

**AGREEMENT**

**Between**

**THE OLD BRIDGE ADMINISTRATORS ASSOCIATION**

**And**

**THE OLD BRIDGE TOWNSHIP BOARD OF EDUCATION**

**2014-2017**

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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, including any individuals appointed to such positions as interim or acting employees for a period of sixty (60) days or more.
- B. Unless otherwise indicated, the term "Principals" when used hereinafter in this Agreement shall refer to all professional employees in the negotiation unit as above defined.
- C. The Board and Administrator's 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, Public 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 counter-proposals 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;
  - b. 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 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. To be considered under this Article, a Grievance must be formally presented within sixty (60) calendar days of the event or action giving rise to the claims constituting the Grievance.

**B. Purpose**

1. 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 of 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.
2. 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 the 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 filed 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**

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

**Level Two**

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/she may file the grievances 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**

If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, 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 regulation 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 arbitrators as well as the costs charged by PERC shall be jointly shared by the Board of Education and the Association.

### **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 procedures 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' 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 to freely 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 197 4 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 of 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 of 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/she 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, except as provided by law.
- 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. However, Principals shall have the right, pursuant to N.J.S.A. 18A:30-9, to carry over unused vacation time for one (1) year, with the consent of the Superintendent, and to be paid for any accrued, unused vacation time upon retirement.
- B. The vacation entitlement for Principals shall be as follows:
  - 1. Principals appointed after March 1, 1995 shall receive four (4) weeks vacation, twenty (20) days.
  - 2. Principals appointed prior to March 1, 1995 shall receive five (5) weeks vacation, twenty-five (25) 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 a prorated basis for the current school year.
- E. Effective with the 2012-2013 school year, the three (3) extra days to be worked by Principals, as initially negotiated for the 2001-2002 school year, shall consist of one (1) day during a school holiday and two (2) evenings set aside annually for administrative in-service activities such as, but not limited to, Parent University.



## ARTICLE VI

### PRINCIPAL'S 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. Upon appointment, each Principal shall be placed on the Salary Guide reflecting his/her position. Step placement shall be at the discretion of the Superintendent, upon approval of the Board of Education. However, no internal Principal shall suffer a reduction in Step upon reassignment or transfer within the OBAA.
- 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 May 15 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 increase in salary and benefits as may be required by law or Agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

- 2. Reasons

Any non-tenured Principal who received a notice of non-employment 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 years 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. Procedures

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 assignments 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 practical, 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, however, the parties acknowledge that the final determination of assignment of staff lies with the Board of Education upon recommendation of the Superintendent.

## **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<sup>st</sup>. 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 and/or reassignment and of available positions that he/she may be transferred or reassigned and shall give consideration to his/her choice of designate 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 her/her preference to which her/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 procedures, however, the parties intend and acknowledge that all observations and evaluations shall be consistent with the applicable provisions of N.J.A.C. 6A:10.

1. Non-tenured Principals 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 1 and January 31; and the third between February 1 and April 1. From these observations/evaluation reports, a final evaluation shall be completed. In the case of non-renewal, the Principal shall receive the evaluation no later than April 30. In all other cases, the Principal shall receive said final evaluation no later than June 30.
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. A Principal 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.

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/her opinion, they are obsolete or otherwise inappropriate to retain said documents shall be returned to the Principal.

2. Open Evaluation

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

### 3. Copies of Evaluation

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 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/her 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

1. 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.
2. Effective February 1, 1989, all employees accruing 100 sick /personal days and who leave the District after twenty-five 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.
3. Payment for sick leave for Principals appointed on or after May 21, 2010 shall be capped at fifteen thousand dollars (\$15,000) and shall only be available upon retirement of such principals.
4. No employee shall be allowed to project his/her date of 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 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 Public School District.
- B. Applications for sabbatical leave are to be submitted to the Superintendent no later than March 1 preceding 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 may recommend and the Board of Education may grant, sabbatical leaves as determined by the Superintendent and the Board 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 Salary 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 on 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 an advanced degree at a duly authorized institution of higher learning, accredited and recognized by the State of New Jersey, and for professional improvement courses authorized by the Superintendent.

