# **AGREEMENT**

between

THE OLD BRIDGE ADMINISTRATORS ASSOCIATION

and

THE OLD BRIDGE TOWNSHIP BOARD OF EDUCATION

2009 - 2012

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#### **ARTICLE I**

#### **RECOGNITION**

- A. The Board hereby recognizes the Old Bridge Township Administrators' Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel as follows: Principals, Vice Principals, First Vice Principals, and other District Administrators who, through petition to the Association and/or the Public Employees Relations Commission have been assigned to this unit.
- B. Unless otherwise indicated, the term "Principals" when used hereinafter in this Agreement shall refer to all professional employees in the negotiating unit as above defined.
- C. The Board and Administrators' Association will enter into negotiations with respect to the acceptance of new members into the Principals' bargaining unit and their position with respect to the Principals' contract.

#### **ARTICLE II**

#### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Pub Laws, 1974, of the State of New Jersey.
- B. The Board shall make available to the Association non-confidential data and information as may be relevant to the negotiation of proposals. No later than December 15 of each year, the Board shall provide the Association with estimated budget amounts for expenditures for the next year which will not be affected by the negotiations between the Board and the Association.
- C. Neither party shall control the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have authority to make proposals, consider proposals and make counterproposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the School Board and the Membership of the Association for ratification, decision or vote. Any agreements of the parties in negotiation will be reduced to writing and will become binding for the period of the Agreement upon ratification.
- D. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and request of its' members in such unit so long as:
  - a. The majority representative is informed of the meeting;
  - Any changes or modifications in terms and/or conditions of employment are made only through negotiations with the majority representative;
  - c. A minority organization shall not process grievances
- E. 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.

#### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

#### A. **Definition**

A "grievance" is a complaint about the interpretation, application, or alleged violation of this agreement.

### B. Purpose

- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of Principals. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- Nothing herein contained shall be construed as limiting the right of any Principal having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and that Association has been given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

In the event a grievance is filled at such time that it cannot be
processed through all the steps in this grievance procedure by the
end of the school year and, if left unresolved until the beginning of
the following school year, could result in irreparable harm to a party
in interest, the time limits set forth herein shall be reduced so that the
grievance procedure may be exhausted prior to the end of the
contract period.

#### Level One

2. A principal with a grievance shall first discuss it with his immediate superior, either directly or indirectly or through the Association's designated representative with the objective of resolving the matter informally.

#### Level Two

3. If the aggrieved person is not satisfied with the decision of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within ten (10) school days after the decision at Level One or five (5) school days after the grievance has been presented, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

#### Level Three

4. If the aggrieved person is not satisfied with the decision of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, that person shall request in writing to the Association that they submit the grievance within fifteen school days to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within fifteen calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

The Board's committee shall conduct a fair and equitable hearing on the matter. If the fairness or equitableness of the Board hearing is challenged by the Association, such challenge shall be made in writing within five (5) days after the hearing. The Board will render a decision in writing within (10) days of the conclusion of the hearing unless there is a challenge to the fairness and equitableness of the hearing. The decision of the Board of Education in grievances of the non-renewal of a non-tenure administrator's contract shall be final and no further appeal to arbitration shall be allowed.

#### Level Four

5. If the Association is not satisfied with the disposition of the grievance at Level Three or, if after fifteen school days, the Board of Education has not established a future date for a hearing, the Association, solely and exclusively, may submit the grievance to arbitration, except that the non-renewal of a non-tenured administrator's contract shall not be subject to arbitration.

The Association shall request a list of arbitrators from PERC. The parties shall then be bound to the rules and procedures of PERC in the selection of an arbitrator.

The designated arbitrator shall function under the rules and regulations of PERC. The arbitrator's decision shall be binding on the parties.

The arbitrator shall be limited to the controversy submitted and shall not be permitted to add or to subtract from the Agreement. The costs for the service of the arbitrator as well as the costs charged by PERC shall be jointly shared by the Board of Education.

### D. Miscellaneous

- 1. Grievance meetings will be held without causing loss of pay to Principals.
- 2. A separate file for grievance will be maintained.
- 3. Filing grievances, serving notices, taking appeals, making reports and recommendations shall be done in the form of a letter.
- 4. Decisions rendered in the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be submitted promptly to all parties of interest.

