Group C	2012-2013	2013-2014	2014-2015
Gymnastics (1)	\$6,542	\$6,542	\$6,640
Volleyball	\$6,542	\$6,542	\$6,640
Weight Coach – Fall Season	\$6,542	\$6,542	\$6,640
Weight Coach – Spring Season	\$6,542	\$6,542	\$6,640

Cross Country	\$6,542	\$6,542	\$6,640
Tennis	\$6,542	\$6,542	\$6,640

Group D	2012-2013	2013-2014	2014-2015
Golf	\$5,674	\$5,674	\$5,759

Others	2012-2013	2013-2014	2014-2015
Equipment Manager	\$10,359	\$10,359	\$10,514
Cheerleading/Season (1)	\$6,542	\$6,542	\$6,640
H.S. Intramural Coach (3 season)	\$4,405	\$4,405	\$4,471
Site Manager – Fall & Spring	\$2,493	\$2,493	\$2,530
Site Manager – Winter	\$3,322	\$3,322	\$3,372
H.S. Challenge Course	\$1,019	\$1,019	\$1,034
Head Coach Longevity – 5 year	\$338	\$338	\$343
Head Coach Longevity – 10 year	\$453	\$453	\$460
Assistant Coach	65% of Head Coach Stipend	65% of Head Coach Stipend	65% of Head Coach Stipend
Assistant Coach Longevity – 5 year	65% of Head Coach Stipend	65% of Head Coach Stipend	65% of Head Coach Stipend
Assistant Coach Longevity – 10 year	65% of Head Coach Stipend	65% of Head Coach Stipend	65% of Head Coach Stipend
HS Wellness Center Coach	\$8,617	\$8,617	\$8,746

B. Extra Mural – Middle School

Intramural Teams (1)	2012-2013	2013-2014	2014-2015
4 Weeks	\$1,818	\$1,818	\$1,842
3 Weeks	\$1,436	\$1,436	\$1,458
2 Weeks	\$909	\$909	\$923
Traveling Team	\$2,852	\$2,852	\$2,895
Intramural/Traveling Team Coordinator	\$6,091	\$6,091	\$6,182

C. Non-Athletic

High School	2012-2013	2013-2014	2014-2015
Newspaper Editorial Advisor	\$5,154	\$5,154	\$5,231
Newspaper Business Advisor	\$3,248	\$3,248	\$3,297
Yearbook Editorial Advisor	\$5,154	\$5,154	\$5,231
Yearbook Business Advisor	\$3,248	\$3,248	\$3,297
Literary Magazine Advisor	\$2,405	\$2,405	\$2,441
Senior Class Advisor/Prom Advisor	\$5,154	\$5,154	\$5,231

Junior Class	\$3,588	\$3,588	\$3,642
Sophomore Class Advisor	\$1,513	\$1,513	\$1,536
Freshman Class Advisor	\$1,372	\$1,372	\$1,393
AV Advisor	\$1,968	\$1,968	\$1,998
Detention Monitor	\$3,081	\$3,081	\$3,127
Dramatics Advisor	\$4,013	\$4,013	\$4,073
Stage Tech	\$2,969	\$2,969	\$3,014
Marching Unit Director	\$8,689	\$8,689	\$8,819
Marching Auxiliary Unit Director	\$3,771	\$3,771	\$3,828
Forensic/Debate Advisor	\$8,802	\$8,802	\$8,934
Math Team Advisor	\$2,370	\$2,370	\$2,406
National Honor Society Advisor	\$1,929	\$1,929	\$1,958
PUSH Advisor	\$2,110	\$2,110	\$2,142
Ski Club Advisor	\$1,347	\$1,347	\$1,367
Science Team Advisor	\$2,370	\$2,370	\$2,406
Student Council Advisor	\$5,154	\$5,154	\$5,231
Winter Guard Head Instructor	\$3,771	\$3,771	\$3,828
Winter Guard Assistant Instructor	\$2,452	\$2,452	\$2,489
Music Director/Accompanist	\$2,402	\$2,402	\$2,438
Prop Manager/Stage Manager	\$1,052	\$1,052	\$1,068
Choreographer	\$502	\$502	\$510
Academic League Advisor	\$1,803	\$1,803	\$1,830
Production Manager/Set Designer	\$2,710	\$2,710	\$2,751
Key Club Advisor	\$1,607	\$1,607	\$1,631
Future Business Leaders Advisor	\$1,213	\$1,213	\$1,231
Jazz Ensemble Advisor	\$1,929	\$1,929	\$1,958
Vocal Ensemble Advisor	\$1,929	\$1,929	\$1,958
Mock Trial Advisor	\$1,929	\$1,929	\$1,958
Robotic Team	\$2,370	\$2,370	\$2,406