In-service courses authorized by the Superintendent and approved by the Board of Education requiring Principal attendance, are paid for by the district and participants are eligible to receive in-service credit for salary purposes.

- 2. In order to receive course credit, Principals must submit to the Superintendent, 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/her 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 (20) 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.
6. Final interpretation of both the guidelines and the Principal's substantiation shall be left to the discretion of the Superintendent.
7. Reimbursement paid to Principals will be capped at the Spring Rutgers rate in each year, continuing through the immediately following summer and fall semesters, not to exceed six (6) credits per year.

## ARTICLE XV

### INSURANCE PROTECTION

- A. Effective July 1, 2012, all members shall make contributions to their health insurance premiums consistent with the terms of P.L. 2011, c.78. Once members reach Tier 4 / maximum contributions under Chapter 78, their contributions shall remain at that percentage for the remainder of the life of this agreement. The parties agree that in the event that Chapter 78 sunsets or is repealed during the life of this agreement, the parties shall re-open negotiations, with contributions remaining at the then-current percentages and consistent with Chapter 78 pending such re-opened negotiations.
1. The Board will provide Principals with medical coverage through the New Jersey School Employees' Health Benefits Program (SEHBP), NJ Direct 10, NJ Direct 15, Aetna HMO, or Cigna Healthcare at the employee's choice. Principals shall contribute to medical premium costs consistent with P.L. 2011, c. 78.
  2. An opt-out provision will be available at the following rates:

a. Single	\$2,000
b. Parent/Child	\$2,000
c. Member/Partner	\$3,000
d. Family	\$3,500

The opt-out provision applies only to medical coverage. Coverage for prescription, dental and vision plans shall remain in effect.
  3. The Board will provide Principals with 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. Principals shall contribute to prescription medical insurance premium costs consistent with P.L. 2011, c. 78.
  4. The Board will pay 100% of the cost of 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 1<sup>st</sup> and shall terminate on August 31<sup>st</sup> of each year.

7. Non-Tenure Benefits

- a) Non-tenure staff who receive benefits and who are given a Sixty Day Notice of Release shall continue to receive benefits for sixty (60) consecutive calendar days following the last day on which they were required to report to work. This provision shall not apply to any staff member who is terminated mid-year for cause.
- b) Non-tenure staff who received health benefits and who received a Non-renewal Notice for Reasons of Economy shall continue to receive benefits through August 31<sup>st</sup> 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 subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.
- 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 subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.
- d) Employees on leave of absence due to disability, including those female employees 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 subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.

- e) Employees on unpaid personal leave of absences 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 paid benefit period for child rearing leave shall be for the first six (6) consecutive months of the unpaid leave subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.
- 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 subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.
- 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 subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.
- 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 subject to employee contributions as set forth in Sections A.1 and A.3 of this Article.

## 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 form TPAF or PERS (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

1. The Board will pay 100% of the cost of blanket liability insurance or may choose to self-insure for the same, for Principals which provides the following benefits:
  
2. Pursuant to N.J.S.A. 18A:16-6 Principals will be indemnified and saved harmless for all costs of defending against, and for any financial loss resulting from, any civil or administrative proceeding brought against said Principal for any act or omission arising out of and in the course of his or her duties.
  
3. N.J.S.A. 18A:16.6-1, every Principal will be indemnified and saved harmless for all costs of defending against, and for any financial loss resulting from, any criminal proceeding brought against said Principal for any act or omission arising out of and in the course of his or her duties, providing that such proceeding is dismissed or results in a final dispositions in favor of him or her.

## 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:

2014-2015     \$1,450

2015-2016     \$1,450

2016-2017     \$1,450

Principals may combine/pool unused conference money to arrange for on-site professional development training that the Principals determine is needed to advance their leadership and knowledge. Notification of such events shall be provided to the Superintendent or his designee no later than March 1 of the school year in which such event shall take place. All monies allotted under this provision must be used no later than June 30 of the school year for which it is allotted.

- 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 educational 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 of his/her approval/disapproval.

