

AGREEMENT BETWEEN

SOMERSET HILLS ADMINISTRATORS' ASSOCIATION

AND

SOMERSET HILLS BOARD OF EDUCATION

**July 1, 2018 – June 30, 2021**

All additions/changes throughout this **2018-2021** agreement are in **bold**

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ARTICLE ONE

MEMBERSHIP

Pursuant to the provisions of Chapter 123 of the Laws of 1974, the Somerset Hills Board of Education hereby recognizes the Somerset Hills Administrators' Association as the representative of all of the certified administrators employed by the Somerset Hills School Board in the following administrative positions for the purpose of collective negotiations:

1. Principal
2. Assistant Principal
3. Director
4. Supervisor

The term "Administrator" when used hereinafter in the Agreement shall refer to all employees in the bargaining unit as above defined. The term "Association" when used hereinafter shall refer to the Somerset Hills Administrators' Association. The term "Board" when used hereinafter shall refer to the Somerset Hills Board of Education. Excluded from the unit are any or all confidential/managerial employees. Currently including:

1. Superintendent of Schools
2. Board Secretary/Business Administrator
3. Assistant Superintendent

ARTICLE TWO

UNDERSTANDING OF THE PARTIES

This Agreement incorporates the entire understanding of the parties on all matters, representing all terms and conditions of employment, which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Further it is agreed that all provisions of this contract are binding on all parties and no parties shall refer to past practice to define their rights or obligations in the interpretation of this Agreement.

ARTICLE THREE

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of administrative personnel.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The negotiating teams have the authority to bargain to a Memorandum of Agreement, but that such agreement is subject to ratification by the full Association and the full Board of Education.

ARTICLE FOUR

BOARD RESPONSIBILITIES

The Board of Education reserves the right to the operation of the school system as well as the right to reduce or eliminate any administrative position. The Board has the right to terminate employment in the manner provided by law and will hire from any source whatsoever. All the rights, power or authority the Board had prior to the signing of this agreement are retained by the Board except those specifically abridged or modified by this Agreement, or any supplementary agreements that may hereafter be made by mutual consent of the parties. Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18A and Chapter 123-Public Law 1974, nor a delegation of its statutory authority under the laws of the State of New Jersey.

ARTICLE FIVE

ADMINISTRATORS' RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123 of the Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that the Administrators as defined in Article I (Recognition) have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and matters related thereto.

B. For Cause Provision

No tenured Administrator shall be reduced in rank or compensation unless it is for cause as defined in NJSA 18A:6-10, NJSA 18A:28-5 and NJSA 18A:29-14.

C. Required Appearances

Whenever any Administrator is required to appear before the Superintendent or Board, or any committee or member thereof for the purpose of discussing the possible withholding of an increment, suspension and/or termination of employment of that Administrator, the Administrator shall be given 48 hours notice (which will be in written form), except in case of extreme urgency, of the reasons for such meeting to interview and may (at the Administrator's discretion) have (a) representative(s) of the Association and/or attorney present to represent and advise during such meeting or interview.

D. Right to Review File and Respond

An Administrator shall have the right to review his/her personnel file upon reasonable request and to attach response to any derogatory material. No material of a derogatory nature shall be placed in the personnel file unless a copy is simultaneously provided to the affected Administrator.

E. Right to be Present

When any fact-finding hearing shall be scheduled by the Board of Education, at a private or public meeting, to hear an official complaint against an Administrator by a parent group or its representative, the said Administrator who is the subject of the complaint shall have a right to be present. The Superintendent shall notify the Administrator(s) of such meetings in accordance with the procedure set forth in Paragraph C. If it appears that the outcome of said hearing would result in some disciplinary action against the Administrator, then that Administrator shall have the right to have a representative to advise him/her during such hearing or meeting.

Any criticism of an Administrator shall be made in private and not in the presence of teachers, parents, students, or at a public gathering.

Any direct criticism or statement/comment of a negative nature referring or pertaining to a district administrator, either in name or position, made by a teacher, other employee or Board of Education member shall be made: in confidence; not in a public forum or meeting; not in writing, electronic communication and not in the presence of or shared with students, parents, other employees.