### E. Rights of Principals to Representation

Any aggrieved person may be represented at all levels of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. Copies of grievances formally submitted by an individual shall be forwarded to the Association.

#### **ARTICLE IV**

#### PRINCIPAL'S AND BOARD'S RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Board hereby agrees that all Principals shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Principal in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Principal with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, his participation in any lawful activities, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any term or condition of employment.
- B. Nothing contained herein shall be construed to deny or restrict to a Principal such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- C. No Principal shall be disciplined, reprimanded, reduced in rank or have their compensation reduced without just cause.
- D. Whenever any Principal is required to appear before the Superintendent, Board of any committee or member thereof concerning any matter which may seriously and imminently adversely affect the continuation of the Principal in his/her office, position, or employment, or the salary, or any increments pertaining thereto, he shall be entitled to have a representative of the Association present to advise him/her and representing him/her during such meeting or interview. Any suspension of a Principal will be with full pay up to the time of termination.
- E. The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, sign, promote, and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions deemed necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

#### **ARTICLE V**

#### **VACATION**

- A. Vacation pay shall be non-cumulative.
- B. The vacation entitlement for Principals shall be as follows:
  - 1. Principals appointed after March 21, 1995 shall receive four (4) weeks vacation (twenty) days.
  - 2. Principals appointed prior to March 1, 1995 shall receive five (5) weeks vacation (twenty-five) days.
- C. Vacation entitlements shall be prorated for Principals working less than a full year.
- D. Principals are entitled to the same paid holidays granted to teachers, and Principals leaving the District shall be entitled to earned vacation time on prorated basis for the current school year.

E.

- 1. Commencing in the 2001-02 school year and in each school year thereafter, Principals shall work three (3) additional days. The three (3) days referred to in this Paragraph E shall be added to the number of days traditionally worked by Principals pursuant to the particular school calendar adopted by the Board each school year.
- 2. The specific extra three (3) days to be worked by Principals shall be determined during the spring prior to the school year in question. Each spring an effort shall be made to determine the specific days for the upcoming school year by a joint committee of Central Administrators and the Administrators' Association. If this committee cannot reach agreement on the specific days by June 30th, then in the 2001-02 school year Central Administration shall select two (2) days and Central Administration shall select one (1) day. This alternating system shall continue back and forth in the school years that follow thereafter. In any year, regardless of the alternating system, in which the Administrators' Association fails to make its selection by July 15th, then Central Administration shall make such selection.

#### **ARTICLE VI**

#### PRINCIPALS' EMPLOYMENT

- A. The Board agrees to hire only fully certified Principals holding standard certification issued by the New Jersey State Board of Examiners for every regular Principal's agreement, except in cases which call for immediate action, as a result of an unforeseen combination of circumstances.
- B. Each Principal shall be placed at lease on his proper step of the salary schedule as negotiated by the Association in the first year of his/her contract as Principal.
- C. District employees who are promoted to an Administrator's position shall not be compensated less than the compensation (exclusive of non-pensionable compensation) specified in their previous ten (10) month contract, during the first school year of employment.
- D. Principals shall be notified of their contract and salary status for the ensuing year no later than May 15.

#### E. Notification of Status

#### 1. Date

On or before April 30 of each year, the Board shall give to each non-tenured Principal continuously employed since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or Agreement between the Board and the Association, or
- A written notice that such employment shall not be offered.

#### 2. Reasons

Any non-tenured Principal who received a notice of nonemployment may within five (5) days thereafter in writing request a statement of reasons for such non-employment from the Superintendent. Said statement shall be given to the Principal in writing.

### **ARTICLE VII**

### **SALARIES**

- A. The salaries of all Principals covered by this Agreement are set forth in Salary Guides (Addendum A1) attached hereto and made a part thereof.
- B. Principals employed on a twelve month basis shall be paid by twenty-four semi-monthly installments.
- C. Principals must participate in direct deposit of paychecks to a financial institution of their choice.