## 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 this, 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 not discrimination in the hiring, training, assignment, promotion, transfer or discipline of Principals or in the application of administration of the 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 percent (50%) of the cost of 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 the Agreement, either party shall do so by certified mail or email with a confirmation receipt.

- a. If by Association to Board at:

Administration Office  
4207 Route 516  
Matawan, NJ 07707

If by Board to the Association:

Duly Elected President of the Old Bridge Township Administrator's Association  
Corresponding School Address

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. All mileage reimbursement shall be at the rate established by the Office of Management and Budget (OMB).

H. Principals shall have an annual professional organization allotment of

2014-2015	\$300
2015-2016	\$300
2016-2017	\$300

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

I. Longevity – See Principal’s Salary Guide

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 costs 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**  
**STIPENDS**

**1. Tier I Stipends:**

- a. District Anti- Harassment, Intimidation and Bullying Coordinator:         \$ 7,500
- b. District Title I, II and III Grant Writer:   \$10,000
- c. In establishing these stipends, the parties are in agreement as follows:

- i. The Chief School Administrator will recommend to the Board of Education for approval the best qualified candidate for these positions, based upon experience, availability and the educational and managerial judgment of the Chief School Administrator, after a posting and application process. Every effort will be made to appoint such work on a voluntary basis. However, the Administration reserves the right to involuntarily assign this work if the Chief School Administrator determines that there is no qualified applicant.
- ii. It is expressly understood by both parties that the OBAA has no unit work or other exclusivity claim to these positions, and that the Chief School Administrator and Board of Education reserve the legal and contractual right to assign these duties to employees outside of the OBAA, in which case the above-referenced stipends shall not apply.

**2. Tier II Stipends:**

- a. Elementary Personnel/Interview Committee Chair:   \$1,920
- b. Elementary Personnel/Interview Committee Member:   \$1,280
- c. Local Professional Development Committee Administrative Co-Chair:     1 Comp Day
- d. Instructional Council Co-Chair:   1 Comp Day

- e. All Comp Days referenced with regard to the above stipends shall be scheduled with the permission of the Chief School Administrator, during the period between the close of school in June and August 15.
- f. The stipends listed above are based upon an hourly rate of sixty-four dollars (\$64.00), which is based upon the average annual salary in the Base Year, divided by 260 days, divided by eight hours per day. This calculation is made without prejudice to either party, and is not intended to limit or establish the workday of any employee or employees.

### **3. Tier III Stipends:**

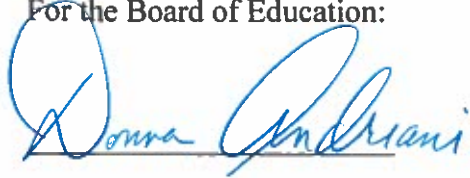
- a. Principals engaged in the following activities/responsibilities shall be compensated at the hourly rate of sixty-four dollars (\$64.00) for all time devoted to the activities, provided that each project or assignment shall be undertaken only after the written request to, and the written approval of the Chief School Administrator:
  - i. Curriculum Writing Committee Chair
  - ii. Affirmative Action Coordinator
  - iii. Affirmative Action Officer
  - iv. Internal Workshops and OBAA Leadership Academy
- b. It is expressly understood by both parties that the OBAA has no unit work or other exclusivity claim to the positions of Affirmative Action Coordinator, Affirmative Action Officer or Curriculum Writing Committee Chair, and that the Chief School Administrator and the Board of Education reserve the legal and contractual right to assign these duties to employees outside of the OBAA, in which case the above-referenced stipends shall not apply.
- c. The Chief School Administrator will recommend to the Board of Education for approval the best qualified candidate for these positions, based upon experience, availability and the education and managerial judgment of the Chief School Administrator, after a posing and application process. Every effort will be made to appoint such work on a voluntary basis. However, the Administration reserves the right to involuntarily assign this work if the Chief School Administrator determines that there is no qualified applicant.