1. Whenever a complaint, criticism or statement/comment of a negative nature is made in reference to a district administrator, the administrator shall have the right to know the identity of the complainant and the specific issue (s).
2. Whenever a complaint, criticism or statement/comment of a negative nature is made in reference to a district administrator, the Board of Education shall not initiate any discussion, investigation, or action prior to revealing the identity of the complainant and the specific issue(s) to the affected administrator.

ARTICLE SIX

ASSOCIATION RIGHTS

A. Access to Information

To assist in the negotiations process, the Board will make available upon request to the Association all pertinent records, data and information which are matters of Public Record.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and/or benefits.

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property outside the normal working day and further provided that this shall not interfere with or interrupt normal school operations.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incidental to such use.

ARTICLE SEVEN

DUTIES

- A. The members of the Association agree to perform their duties in accordance with this Agreement, the Rules and Regulations of the Somerset Hills Board, and the State Board of Education, and the statutes of New Jersey pertinent thereto and in existence at the time of the signing of this Contract.
- B. The school year for Unit members shall be the twelve (12) month employee calendar. All administrators will work the last five (5) work days in August.
- C. Administrators are required to be in attendance in the district every day that school buildings are open, in accordance with the employee calendar.
- D. When schools are closed, by the Superintendent or appointed designee, for inclement weather or other emergency reasons, the Administrators will not be expected to report to work. When schools are scheduled for a delayed opening by the Superintendent or designee for inclement weather or other emergency reasons, administrators will report 45 (forty-five) minutes prior to certified staff.
- F. Summer work hours will begin and end at the discretion of the Superintendent. Administrators will work a four day work week during the summer. Each death in the family, vacation, personal business, sick or illness in the family day taken during the four day summer work week will be charged as one day.
- G. In the event of a short-term vacancy, administrators directed to fulfill additional administrative responsibilities for more than 30 **calendar** days shall be compensated at the rate of \$100 per diem retroactive to the date they assumed the additional responsibilities. A short-term vacancy is to be defined as no more than 90 **calendar** days.

No administrator shall be required to fulfill additional responsibilities as a result of a vacancy for more than 90 **calendar** days.

- H. The Board will include six (6) delayed openings or early release days for the students each school year, as determined by the Superintendent, so that administrators may be provided with additional time to perform work associated with District curriculum and instruction initiatives. This work will be performed in district. Three (3) of these days shall be directed by the Superintendent. This provision is effective starting with the 2016-2017 school year.

ARTICLE EIGHT  
GRIEVANCE PROCEDURES

A. Definition

A grievance is an appeal by a member or by the Association on behalf of a member or members, alleging improper interpretation or application or violation of this Agreement, impacting the terms and conditions of employment.

B. Purpose

The purpose of these procedures is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. Time Limits

1. Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the Administrator(s) to proceed to the next step.
2. Failure at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
4. In the event a grievance is filed at such a 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 school year or as soon thereafter as is practicable.
5. A grievance must be raised at Step 1 no later than 30 calendar days following its occurrence, or within 30 calendar days after the aggrieved party knows or should have known of the events or conditions on which it is based.

D. Procedures

1. Step 1

An Administrator who has a grievance shall discuss it first with his/her immediate Supervisor in an attempt to resolve the complaint. If, as a result of the discussions, the matter is not resolved to the satisfaction of the Administrator within seven (7) calendar days, the complaint(s) shall be set forth in writing to said Supervisor.

The written grievance shall include the following:

- date of the occurrence giving rise to the grievance
- date the grievance is filed
- nature of the grievance
- specific provisions of the contract allegedly violated
- remedy being sought
- all documents supporting the grievance attached

The Supervisor shall communicate a decision in writing to the Administrator within seven (7) calendar days after delivery of the written complaint.

2. Step 2

The Administrator may appeal the decision of the Supervisor to the Superintendent within seven (7) calendar days after the decision of the Supervisor has been delivered to the Administrator. The appeal shall be in writing, including a copy of all documents submitted at Step 1, and shall set forth specifically the reasons for the appeal. A copy of this appeal shall be sent by the Administrator to the Supervisor who rendered the decision.