Non-Athletic

Middle School	2012-2013	2013-2014	2014-2015
Newspaper Advisor	\$2,062	\$2,062	\$2,093
Yearbook Advisor	\$3,449	\$3,449	\$3,501
AV Advisor	\$1,658	\$1,658	\$1,683
Detention Monitor	\$2,955	\$2,955	\$2,999
Dramatics Advisor	\$2,677	\$2,677	\$2,717
Stage Tech	\$2,969	\$2,969	\$3,014

Art Club Advisor	\$2,969	\$2,969	\$3,014
Orchestra Director	\$3,516	\$3,516	\$3,569
Wind Ensemble	\$3,516	\$3,516	\$3,569
Jazz Ensemble	\$3,516	\$3,516	\$3,569
School Store Advisor	\$1,347	\$1,347	\$1,367
Student Council Advisor	\$1,803	\$1,803	\$1,830
Wellness Center Coach	\$2,872/seas	\$2,872/seas	\$2,915/seas

Intermediate School	2012-2013	2013-2014	2014-2015
Newspaper Advisor	\$1,648	\$1,648	\$1,673
AV Advisor	\$1,658	\$1,658	\$1,683
Dramatics Advisor	\$2,142	\$2,142	\$2,174
Orchestra Director (District Wide)	\$3,516	\$3,516	\$3,569
Band Director (District Wide)	\$3,516	\$3,516	\$3,569
Student Council Advisor	\$1,444	\$1,444	\$1,466
Environmental Club Advisor	\$1,363	\$1,363	\$1,383
Odyssey of the Mind	\$1,363	\$1,363	\$1,383

Fall Clubs (Late Fall Opportunity)	2012-2013	2013-2014	2014-2015
Great Inventions	\$1,134	\$1,134	\$1,151
Robotics	\$1,134	\$1,134	\$1,151
Soccer	\$1,134	\$1,134	\$1,151
Project Adventure	\$1,134	\$1,134	\$1,151
Work it Out!	\$1,134	\$1,134	\$1,151
Projects! Projects! Projects!	\$1,134	\$1,134	\$1,151

Winter Clubs	2012-2013	2013-2014	2014-2015
Great Inventions	\$1,134	\$1,134	\$1,151
Robotics	\$1,134	\$1,134	\$1,151
Basketball (Boys)	\$1,134	\$1,134	\$1,151
Basketball (Girls)	\$1,134	\$1,134	\$1,151
Dance	\$1,134	\$1,134	\$1,151
International Studies	\$1,134	\$1,134	\$1,151

Work it Out!	\$1,134	\$1,134	\$1,151
Projects! Projects! Projects!	\$1,134	\$1,134	\$1,151

Spring Clubs	2012-2013	2013-2014	2014-2015
Great Inventions	\$1,134	\$1,134	\$1,151
Robotics	\$1,134	\$1,134	\$1,151
Science:	\$1,134	\$1,134	\$1,151
Ocean Science (Eisenhower)	\$1,134	\$1,134	\$1,151
Roots and Shoots (Hillside)	\$1,134	\$1,134	\$1,151
Volleyball	\$1,134	\$1,134	\$1,151
Cross Country	\$1,134	\$1,134	\$1,151
Dance	\$1,134	\$1,134	\$1,151
Work it Out!	\$1,134	\$1,134	\$1,151
Projects! Projects! Projects!	\$1,134	\$1,134	\$1,151

Primary School/District Wide	2012-2013	2013-2014	2014-2015
AV Advisor	\$1,372	\$1,372	\$1,393
Nurse Coordinator	\$2,955	\$2,955	\$2,999
Administrative Assistant	\$5,464	\$5,464	\$5,546