### **ARTICLE VIII**

### **PRINCIPAL ASSIGNMENT**

- A. All Principals employed at the beginning of the school year shall be given written notice of their assignment for the forthcoming year as soon as it is known.
- B. In the event of a change(s) in a Principal's assignment, the Association and the Principal(s) affected shall be notified promptly in writing.

#### **ARTICLE IX**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A.

- 1. The Superintendent shall deliver to the Association and post in all school buildings a list of known vacancies that shall occur during the following year as soon as the vacancies arise.
- 2. Principals who desire a change of assignment may file a written statement of such desire with the Superintendent. This Statement shall include the school or schools he/she desires to be transferred to in order of preference.
- 3. As soon as practicable, but no later than the first regular Board meeting in June, the Superintendent shall notify the applicants and send notice in writing to all Principals who have been reassigned or transferred to the Association.
- B. Requests for voluntary reassignments and/or transfer shall not be denied arbitrarily or capriciously.

#### **ARTICLE X**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of involuntary transfer or reassignment to be effective for the next school year shall be given to Principals no later than June 1 st. Principals are to be notified as soon as possible for involuntary transfers that are to occur during the current school year.
- B. In case of involuntary transfer or reassignment, the Administration shall meet with the involved Principal and shall inform him/her of the transfer or reassignment and of available positions that he/she may be transferred or reassigned and shall give consideration to his/her choice of designated availabilities.
- C. A list of open positions in the school district shall be made available to all Principals being involuntarily transferred or reassigned.

  Designated Principals may request the positions, in order of his/her preference to which he/she desires to be transferred. Final determination to be made by the Superintendent.

#### **ARTICLE XI**

#### PRINCIPAL EVALUATION

- A. All administrators shall be observed and evaluated in writing and will receive said written evaluation in accordance with the following procedure:
  - 1. Non-tenured administrators shall be observed and evaluated at least three (3) times per year. The first said observation/evaluation report shall be completed between October 1 and November 30; the second, between December 1st and January 31st; and the third, February 1st and April 1st. From these observation/evaluation reports, a final evaluation shall be completed. In the case of non-renewal, the administrator shall receive the evaluation no later than April 30th. In all other cases, the administrator shall receive said final evaluation no later than June 30th.
  - 2. Tenured administrators shall receive at least one observation/evaluation report. Tenured administrators shall also receive a Final Summative Evaluation no later than June 30.
  - 3. A post observation/evaluation conference shall be conducted between the observed and the evaluator no later than ten (10) working days following the date of observation/evaluation.
  - 4. An administrator shall have the right to submit an explanatory addendum to said report and said addendum shall be attached to and become a part of the report.
  - 5. Whereas each administrator is required to submit three (3) reports a year by December 1, March 1, and June 1 (in the case of principals, said reports are submitted to the Superintendent, in the case of vice principals, said reports are submitted to the building principals), the contents of the monthly reports can be used as resource materials for the observation/evaluation process.

### B. General Criteria For All Principals

1. A Principal shall have the right, upon request, to review the contents of his/her personnel file. A Principal shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three years a Principal shall have the right to indicate those documents and/or other materials in said file that he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in his opinion, they are obsolete or otherwise inappropriate to retain, said documents shall be returned to the Principal.

### **Open Evaluation**

2. All monitoring or observation of work performance of a Principal shall be conducted openly and with full knowledge of the Principal.

### Copies of Evaluation

3. A Principal shall be given a copy of any school visit or evaluation report prepared by his/her evaluators at least one day before any conference to discuss same. No such report shall be placed in the Principal's file or otherwise acted upon without a prior conference with the Principal.

### C. Derogatory Material

No materials derogatory to the Principal's conduct, service, character or personality shall be placed in his personnel file unless the Principal has had an opportunity to review the material. The Principal shall acknowledge that he/she has had the opportunity to review said material by affixing his/her signature to the copy to be filed with the express understanding that in no way does his signature indicate agreement with the contents thereof. The Principal shall also have the right to submit a written answer to said material and it shall be reviewed by the Superintendent and attached to the file copy.

# D. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documentation, the Board shall not establish any separate personnel file, except as provided by Article III, Section D-2.