The Superintendent of Schools shall hold a hearing on the grievance, if requested by the grievant. At least two (2) school days prior to the hearing, the Administrator and the Supervisor involved, if any, shall be given written notice thereof. The Administrator shall be present at the hearing. The Supervisor involved may be present. A maximum of three (3) witnesses each to offer facts on behalf of the Administrator and/or the Supervisor may be present. The Administrator may be represented by the Association. Each party shall notify the other and the Superintendent at least 24 hours before the hearing if witnesses are to be present.

The Superintendent of Schools shall communicate a decision in writing to the Administrator and Supervisor involved within ten (10) calendar days after delivery of the appeal.

3. Step 3



The Administrator may appeal the decision of the Superintendent to the Board of Education within ten (10) calendar days after the decision of the Superintendent has been delivered. The appeal shall be in writing, including a copy of all documents submitted at Step 1, and shall set forth specifically the reasons for the appeal. This appeal shall be sent or given to the Superintendent of Schools who shall present it to the Board.

The Board, after reviewing the appeal and the report of the Superintendent of Schools, may hold a hearing. At least two (2) school days prior to the possible hearing, all necessary parties shall be given written notice thereof. At the hearing, all parties concerned shall be present, present witnesses and may be represented by persons of their own choosing. The Board shall communicate its decision in writing to the Administrator and the Supervisor involved, through the Superintendent of Schools, within forty-five (45) calendar days after the receipt of the appeal to the Board by the Superintendent.

Except as limited in this contract where the decision of the Board is final and binding if the grievance is not resolved at Step 3, within 15 calendar days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (PERC) for arbitration. PERC shall submit a list of ten names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

The decision of the arbitrator, in all cases, shall be advisory in nature. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. Cost of arbitration shall be borne equally by both parties.

## ARTICLE NINE

### LEAVES OF ABSENCE

#### A. Excused Absences

##### 1. Death in Family

Bereavement days are provided to attend to obligations related to the death of a relative or close friend. These days are to be taken consecutively at the time of the funeral. Exceptions to this clause must be made in writing to the Superintendent.

In the case of the death of the father, mother, husband, wife, child, sister, brother, or grandchild of any Administrator, such Administrator will be excused for a period of up to five (5) days within a period of up to three weeks from the date of death.

In the case of the death of the mother-in-law, father-in-law, grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any Administrator, such Administrator will be excused for a period of three (3) days within a period of up to three weeks from the date of death. One (1) day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece, cousin or close friend.

2. Jury Duty

There shall be no salary deductions for an Administrator who is absent due to service on a Grand or Petit Jury.

3. Legal Requirements

The Board of Education shall provide legal assistance to the Administrators as per NJSA 18A:16-6, 16-6.1. An Administrator shall be excused with no loss of pay to attend any hearing, court or administrative law proceeding as a result of any school matter or act arising out of and in the course of the performance of the duties of the Administrator, and within the scope of employment.

4. Personal Business

If, for personal reasons, a day's absence is necessary, an Administrator may be excused from her/his duties upon notice to and permission from the immediate Supervisor. Notice should be submitted at least one (1) week before the requested absence unless an unanticipated emergency occurs, which precludes such notice.

"Personal Business," as herein defined, is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases in which an Administrator requests an excused absence for Personal Business, **the administrator shall enter the absence in AESOP and email a request to his/her immediate Supervisor for approval and ultimate approval by the Superintendent.**

Requests for personal business days will not be granted on days preceding or following a school holiday or on consecutive days except in cases of emergency. Requests for an exception to this clause must be detailed in writing to the Superintendent.

Twelve (12) month administrators receive four (4) Personal Business days in any one contract year. The number of unused days shall accumulate as sick leave from year to year.

5. Paid Holidays

All administrators will receive eighteen (18) paid holidays each year, two (2) of which will be floating holidays taken at the discretion of each individual administrator.