**ARTICLE XX**

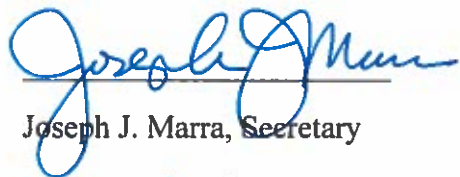
**DURATION OF AGREEMENT**

- A. The new Collective Bargaining Agreement shall be a three (3) year agreement, effective from July 1, 2014 through June 30, 2017. 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 the 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:



Donna Andriani, President



Joseph J. Marra, Secretary

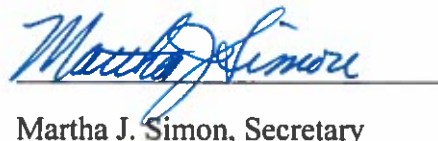
11/18/14

Date

For the Association:



Thomas Ferry, Ed.D, President



Martha J. Simon, Secretary

11/18/14

Date



Addendum A1: 2014-2017 Salary Guides

HIGH SCHOOL PRINCIPAL			
Step	2014-2015	2015-2016	2016-2017
1	120,330	120,330	120,330
2	123,830	123,830	123,830
3	127,330	127,330	127,330
4	131,122	131,122	131,122
5	135,019	135,019	135,019
6	139,156	139,156	139,156
7	143,406	143,406	143,406
7A	149,142	149,142	146,991
8	152,871	154,399	155,943

ELEMENTARY PRINCIPAL // HIGH SCHOOL VP			
Step	2014-2015	2015-2016	2016-2017
1	105,433	105,433	105,433
2	108,933	108,933	108,933
3	112,433	110,621	111,112
4	115,750	114,176	114,176
5	118,900	117,544	117,544
6	121,249	120,743	121,203
7	123,371	123,153	123,371
7A	125,530	125,283	128,576
8	141,932	143,351	144,785

MIDDLE SCHOOL PRINCIPAL			
Step	2014-2015	2015-2016	2016-2017
1	115,330	115,330	115,045
2	118,830	118,830	118,330
3	122,330	122,330	122,330
4	126,122	126,122	126,122
5	130,019	130,019	130,019
6	133,168	133,168	134,156
7	135,498	135,166	136,504
7A	137,870	137,531	139,877
8	149,939	151,438	152,953

MIDDLE SCHOOL VICE PRINCIPAL			
Step	2014-2015	2015-2016	2016-2017
1	102,566	102,566	102,566
2	106,066	106,066	106,066
3	109,566	109,566	109,566
4	112,798	112,798	112,798
5	114,772	114,546	116,125
6	119,726	116,551	118,001
7	121,821	121,582	119,771
7A	123,953	123,709	125,604
8	136,917	138,286	139,669

ADVANCED DEGREE & LONGEVITY			
STEP	2014-2015	2015-2016	2016-2017
PRO1	8316	8316	8316
PRO2	12043	12043	12043
PR10	1160	1160	1160
PR11	N/A	1000	1000
PR15	2346	2346	2346
PR25	6517	6517	6517
PR30	7634	7634	7634
PR99	5428	5428	5428

PRO1	MASTERS + 30
PRO2	DOCTORATE
PR10	25 YEARS IN DISTRICT NOT AT TOP OF GUIDE
PR11	COMPLETED 10 YEARS AS DISTRICT ADMINISTRATOR
PR15	30 YEARS IN DISTRICT NOT AT TOP OF GUIDE
PR25	25 YEARS IN DISTRICT TOP OF GUIDE COMPLETED
PR30	30 YEARS IN DISTRICT TOP OF GUIDE COMPLETED
PR99	THE YEARS FOLLOWING THE COMPLETION OF THE TOP OF THE GUIDE

Notes:

- \* Grant stipend is reduced by 1% of Elem. Principal top step during 2015-2016. Grant stipend is reduced by an additional 1% of Elem. Principal top step during 2016-2017.
- \*GNC Principal on Middle School Principal Guide