Instructional Activities	2012-2013	2013-2014	2014-2015
Supplemental Instruction (Hourly)	\$45	\$45	\$46
Bedside Instruction (Hourly)	\$56	\$56	\$57
Driver Education (Hourly)	\$45	\$45	\$46
Summer School Teaching			
Based upon 6 weeks work	1/10 th annual salary	1/10 th annual salary	1/10 th annual salary
Based upon 4 weeks work	1/15 th annual salary	1/15 th annual salary	1/15 th annual salary
Curriculum Revision (Daily)	\$296	\$296	\$300
Coordinator Cooperative Industrial Education During Summer Months			
Based upon 6 weeks work	1/10 th annual salary	1/10 th annual salary	1/10 th annual salary
Based upon 4 weeks work	1/15 th annual salary	1/15 th annual salary	1/15 th annual salary
Media Specialist During Summer Months			
Based upon 6 weeks work	1/10 th annual salary	1/10 th annual salary	1/10 th annual salary
In-Service Course Instructional Session	\$229	\$229	\$232
Environmental Trip Coordinator (per trip)	\$453	\$453	\$460
Environmental Trip Advisor (per Night)	\$229	\$229	\$232
Math/Science Facilitator	\$874	\$874	\$887

- (1) For Middle School Intramural Athletics, High School Interscholastic gymnastics and High School Cheerleading, coaches will be approved, but contracts will be issued based upon the actual number of students participating.
- (2) Notification for the above assignments will be issued generally after the May Board meeting. Acceptances will be signed by the teachers and returned to the Personnel Office.
- (3) In the rare circumstances that scheduling necessitates an extra class beyond the teacher's normal instructional assignment, it shall be voluntary and compensated at the rate of 1/6th of the individual teacher's salary.
- (4) Any teaching staff member, child study team member or related service provider, who volunteers to attend an IEP meeting or provides related services, such as occupational, physical or speech therapy, during summer recess, shall be compensated at the following hourly rate:

2012-13	2013-14	2014-15
\$51	\$51	\$52

Any teaching staff member, child study team member or related service provider who is required to give a deposition or appear in court for a special education student hearing outside of schools hours shall be compensated at the above hourly rate.

(5) The Summer Child Study Team evaluations shall be compensated at the following rates:

Transition Testing Test & Compuscore Report (per report for school psychologists and LDTC's)

2012-13	2013-14	2014-15
\$272	\$272	\$276

Evaluation, all required meetings without case management responsibilities (School psychologists & LDTC's)

2012-13	2013-14	2014-15
\$567	\$567	\$576

Evaluation, all required meetings with case management responsibilities (School psychologists & LDTC's)

2012-13	2013-14	2014-15
\$680	\$680	\$690

Evaluation, all required meetings without case management responsibilities (Social Workers)

2012-13	2013-14	2014-15
\$353	\$353	\$358

Evaluation, all required meetings with case management responsibilities (Social Workers)

2012-13	2013-14	2014-15
\$473	\$473	\$480

Partially completed cases will be compensated at a prorated rate consistent with: a) Nine hours per case without case management responsibilities or b) eleven hours per case with case management responsibilities. Breakdown will be as follows; six hours for evaluations, scoring & report writing, one hour for an initial planning meeting, two hours for an eligibility meeting and two hours for IEP development, i.e. case management.

SERVICE PERSONNEL

Additional Salary Information

- A. Part-time and substitute custodial pay: an hourly rate to be based on the current federal minimum wage.
- B. Second shift custodians are entitled to a thirty (30) minute food break with pay.
- C. Uniforms are not to be worn at any other time other than to travel to and from work and duty hours.
- D. Salary increments will be awarded only upon an employee's satisfactory performance during the previous school year. Increments for new employees will be pro-rated.
- E. All custodial personnel hired as of July 1, 2004, must possess a Black Seal Boiler License. All new personnel are expected to acquire a license by the end of the first year in order to maintain employment.
- F. When an employee "off duty" is called in for an emergency or other special assignments, he/she will be assured of a minimum of three (3) hours overtime reimbursement.
- G. When an employee is called in to work during a government declared "state of emergency" he/she will be paid at the overtime rate.

SIDEBAR AGREEMENT

to the July 1, 2012 – June 30, 2015

COLLECTIVE BARGAINING AGREEMENT

Between the

**BRIDGEWATER-RARITAN REGIONAL BOARD OF
EDUCATION**

and the

BRIDGEWATER-RARITAN REGIONAL EDUCATION ASSOCIATION

This Sidebar Agreement (“Sidebar”), dated Oct 22, 2012, is attached to, incorporated in, and made part of the Collective Bargaining Agreement (“Agreement”) between the Bridgewater-Raritan Regional Board of Education (“Board”) and the Bridgewater-Raritan Regional Education Association (“Association”) for the period of July 1, 2012, through June 30, 2015.