If, for professional reasons, an Administrator must work on one of the paid holidays, she/he will be granted a day off from her/his duties upon notice to and permission from the Superintendent of Schools.

6. Family Illness

All administrators will receive two family illness days, cumulative as sick days. Family members shall be defined as spouse, child, parent, grandparent, mother-in-

law, father-in-law, domestic partner, or relative who permanently resides in the house of the employee.

B. Sick Leave

**Sick Leave shall be defined by state law set forth at N.J.S.A. 18:30-1 et seq. All administrators shall be entitled to twelve (12) sick days per year. Unused sick leave days shall be accumulated from year to year. Sick leave in excess of the above may be given at the discretion of the Board of Education.**

**Any Administrator hired as an Administrator on or after July 1, 2005 and who has a minimum of ten (10) or more years in the district, upon retirement shall be entitled to receive the following compensation: 25% of his/her final per diem rate of pay for all accumulated sick days up to a maximum of 120 days in an amount not to exceed state law. This benefit shall be paid only once to each Administrator. Said payment shall be made as soon as possible but no later than 45 calendar days from the last day of employment.**

**Pursuant to prior collective bargaining agreements, upon his retirement, Michael Hoppe shall be entitled to payment of 50% of his final per diem rate of pay for all accumulated sick days up to a maximum of 300 accumulated sick days in an amount not to exceed state law.**

C. Parenthood Leave

**1. Application For Leave**

**a. As soon as possible after learning of his or her impending parenthood, but no less than sixty days prior to the anticipated start of the leave, and except in case of an emergency, an Administrator shall promptly notify the Superintendent of Schools of such impending parenthood, including adoption.**

**b. No less than sixty (60) days prior to the date of the anticipated start of leave, the Administrator shall then submit a written request for parenthood leave to the Board of Education, through the Superintendent of Schools. Such request shall specify the requested date for commencement and termination of the leave, within the limit specified in Section 2 of this Article, and shall be accompanied by the statement of a licensed physician, giving the approximate date of the birth of the child, and in case of adoption, a statement from the proper authority.**

**2. Duration Of Leave**

**Parenthood Leave shall be granted for all Administrators for a period of up to the end of the academic school year in which the Parenthood Leave commenced or a minimum of six (6) months, whichever is greater. An additional school year of Leave shall be granted upon request to an Administrator under tenure or one who has received a tenure-year contract.**

**An Administrator on Parenthood Leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the Administrator wishes to return, or sixty (60) calendar days prior to said intended return date, whichever is sooner.**

### **3. Normal Return of Duty**

**All benefits to which an Administrator was entitled at the initiation of leave of absence including unused accumulated sick leave shall be restored upon return to full service.**

**An Administrator returning on the first day of the school year in September from Parenthood Leave shall be placed in her/his previously held position or a comparable one as provided by law.**

**Time spent on Parenthood Leave shall not count towards salary guide placement experience, seniority, or sick leave accumulation.**

### **4. Modification Of Leave**

**a. If normal conditions attendant upon pregnancy or adoption do not prevail, resulting in non-parenthood, an Administrator may apply in writing to return to duty prior to the expiration of the parenthood leave. If modification of the leave is granted, at the employee's option, regular sick leave shall be applied to cover the time the administrator was under a doctor's care. The request for sick leave must be made in writing to the Superintendent of Schools.**

**b. Accompanying the request shall be a written verification by a duly licensed physician stating that such Administrator is physically, mentally and emotionally able to resume normal duties as previously assigned.**

**c. Upon verification, such request will be granted no later than the beginning of the next school semester.**

**d. All other requests to modify parenthood leaves may be granted at the Board's sole discretion.**

### **5. Salary Arrangement**

**a. No salary shall be paid by the Board for the period covered by the parenthood leave of absence.**

**b. Anyone who accepts Parenthood Leave after December 31, in any given year, is given credit on the "salary guide" for a full year upon returning to the district.**

### **6. Adoption**

**Any Administrator adopting a child of age 10 years or less shall receive Parenthood Leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.**