#### **ARTICLE XII**

#### **LEAVE**

#### A. Sick Leave

All employees are granted twelve days of sick leave yearly. In the first year, the new employee earns sick leave at the rate of one (1) day per month up to a maximum of twelve days for the first year. All unused sick leave shall be cumulative. The policy permitting advance use of unearned sick leave will continue and any unearned sick leave advanced will be deducted from the final pay of an employee in case of severance.

Effected February 1, 1989, all employees accruing 100 sick/personal days and who leave the District after twenty years of service or retire shall be reimbursed 50 percent pay for each accumulated sick day based on the per diem rate established by the employee's final year's salary. Said reimbursement shall not exceed pay for more than 200 days. The formula for determining the per diem rate for accumulated sick days shall use 235 days as the length of the contract year.

No employee shall be allowed to project his date or retirement into the future by use of sick, personal or compensatory days.

### B. Personal Leave

- 1. Two (2) days per year shall be allowed each Principal, without deduction of pay, for personal reasons. Except in emergencies, personal leave requests are to be submitted to the Superintendent for approval five (5) days prior to the initial date of leave. Emergency requests will be acted upon immediately.
- 2. No personal/professional days will be used before or after a holiday.

#### C. Professional Leave

- 1. Each Principal shall be allowed professional time for attendance at conferences, meetings, professional visitations, etc. without deduction of pay, with the approval of the Superintendent.
- 2. No personal/professional days will be used before or after a holiday.

D. Death in Immediate Family and Immediate Family of Husband or Wife

Five (5) days at any one time shall be allowed each Principal, without deduction of pay, for death in immediate family. Immediate family includes father, mother, wife or husband, brother, sister, son or daughter, and grandparents. One (1) day shall be allowed for the death of an aunt, uncle, niece, or nephew.

### **ARTICLE XIII**

#### **SABBATICAL LEAVE**

- A. Principals shall be eligible to apply for sabbatical leave for the purpose of study or educational travel after completion of seven (7) continuous years of employment in the Old Bridge Township School District.
- B. Applications for sabbatical leave are to be submitted to the superintendent no later than March 1, proceeding the year in which the sabbatical leave is intended to be taken. A plan of study or educational travel is to be submitted with the application.
- C. If requested, the Superintendent shall recommend and the Board shall grant at lease one (1) Principal each year sabbatical leave as determined by the Superintendent to be in the best interest of the district.
- D. The term of the sabbatical leave shall be for one (1) year and shall coincide with the regular school year.
- E. Principals awarded sabbatical leave shall be compensated at the rate of one half pay as determined by the Principal's Guide for the one year leave.
- F. All awards under the Sabbatical Leave Program are contingent upon the participant's return to the staff of the Old Bridge Township School District for a minimum of two (2) years immediately after completion of a sabbatical leave.
- G. Any changes in study or educational travel plan must receive prior written approval of the superintendent.
- H. Each Principal applicant shall receive a written explanation as to the reasons for the denial of sabbatical leave by April 1 of the year of application.

#### **ARTICLE XIV**

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. (MA+30 Credits) of the Salary Guide shall include all graduate courses and in-service courses authorized by the Superintendent of Schools and approved by the Board of Education.
- B. All course work taken for salary credit must have prior approval from the Superintendent of Schools.
- C. Criteria for Allocating Course Credit Beyond The Bachelor's Degree
  - 1. A Principal in the schools of Old Bridge Township may be granted credit on the Salary Guide for courses taken beyond the Bachelor's Degree. Such credit will be granted for courses accepted as part of a matriculated program leading toward the Master Degree and for courses taken for professional improvement authorized by the Superintendent of Schools.
    - In-service courses authorized by the Superintendent of Schools and approved by the Board of Education requiring Principal attendance, are paid for by the school district and participants are eligible to receive in-service credit for salary purposes.
  - In order to receive course credit, Principals must submit to the superintendent of Schools, no later than five (5) school days after registration, an application for approval of the course(s). Principals will include with the said application substantiation of the value of the course based upon the following guidelines:
    - a. That the course is directly related to his/present assignment as the Principal or Administrator. Content, method, and guidance courses would be creditable only on the level of the person's present assignment or certification.
    - b. That the course has relevance to and value in the present assignment of the Principal.
  - 3. Credit will not be given for the duplication of courses where the basic content is unchanged.