WHEREAS, the Association filed two separate grievances and subsequent Unfair Labor Practice (“ULP”) Charges against the Board relating to its health and dental benefit programs; and

WHEREAS, the parties have conducted negotiations regarding the modification of the Agreement relating to all negotiable items including health and dental benefit programs; and

NOW THEREFORE, the parties agree as follows:

1. The Association, upon joint ratification of the Memorandum of Agreement entered into between the negotiating committees of the Board and the Association on August 16, 2012, and the execution of the July 1, 2012, through June 30, 2015, Agreement referenced above, shall withdraw the pending grievances and ULP charges with prejudice

2. In exchange for the withdrawal, the Board agrees to maintain a fund to reimburse lost coverages in health and dental benefit program through December 31, 2012. Lost coverage is defined as the un-reimbursed costs which would have been covered under the prior health and dental plans.

3. In order to receive reimbursement, the employee shall produce an Explanation of Benefits (EOB) substantiating the denial or nonpayment. If an EOB has not been provided, the employee shall submit other relevant documentation acceptable to the Third Party Administrator to substantiate the claim.

4. Reimbursements, or notification of denial, shall occur within ninety (90) days of the Board's receipt of the claim.

5. The procedure for which lost coverage is claimed must have occurred on or before December 31, 2012.

6. If an employee learns of a denial or non-payment, the employee has thirty (30) days from the date of this Sidebar or from learning of such denial or non-payment, whichever is later, to submit the claim to the Business Office.

7. The Business Office through the Board's insurance broker, will review, investigate, and determine whether to reimburse the claimed expense within 30 days of the submission of the request for reimbursement.

8. If the Board determines to reimburse the claim, payment will be made within 30 days of such decision.

9. In the event that the employee receives reimbursement from both the Board and the carrier, the employee agrees to reimburse the Board within 30 days.

10. Appeals from Board denials may be presented through the parties' grievance procedure or any other procedure agreed upon. The grievance procedure will culminate in binding arbitration.

11. In the event that the employee receives a collection demand from a provider, the Board will provide a written response to the collection agency on the employee's behalf.

12. The Fund will have an initial balance of \$10,000. In the event that the balance in the fund falls below \$5000, the Board will continuously replenish the fund.

13. By signing this Sidebar, the parties hereto expressly agree to recommend ratification to their respective organizations.

14. All other provisions of the Agreement shall remain as set forth in that Agreement.

15. This Sidebar shall not constitute a reopening of the Agreement.

16. It is specifically agreed that, to the extent it may lawfully do so, the Association, on behalf of the employees it represents, waives any right it has, or may have in the future, to bring a claim against the Board involving the alleged unilateral change from the previous health and dental plans, and the facts underlying same, except an employee may utilize the grievance procedure to appeal a denial of reimbursement. The Association acknowledges the creation of the fund and the payment process created by this Sidebar constitutes good and valuable consideration.

17. The terms and conditions of this Sidebar represent a full and final settlement of the aforementioned ULPs and preceding grievances.

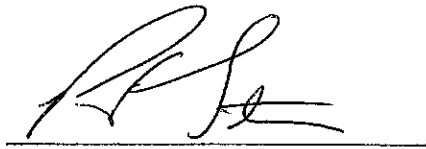
18. This Sidebar contains the entire agreement and understanding between the parties.

19. If a specific clause of this Sidebar is determined to be illegal or in violation of any Federal or State law, the remainder of the Sidebar shall not be affected by such a ruling and shall remain in full force and effect.

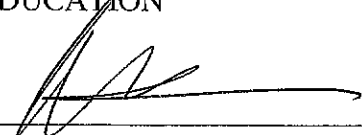
20. The parties shall be bound by the terms and conditions of this Sidebar.
21. The parties have entered into this Sidebar freely and voluntarily.
22. The provisions of this Sidebar shall not constitute binding precedent and shall not become past practice.
23. The Association hereby waives any and all claims which it may now, or may in the future, be entitled to which in any way relate to the above referenced grievances and/or ULPs.
24. This Sidebar is specifically subject to, and contingent upon Board approval.
25. This Sidebar is specifically subject to, and contingent upon Association ratification.
26. When minutes of the Association and Board meetings become available showing such ratification and approval, the parties agree that true copies of such minutes will be attached to this Sidebar as Exhibits.

IN WITNESS WHEREOF, the parties have executed this Sidebar Agreement by their duly authorized officers.

ATTEST:



BRIDGEWATER-RARITAN REGIONAL BOARD
OF EDUCATION

By: 

ATTEST:



BRIDGEWATER-RARITAN REGIONAL
EDUCATION ASSOCIATION

By: 