**7. Substituting and Outside Employment**

**No Administrator on parenthood leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.**

**An Administrator receiving Parenthood Leave shall not accept full time employment in the administrative field during all or part of the period of the Parenthood Leave. This provision shall cease to be operative if the school district denies the Administrator's request under Paragraph 4 to return to employment.**

**8. Non-Tenured Administrators**

**The Board is not required to continue employment of a non-tenured Administrator beyond the year in which the leave is taken, or a six-month period, whichever is applicable. The Parenthood leave shall not be counted towards tenure.**

**D. Maternity Leave**

1. The Board shall grant sick leave for the period of actual disability associated with the pregnancy and the birth to a pregnant Administrator on the same terms and conditions governing leaves of absence for illness or medical disability.

The pregnant Administrator will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability in accordance with law.

2. Any pregnant Administrator who does not elect to take a Parenthood Leave in conjunction with Maternity Leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
3. The Board may require an Administrator during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned. In the event of any question as to the condition of the pregnant Administrator, a conference shall be arranged between the Board's physician and the Administrator's physician.
4. No Administrator shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

5. In all matters, including discipline, a pregnant Administrator shall be treated like any other Administrator. Furthermore, the Board has the right to remove any pregnant Administrator from her daily duties if her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (1) the pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working; or (2) the Board's physician concludes she is unable to continue in the role of an Administrator. However, the Board shall not discriminate against the pregnant Administrator in violation of NJSA 10:5-1 or any laws of the State of New Jersey or the United States.

E. Advanced Study

1. The Board feels that, in certain cases, benefits will accrue to the school system if Administrators are granted a one(1) academic year's Leave of Absence without pay, for advanced study. The Administrator must have acquired tenure in the Somerset Hills School District as a prerequisite for such Leave.
2. Request(s) shall be submitted in writing to the Superintendent by January 1 of the year prior to the commencement of a Leave.
3. The Board will give consideration to such application after it has been reviewed and recommended by the Superintendent and the applicant shall be notified no later than March 1.
4. The Leave activities must be directly related to Administration/Supervision or for an advanced degree program or related travel.
5. The denial of the request for such Leave by the Board shall not be arbitrable.
6. As an administrator earns additional credit toward advanced degrees, no administrator shall make less than 3% more than the equivalent step and degree of a certified teacher. This calculation shall be based upon a certificated teacher's annual salary divided by 200 which will establish the per diem rate. This number will then be multiplied by 240 to establish the 12-month rate. 3% will then be added to this number.

Administrators earning a Doctorate degree after July 1, 2005 shall receive a \$5,000 increase. During the first year, the salary increase will be prorated based upon the month that the Doctorate was completed.

F. Other Leaves

Other leaves of Absences with/without pay may be granted for good cause and for exceptional reasons upon recommendation of the Superintendent and approval of the Board of Education. Request(s) for the above shall be submitted in writing to the Superintendent. The denial of such Leave by the Board shall not be arbitrable nor actionable at law.

However, the denial of same shall be reduced to writing with explanations for the reason of said denial.

G. Miscellaneous

1. Any requests for modifications of previously granted Leaves shall be submitted in writing to the Superintendent. The denial of any modification by the Board shall not be arbitrable.
2. Administrators, while on Leave without pay, shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board in accordance with applicable law.
3. Upon return from paid Leave or unpaid Leave of six (6) months or less granted by the Board, an Administrator shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on said Leave with all seniority rights.
4. All benefits to which an Administrator was entitled at the time his/her approved Leave of Absence commenced, including unused accumulated sick leave, shall be restored upon return. An Administrator returning from approved Leave shall be placed in the previously held position or a comparable one as provided by law.

ARTICLE TEN

ADMINISTRATIVE VACANCIES

A notice of vacancy in an administrative position shall be sent to the Association twenty (20) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. If there is a change in qualifications or job description when applications are pending, the Association shall be notified of these changes as soon as possible.

ARTICLE ELEVEN

SCHOOL CALENDAR

Input to the school calendar shall be solicited from representatives of this Association prior to its being adopted by the Board of Education.