**OBAA GUIDES PROP II**  
**OLD BRIDGE BOARD OF EDUCATION**  
**YEAR 1 (2014-2015) SALARY GUIDES: WITH GUIDE REVISIONS**

STEP	HIGH SCHOOL PRINCIPAL			MIDDLE SCHOOL PRINCIPAL			ELEMENTARY / HS VP			MIDDLE SCHOOL VP		
	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST
1	120,330	0	0	115,330	0	0	105,433	0	0	102,566	0	0
2	123,830	0	0	118,830	0	0	108,933	1	108,933	106,066	0	0
3	127,330	0	0	122,330	0	0	112,433	1	112,433	109,566	0	0
4	131,122	0	0	126,122	0	0	115,750	2	231,500	112,798	2	225,596
5	135,019	0	0	130,019	0	0	118,900	2	242,498	114,772	1	119,726
6	139,156	0	0	133,168	1	133,168	121,249	0	0	119,726	1	119,726
7	143,406	0	0	135,498	0	0	123,371	0	0	121,821	0	0
7A	149,142	0	0	137,870	0	0	125,530	0	0	123,953	0	0
8	152,871	1	152,871	149,939	2	299,878	141,932	9	1,277,388	136,917	1	136,917
MA+30	8,316	1	8,316	8,316	1	8,316	8,316	8	66,528	8,316	1	8,316
DR	12,043	0	0	12,043	0	0	12,043	4	48,172	12,043	1	12,043
PR99	5,428	0	0	5,428	1	5,428	5,428	6	32,568	5,428	1	5,428
PR10	1,160	0	0	1,160	0	0	1,160	0	0	1,160	0	0
PR11	1,000	0	0	1,000	0	0	1,000	4	4,000	1,000	0	0
PR15	2,346	0	0	2,346	0	0	2,346	0	0	2,346	0	0
PR25	6,517	0	0	6,517	0	0	6,517	0	0	6,517	0	0
PR30	7,634	0	0	7,634	0	0	7,634	0	0	7,634	0	0
HIB	7,500	0	0	7,500	0	0	7,500	1	7,500	7,500	0	0
GRANT	10,000	0	0	10,000	0	0	10,000	1	10,000	10,000	0	0
<b>SALARY SUBTOTAL:</b>		1	152,871		3	433,046		15	1,972,752		4	482,239
<b>STIPEND SUBTOTAL:</b>		1	8,316		2	13,744		22	168,768		3	25,787
<b>AGGREGATE SUBTOTAL:</b>			161,187			446,790			2,141,520			508,026

<b>Total FTE:</b>	23
<b>TOTAL SALARIES:</b>	3,040,908
<b>TOTAL STIPENDS:</b>	216,615
<b>GRAND TOTAL:</b>	3,257,523
<b>BASE COSTS:</b>	3,203,720
<b>\$ INCREASE:</b>	53,803
<b>% INCREASE:</b>	1.68%

- Notes:**
- 1 HSP Step 8 is set at 2.00% above HSP Step 7A 2013-2014
  - 2 All MSP Steps other than Step 6 are re-set for spacing.
  - 3 EP/HSVP Step 6 is set at 1.75% above EP/HSVP Step 5 2013-2014
  - 4 EP/HSVP Steps 7 and 7A (empty) are re-set for spacing
  - 5 Empty Steps on MSVP guide are re-set for spacing