- 4. A minimum of twenty hours of course work will be required for two in-service credits.
- 5. Courses approved for credit are intended to improve the performance of the Principal and are expected to directly benefit the school district.
- 2. Final interpretation of both the guidelines and the Principal's substantiation shall be left to the discretion of the Superintendent of Schools.
- 3. Reimbursement will be paid to the Principal at the current state college rate (including Rutgers) not to exceed six (6) credit hours.

#### **ARTICLE XV**

#### INSURANCE PROTECTION

- A. Effective July 1, 2009, the Insurance Protection provided in Article XV of 2006-2009 Agreement shall remain in effect through August 31, 2009. Effective September 1, 2009, the Board of Education's share of medical insurance for 2009-2012 shall be as follows:
  - 1. The Board will pay 100% of the cost of the School Employees' Health Benefits Program, (SEHBP), NJ Direct 10, NJ Direct 15, Aetna HMO or Cigna Healthcare at the employee's choice. There will be NO contribution to premium cost.
  - 2. An opt-out provision will be available at the following rates:

Single	\$2,000
Parent/child	\$2,000
Member/Partner	\$3,000
Family	\$3,500

The opt-out provision applies only to medical coverage. Coverage for the prescription, dental, and vision plans shall remain in effect.

- 3. The Board will pay 100% of the cost of a prescription plan which shall be administered through Benecard, (prescription plan subject to a fifteen dollar (\$15.00) employee co-payment), retaining mandatory generics. There will be no co-payment (\$0) when filling prescriptions through the mail service pharmacy.
- 4. The Board will pay 100% of the cost of a dental plan equal to Horizon Blue Cross/Blue Shield Dental Program plan deductibles shall be \$75 individual/\$150 family. A passive dental PPO Network will be provided in addition to the traditional dental program.
- 5. The Board will pay 100% of the cost of an employee optical plan equal to the Vision Service Plan as administered by Paid Vision.
- 6. For purposes of insurance coverage as contained herein above and below, the annual coverage period shall commence on September 1st and shall terminate on August 31st of each year.

### 7. Non-Tenure Benefits:

- a) Non-tenure staff who receive benefits and who are given a Sixty Day Notice of Release for cause shall continue to receive benefits for sixty (60) consecutive calendar days following the last day on which they were required to report to work.
- b) Non-tenure staff who receive health benefits and who receive a Nonrenewal Notice for Reasons of Economy shall continue to receive benefits through August 31st of the employment year during which the notice was issued.

#### 8. Entitlement While on Leave:

- a) Employees on leave pursuant to federal and/or state Family Leave Act provisions shall have their benefits continue and be paid for by the Board during said leave.
- b) Employees on uncompensated leave of absence for personal or educational reasons (exclusive of Article XIII, Sabbatical Leave) and in accordance with Board Policy shall not be entitled to insurance benefits as provided herein paid for by the Board provided herein while on said leave.
- c) Employees on Sabbatical Leave, in accordance with Article XVIII, shall continue to receive benefits as contained herein paid for by the Board.
- d) Employees on leave of absence due to disability, including those female employees on leave for maternity related disability, shall continue to receive benefits as provided herein paid for by the Board. Regarding disability related to maternity, the standard is thirty (30) consecutive calendar days immediately preceding and thirty (30) consecutive calendar days immediately following the delivery of the child. Said period of disability may be extended either before, after or in both instances through appropriate physician's certification.
- e) Employees on unpaid personal leave of absence for Child Rearing purpose shall continue to receive benefits as provided herein paid for by the Board for the first six (6) consecutive months immediately following the period of disability related to pregnancy in such cases where the leave is contiguous with the termination of the maternity related disability. For male employees said benefit period for Child

- Rearing leave shall be for the first six (6) consecutive months of the unpaid leave.
- f) Employees who adopt a child shall continue to receive benefits as provided herein paid for by the Board for the first six (6) consecutive months immediately following the adoption of the child. This condition shall apply to both male and female employees.
- g) Employees on an unpaid leave of absence for personal illness or injury shall continue to receive benefits as provided herein paid for by the Board for twelve (12) consecutive months commencing with the date of said unpaid leave. For purpose of this clause, unpaid leave shall presume to commence on the date immediately following the exhaustion or conclusion of paid leave.
- h) For those employees eligible for and in possession of tenure who may be on an unpaid leave for personal illness or injury and who have exhausted the twelve (12) month entitlement as expressed herein above shall be eligible to apply for and/or reapply for a continuation of benefits as provided herein paid for by the Board for additional periods of twelve (12) months.