ARTICLE TWELVE

INVOLUNTARY TRANSFERS

Notice of involuntary transfers or reassignment shall be given to a member of the Association as soon as practical, and except in case of emergency no later than ninety (90) calendar days before the date of transfer.

ARTICLE THIRTEEN

INSURANCE PROTECTION

A. Insurance is for employees who work more than 25 hours per week.

**1. Effective July 1, 2019, all administrators shall annually contribute towards the cost of their health and dental insurance premiums. The schedule of administrator contributions for medical, prescription drug and dental benefits shall be based on the cost of Tier 4 of Chapter 78, P.L. 2011, but the maximum that employees will contribute shall be 25% of the premium cost.**

Through the Somerset Hills Board of Education Health Insurance Program, the Board of Education shall provide all covered employees working more than 25 hours per week with full individual or family (spouse and/or dependent children) health benefit coverage which shall include the following options:

Option A:

Preferred Provider Plan, which is the plan that all covered employees are enrolled in as of 7/1/12.

Option B:

Point of Service Plan

Option C:

High Deductible Health Plan with a Health Savings Account – Board will contribute to the Health Savings Account:

Single coverage: \$500

Two adults or Parent/Children coverage: \$750

Family coverage: \$1,000

2. The Board of Education shall request the carrier to provide each covered employee with a description of conditions and limit of the health benefit coverage herein provided.



3. The above-referenced health insurance coverage shall provide for mandatory second surgical opinion for non-emergency procedures as provided by the carrier.

Employees may waive their health and/or dental insurance coverage on an annual basis for the following school year by completing a medical and/or dental insurance waiver request form and submitting it to the Board Office during the month of May (the open enrollment period). The waiver request shall indicate whether the employee is requiring no insurance benefits or reducing benefits to employee only benefits. **In return for this waiver, employees hired prior to 7/1/2016 will receive 20% of the applicable premium savings or \$5,000, whichever is less.**

**Employees hired on or after 7/1/2016 and prior to 7/1/2019 will receive 15% of the applicable premium savings or \$5,000, whichever is less.**

**Employees hired on or after 7/1/2019 will not be eligible for any waiver payment.**

**Employees waiving medical insurance, but opting to participate in the District's dental plan, will continue to pay 100% of the dental premium.**

Employees have the right to opt back into the health insurance plan during the open enrollment period on an annual basis.

In order to implement this provision the parties agree to fulfill the requirements of Section 125 of New Jersey Law regarding taxability of insurance benefits.

In order to be eligible to waive insurance coverage an employee must have insurance coverage through another source for the applicable period which is being waived.

**B. Disability Insurance**

The Board of Education permits the Administrators to purchase group disability insurance, through payroll deduction, similar to the option provided to teachers. The premium cost shall be borne by the Administrator, at no cost to the Board.

**C. Dental Insurance**

The Board of Education will select a carrier to underwrite and administer a non-contributory dental insurance plan for all covered employees working more than 25 hours per week.

The dental plan shall provide the following coverages:

- a. deductible of \$25 per individual per year.
- b. maximum benefit of up to \$2,000 per year.
- c. Orthodontia coverage with a lifetime maximum of \$1,500.
- d. A non-exclusive network.

Employees will also have the option of selecting the following dental plan: An HMO dental plan with an exclusive network and no maximum yearly benefit at no cost.

#### ARTICLE FOURTEEN

#### VACATION POLICY

- A. Administrators who are employed on a twelve (12) month basis shall earn vacation days at a rate of 2 1/3 days per month. The maximum number of vacation days that an Administrator may earn is twenty-eight (28) days in a school year. Once earned, these days shall be referred to as “Accrued Vacation Days.”**

**Administrators shall be permitted to “carry over” unused Accrued Vacation Days from one school year (July 1 – June 30) to the next. These days that are carried over shall be converted to “Banked Vacation Days”. Administrators shall then use vacation from the Banked Vacation Days. When the balance of Banked Vacation Days is zero, administrators shall then use vacation days from their accumulated Accrued Vacation Days. The balance of Banked Vacation Days must be exhausted prior to using vacation days from the Accrued Vacation Days.**