*11/11/14*  
*11/11/14*  
*Step 5*



**OLD BRIDGE BOARD OF EDUCATION  
YEAR 3 (2016-2017) SALARY GUIDES**

**OBAA GUIDES PROP II**

STEP	HIGH SCHOOL PRINCIPAL			MIDDLE SCHOOL PRINCIPAL			ELEMENTARY PRINCIPAL / HS VP			MIDDLE SCHOOL VP				
	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST		
1	120,330	0	0	115,330	0	0	105,433	0	0	102,566	0	0		
2	123,830	0	0	118,830	0	0	108,933	0	0	106,066	0	0		
3	127,330	0	0	122,330	0	0	111,112	0	0	109,566	0	0		
4	131,122	0	0	126,122	0	0	114,176	1	114,176	112,798	0	0		
5	135,019	0	0	130,019	0	0	117,544	1	117,544	116,125	0	0		
6	139,156	0	0	134,156	0	0	121,203	2	242,406	118,001	2	236,002		
7	143,406	0	0	136,504	0	0	123,371	0	0	119,771	0	0		
7A	146,991	0	0	139,877	1	139,877	128,576	2	257,152	125,604	1	125,604		
8	155,943	1	155,943	152,953	2	305,906	144,785	9	1,303,083	139,669	1	139,669		
MA+30	8,316	1	8,316	8,316	1	8,316	8,316	8	66,528	8,316	1	8,316		
DR	12,043	0	0	12,043	0	0	12,043	4	48,172	12,043	1	12,043		
PR99	5,428	1	5,428	5,428	2	10,856	5,428	8	43,424	5,428	1	5,428		
PR10	1,160	0	0	1,160	0	0	1,160	0	0	1,160	0	0		
PR11	1,000	0	0	1,000	0	0	1,000	4	4,000	1,000	0	0		
PR15	2,346	0	0	2,346	0	0	2,346	0	0	2,346	0	0		
PR25	6,517	0	0	6,517	0	0	6,517	0	0	6,517	0	0		
PR30	7,634	0	0	7,634	0	0	7,634	0	0	7,634	0	0		
HIB	7,500	0	0	7,500	0	0	7,500	1	7,500	7,500	0	0		
GRANT	7,147	0	0	7,147	0	0	7,147	1	7,147	7,147	0	0		
SALARY SUBTOTAL:			1	155,943	3	445,783							4	501,275
STIPEND SUBTOTAL:			2	13,744	3	19,172							3	25,787
AGGREGATE SUBTOTAL:				169,687		464,955								527,062

Total FTE:	23
TOTAL SALARIES:	3,137,342
TOTAL STIPENDS:	235,474
GRAND TOTAL:	3,372,816
YEAR 2 COSTS:	3,314,662
\$ INCREASE:	58,154
% INCREASE:	1.75%

- Notes:
- 1 Step 8 salaries on all guides are increased by 1.00%
  - 2 Most other occupied steps match OBAA proposal
  - 3 GRANT Stipend is reduced by 1% of the Elem Principal top Step

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13,076  
32417.5664  
14,065  
59,558

**OBAA GUIDES PROP II**  
**OLD BRIDGE BOARD OF EDUCATION**  
**YEAR 1 (2014-2015) SALARY GUIDES: BEFORE GUIDE REVISIONS**

STEP	HIGH SCHOOL PRINCIPAL			MIDDLE SCHOOL PRINCIPAL			ELEMENTARY PRINCIPAL / HS VP			MIDDLE SCHOOL VP		
	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST
1	120,330	0	0	115,045	0	0	105,433	0	0	102,566	0	0
2	123,830	0	0	118,545	0	0	108,933	1	108,933	106,066	0	0
3	127,330	0	0	122,045	0	0	112,433	1	112,433	109,566	0	0
4	131,122	0	0	125,945	0	0	115,750	2	231,500	112,798	2	225,596
5	135,019	0	0	129,952	0	0	119,164	0	0	116,126	0	0
6	139,156	0	0	133,168	1	133,168	119,264	2	238,528	119,726	1	119,726
7	143,406	0	0	133,178	0	0	119,364	0	0	122,916	0	0
7A	149,142	0	0	133,188	0	0	132,437	0	0	127,833	0	0
8	149,142	1	149,142	149,939	2	299,878	141,932	9	1,277,388	136,917	1	136,917
MA+30	8,316	1	8,316	8,316	1	8,316	8,316	8	66,528	8,316	1	8,316
DR	12,043	0	0	12,043	0	0	12,043	4	48,172	12,043	1	12,043
PR99	5,428	0	0	5,428	1	5,428	5,428	6	32,568	5,428	1	5,428
PR10	1,160	0	0	1,160	0	0	1,160	0	0	1,160	0	0
PR11	1,000	0	0	1,000	0	0	1,000	4	4,000	1,000	0	0
PR15	2,346	0	0	2,346	0	0	2,346	0	0	2,346	0	0
PR25	6,517	0	0	6,517	0	0	6,517	0	0	6,517	0	0
PR30	7,634	0	0	7,634	0	0	7,634	0	0	7,634	0	0
HIB	7,500	0	0	7,500	0	0	7,500	1	7,500	7,500	0	0
GRANT	10,000	0	0	10,000	0	0	10,000	1	10,000	10,000	0	0
SALARY SUBTOTAL:			149,142	433,046			1,968,762			482,239		
STIPEND SUBTOTAL:			8,316	13,744			168,768			25,787		
AGGREGATE SUBTOTAL:			157,458	446,790			2,137,550			508,026		