#### B. Retirement Medical Insurance

- 1. Effective July 1,1995 employees completing at least twenty-five (25) years of service in the Old Bridge system shall be eligible for certain medical upon retirement. Such retirement, to be eligible for medical benefits, shall mean that the employee will be receiving a pension from T.P.A.F. or P.E.R.S. (excluding deferred retirements).
- 2. The Board of Education shall cease providing district medical benefits for employees who retire effective July 1, 2000, or thereafter. Employees who have retired prior to that date shall continue to receive retirement medical insurance as prior contracts provided.
- 3. The Board of Education will provide surviving spouse coverage for employees completing at least twenty-five (25) years of service in the Old Bridge system and who are eligible for health benefits from the State of New Jersey and enroll in the New Jersey State health Benefits Program after retirement.

# C. Blanket Liability Insurance

The Board will pay 100% of the cost of blanket liability insurance, or may choose to self-insure for the same, for Administrators, which provides the following benefits:

Pursuant to N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16.6-1, every employee of the Board will be saved harmless from any judgment against him/her resulting from his/her performance of duly authorized duty required by the Board.

#### **ARTICLE XVI**

### **ADMINISTRATIVE CONFERENCES**

A. Costs for annual participation in overnight seminars, workshops, conventions, conferences and convocations, as may be incurred by administrators and with the Superintendent's approval, shall be borne by the Board of Education. Cost for annual participation in workshops shall be as follows:

2009-2010 - \$1,450 2010-2011 - \$1,450 2011-2012 - \$1,450

- B. A satisfactory procedure shall be formulated by representatives of the Association and the Superintendent's Office and followed whereby an equitable solution may be achieved in cases where more than one administrator wishes to attend the same education activity.
- C. The parties agree that provisions will be made to permit attendance at professional conferences. All conference requests will be submitted to the Superintendent for his/her approval/disapproval.
- D. There shall be two days during school holidays and one evening set aside for administrative in-service.

#### **ARTICLE XVII**

#### **MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board policy for the terms of said Agreement, and the Board will 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 Agreement to any employee or group of employees is held to be contrary to law, then said 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 individual contract between the Board and an Individual Principal, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an Individual contract contains any language inconsistent with this Agreement, this Agreement during its durations, shall be controlling and take precedence.
- D. The Board and the Association agree that all practices, procedures, and policies of the school system and the Association shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Principals or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- E. Copies of this Agreement shall be printed by the Association within thirty (30) days after the Agreement is signed and will be presented to all Principals not employed or hereafter employed by the Board. The Board will reimburse the Association fifty per cent (50%) of the cost of the printing.

- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - If by Association, to Board at: Administration Office 4207 Route 516 Matawan, NJ 07747
  - 2. If by Board, to duly elected President of the Old Bridge Township Administrators' Association
- G. Principals who may be required to use their own automobile in the performance of their duties shall be reimbursed for all travel expenses in accordance with the requirements of N.J.S.A. 18A:11-12 and the travel regulations promulgated.
- H. Principals shall have an annual professional organization allotment of:

<u>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> \$300 \$300 \$300

This will include but not be limited to membership in NAESP and NASSP.

- I. Longevity See Principal's Salary Guides
- J. Domestic partners will be included for pension purposes only
- K. Procedural Requirements

A complaint by any parent, student, or other person that may influence the evaluation of a Principal shall be processed according to the following procedures. The Superintendent shall meet with the Principal to apprise the Principal of the full nature of the complaint. The Principal shall have the right to put in writing a response to any complaint inserted in his/her file. If the complaint is found to be false by the Superintendent or his/her representative, all records shall be removed from the Principal's file.