**After the June 30 end of each school year, a maximum of 28 unused Accrued Vacation Days may be carried over and converted to “Banked Vacation Days”. On August 31, if the administrator has more than 18 days left in the Banked Vacation Days, all days over 18 will be forfeited. The remaining Banked Vacation Days must be used no later than the immediately following May 1<sup>st</sup> or they will be forfeited. Administrators will continue to earn Accrued Vacation Days on a monthly basis irrespective of the balance of Banked Vacation Days.**

- B. Upon his retirement, Michael Hoppe shall receive compensation for twenty-eight (28) Vacation Days at the per diem rate of pay that he earned in the 2010-2011 school year (\$562.56).**
- C. As a general rule, vacations should be taken when school is not in session. Vacations may only be taken with prior approval from the immediate supervisor and the Superintendent of Schools.**
- D. Administrators shall be charged with vacation days if they are not excused under any other leave provision of this contract. Administrators must take vacation days or personal days when they wish to be absent during periods when school is open even though students are not in attendance.**

**Administrators will not be charged as taking vacation days on days when the Superintendent or his/her designee closes schools and offices due to inclement weather or other emergency reasons.**

- E. Administrators will not be paid extra remuneration for performing any school-related activity or function while school is closed.**
- F. Administrators shall also receive all district holidays as set forth in the twelve (12) month employee calendar. District holidays will not be charged against any Banked or Accrued Vacation Days.**

## ARTICLE FIFTEEN

### PROFESSIONAL DEVELOPMENT

- A. Each Administrator shall be reimbursed up to \$5,000 by the board for reasonable out-of-pocket expenses related to professional growth and development, including activities, meetings, and other responsibilities required by his or her administrative position; including travel expenses consistent with Board Policy and N.J.A.C. 6A:23A-7 et seq.; including professional equipment and materials; and including talk, text and data service for mobile devices. All expenses must be approved in advance by the Superintendent.**

#### Tuition Reimbursement

The tuition paid for graduate courses and monies paid for books and fees shall be reimbursed by the Board of Education subject to the following conditions:

1. Courses (in person, online, or hybrid) are approved by the Superintendent of Schools prior to enrollment, and denial of same is non-arbitrable. The institution must be accredited as a duly authorized institution of higher learning.
2. Courses are completed satisfactorily.
3. Tuition shall be paid by the Board of Education up to a maximum of the prevailing Rutgers University rate times 12 credits per year with a maximum unit-wide total of \$50,000 annually. This applies to a traditional non-cohort graduate program. If an administrator is enrolled in a cohort graduate program, the maximum reimbursement shall be \$12,500 annually.
4. Applicant has not received tuition scholarship aid from some other sources which equals or exceeds tuition rate. If aid does not equal the Rutgers University rate, reimbursement will be the difference.
5. \$75 per school fiscal year shall be allowed for the payment of fees and books related to the courses.
6. Evidence of payment of tuition, books and other course fees must be presented before reimbursement will be paid.

7. Any administrator who is not in an approved program for a second master or doctoral degree program, who wishes to take graduate courses, can only be reimbursed for courses which are directly related to his/her present or anticipated assignment.
8. Tuition reimbursement for doctoral dissertation advisement will be paid to any one administrator for three (3) calendar years.
9. Tuition reimbursement is subject to Internal Revenue Service rules and regulations.
10. In order to be eligible for reimbursement, the administrator must receive a grade of "B" or better for the class.
11. Except for administrators employed in the year prior to eligibility for tenure, if an administrator voluntarily resigns, he/she shall not be entitled to be reimbursed for courses taken during his/her last semester of employment.
12. To be eligible, course work must be completed and submission for reimbursement made within 90 days of the last day of classes for the course.

B. Mentoring

The Somerset Hills Board of Education shall pay for the mentoring of new administrators at the state recommended rate. Administrators who resign within three (3) years must reimburse the district for the cost of their mentoring fees.

ARTICLE SIXTEEN

USE OF AUTOMOBILE

For the required use of Administrators' automobiles in the performance of their duties, reimbursement shall be made in accordance with the State of New Jersey Office of Management and Budget (OMB) Travel Circular.