Total FTE: 23  
 TOTAL SALARIES: 3,033,209  
 TOTAL STIPENDS: 216,615  
 GRAND TOTAL: 3,249,824  
 BASE COSTS: 3,203,720  
 \$ INCREASE: 46,104  
 % INCREASE: 1.44%

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 11/11/14  
 11/11/14  
 11/11/14

**OLD BRIDGE BOARD OF EDUCATION  
OBAA BASE YEAR SCATTERGRAM 2013-2014**

**OBAA GUIDES PROP II**

December 2013 Base Data

STEP	HIGH SCHOOL PRINCIPAL			MIDDLE SCHOOL PRINCIPAL			ELEMENTARY PRINCIPAL / HS VP			MIDDLE SCHOOL VP		
	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST	SALARY	FTE	COST
1	120,330	0	0	115,045	0	0	105,433	1	105,433	102,566	0	0
2	123,830	0	0	118,545	0	0	108,933	1	108,933	106,066	0	0
3	127,330	0	0	122,045	0	0	112,433	2	224,866	109,566	2	219,132
4	131,122	0	0	125,945	0	0	115,750	0	0	112,798	0	0
5	135,019	0	0	129,952	1	129,952	119,164	2	238,328	116,126	1	116,126
6	139,156	0	0	133,168	0	0	119,264	0	0	119,726	0	0
7	143,406	0	0	133,178	0	0	119,364	0	0	122,916	0	0
7A	149,142	0	0	133,188	0	0	132,437	2	264,874	127,833	0	0
8	149,142	1	149,142	149,939	2	299,878	141,932	7	993,524	136,917	1	136,917
MA+30	8,316	1	8,316	8,316	1	8,316	8,316	8	66,528	8,316	1	8,316
DR	12,043	0	0	12,043	0	0	12,043	4	48,172	12,043	1	12,043
PR99	5,428	0	0	5,428	1	5,428	5,428	6	32,568	5,428	1	5,428
PR10	1,160	0	0	1,160	0	0	1,160	0	0	1,160	0	0
PR11	1,000	0	0	1,000	0	0	1,000	4	4,000	1,000	0	0
PR15	2,346	0	0	2,346	0	0	2,346	0	0	2,346	0	0
PR25	6,517	0	0	6,517	0	0	6,517	0	0	6,517	0	0
PR30	7,634	0	0	7,634	0	0	7,634	0	0	7,634	0	0
HIB	7,500	0	0	7,500	0	0	7,500	1	7,500	7,500	0	0
GRANT	10,000	0	0	10,000	0	0	10,000	1	10,000	10,000	0	0
<b>SALARY SUBTOTAL:</b>		<b>1</b>	<b>149,142</b>		<b>3</b>	<b>429,830</b>		<b>15</b>	<b>1,935,958</b>		<b>4</b>	<b>472,175</b>
<b>STIPEND SUBTOTAL:</b>		<b>1</b>	<b>8,316</b>		<b>2</b>	<b>13,744</b>		<b>22</b>	<b>168,768</b>		<b>3</b>	<b>25,787</b>
<b>AGGREGATE SUBTOTAL:</b>			<b>157,458</b>			<b>443,574</b>			<b>2,104,726</b>			<b>497,962</b>

AGREED UPON BY THE PARTIES APRIL 9, 2014

Total FTE:	23
TOTAL SALARIES:	2,987,105
TOTAL STIPENDS:	216,615
GRAND TOTAL:	3,203,720