### **ARTICLE XVIII**

### **MENTORING**

- A. The Board of Education will assume 50% of mentoring cost, per year.
- B. Each year of the mentoring process, an administrator may use their professional development allotment in Article XVI for their share of the mentoring cost.
- C. The expenditures identified in Paragraph A shall be charged to the Administrator's Professional Leave and Development Account.
- D. Professional leave will be granted for the requirement of mentoring.

#### **ARTICLE XIX**

### **DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect to and including June 30, 2012. This agreement shall not be extended orally, and is expressly understood that this Agreement shall expire on the date indicated.
B. In witness whereof the parties hereto caused this Agreement to be signed by their representative presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year.
For the Board of Education: For the Association:

President

Nancy M. Mongon
Secretary

President

Joanne Feldman, Ed.D.
Secretary

Date

James Hickey, Ph.D.

Frank R. Weber

Date

# ADDENDUM A1 2009-2012 Salary Guides

#### HIGH SCHOOL PRINCIPAL

STEP	2008-2009	2009-2010	2010-2011	2011-2012
1	110,681	114,001	116,566	120,063
2	114,099	117,401	120,043	123,644
3	117,707	120,901	123,622	127,330
4	121,060	124,501	127,303	131,122
5	124,418	128,201	131,086	135,019
6	127,709	132,001	134,971	139,156
7	132,230	135,901	138,959	143,406
8	134,690	139,943	144,141	148,826

#### MIDDLE SCHOOL PRIMIDDLE SCHOOL PRINCIPAL

STEP	2008-2009	2009-2010	2010-2011	2011-2012
1	106,152	109,337	111,797	115,151
2	109,136	112,337	114,864	118,547
3	112,926	115,437	118,034	122,045
4	116,752	118,637	121,306	125,645
5	120,793	121,937	124,680	129,351
6	124,785	125,337	128,157	133,167
7	129,262	128,837	132,380	137,096
8	129,996	135,066	139,118	143,639

#### ELEMENTARY PRINCIPAL/HIGH SCHOOL VP/ADULT SCHOOL PRINCIPAL

STEP	2008-2009	2009-2010	2010-2011	2011-2012
1	97,792	100,726	102,992	106,082
2	99,970	103,426	105,753	109,211
3	102,268	106,201	108,590	112,433
4	104,820	109,051	111,504	115,750
5	108,181	111,976	114,495	119,164
6	111,728	115,076	118,240	122,978
7	116,777	119,076	122,740	127,343
8	122,868	127,537	131,363	135,632

### MIDDLE SCHOOL VICE PRINCIPAL

STEP	2008-2009	2009-2010	2010-2011	2011-2012
1	95,298	98,157	100,365	103,376
2	97,480	100,782	103,050	106,426
3	100,360	103,482	105,810	109,566
4	103,387	106,257	108,648	112,798
5	106,643	109,132	111,587	116,125
6	110,434	112,132	115,216	119,725
7	114,336	116,132	119,416	123,916
8	118,211	122,821	126,506	130,617

### **ADVANCED DEGREE & LONGEVITY**

STEP	2008-2009	2009-2010	2010-2011	2011-2012
PR 01	7,501	7,801	8,035	8,316
PR 02	10,862	11,296	11,635	12,043
PR 10	1,046	1,088	1,120	1,160
PR 15	2,116	2,201	2,267	2,346
PR 25	5,878	6,113	6,297	6,517
PR 30	6,886	7,161	7,376	7,634
PR 99	4,896	5,092	5,245	5,428

- PR 01 MASTERS + 30
- PR 02 DOCTORATE
- PR 10 25 YEARS IN DISTRICT NOT AT TOP OF GUIDE
- PR 15 30 YEARS IN DISTRICT NOT AT TOP OF GUIDE
- PR 25 25 YEARS IN DISTRICT TOP OF GUIDE COMPLETED
- PR30 30 YEARS IN DISTRICT TOP OF GUIDE COMPLETED
- PR 99 THE YEARS FOLLOWING THE COMPLETION OF THE TOP OF THE GUIDE

### ADDENDUM A1 2009-2012 OBAA Salary Guides for Administrators hired after January 1, 2010

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2	114,099	117,401	120,043	
3	117,707	120,901	123,622	127,330
4	121,060	124,501	127,303	131,122
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