ARTICLE SEVENTEEN

TAX SHELTERED ANNUITIES

**Payments into Tax Sheltered Annuities plans will be made retroactively for the 2018-19 school year and will cease after June 30, 2019.**

**All previous payments by the Board into the tax sheltered annuities were correctly calculated in accordance with the previous contracts. Should a later review reveal any errors, the Board shall not attempt to recoup any previous excess payments made in error under this contract provision.**

**Effective December 11, 2019, the following provisions apply only for the 2018-2019 school year:**

An Administrator may request, and the Board shall make deductions from his/her pay for the purpose of tax sheltered annuities pursuant to the provisions of the requisite statute.

Administrators shall be entitled to receive up to 25% of their banked and accrued vacation days at the salary in effect on June 30. Administrators must notify the Business Office in writing by June 30 and payment will be made into a tax shelter annuity by August 1. (This provision applies to those administrators hired prior to September 1, 2011: Coleen Butler, Michael Corbett, Michael Hoppe, and Amy Phelan).

Administrators shall be entitled to receive up to 20% of their banked sick days at the salary in effect June 30. Administrators must notify the Business Office in writing by June 30 and payment will be made into a tax shelter annuity by August 1. (This provision applies to those administrators with 60 sick days in their banks on June 30, 2011: Michael Hoppe.) Those grandfathered Administrators must keep at least 60 sick days in their bank of days at all times.

The amounts to be paid into the tax sheltered annuity shall be in accordance with Article 9 (B) for sick days and Article 14 (A) for vacation days.

SUPPLEMENTAL RETIREMENT PLAN

The Administrators' Association may participate in a 403b **and/or 457b** governmental special pay plan.

ARTICLE EIGHTEEN  
SALARIES

**Annual salary increases for each unit member are set forth on the attached salary guide. Administrators whose salary is less than or equal to \$160,000 shall receive a 3.0% increase in each year of the agreement. Administrators whose salary is more than \$160,000 shall receive a fixed increase of \$4,800 in each year of the agreement.**

**Any new Administrator hired on or after January 1, 2020 will not be given a salary increase in the 2020-2021 school year. However, any Administrator hired after September 20, 2019 and prior to January 1, 2020 will receive a 3% salary increase or a fixed sum, depending on his/her starting salary, at the beginning of the 2020-2021 school year. Increases shall be retroactive to July 1, 2018, except for Grant Kolmer who shall not receive a retroactive salary increase.**

**The salary guide will be negotiated by the parties as part of the contract process.**

Administrator	2017-2018 Salary	2018-2019 Salary	2019-2020 Salary	2020-2021 Salary
Latzke, Brian	\$ 97,375	\$ 100,296	\$ 103,305	\$ 106,404

Catelli, Michael	\$ 98,131	\$ 101,075	\$ 104,107	\$ 107,230
Fischer, Susan	\$ 99,904	\$ 102,901	\$ 105,988	\$ 109,168
Friedman, April	\$ 111,598	\$ 114,946	\$ 118,394	\$ 121,946
Kolmer, Grant (resigned 5/2019)	\$ 103,368	-	-	-
Butler, Coleen (trans 7/2019)	\$ 123,000	\$ 126,690	-	-
Walker, Jamie (new 8/2019)	-	-	\$ 117,000	\$ 120,510
Edgerton, Olga (new 7/2019)	-	-	\$ 123,000	\$ 126,690
Garofalo, Lisa (new 7/2018)	-	\$ 128,000	\$ 131,840	\$ 135,795
Corbett, Michael	\$ 144,252	\$ 148,580	\$ 153,037	\$ 157,628
Hoppe, Michael	\$ 154,141	\$ 158,765	\$ 163,528	\$ 168,328
Vaught, Teresa	\$ 156,335	\$ 161,025	\$ 165,825	\$ 170,625
Neigel, Scott	\$ 163,132	\$ 167,932	\$ 172,732	\$ 177,532
Phelan, Amy	\$ 170,589	\$ 175,389	\$ 180,189	\$ 184,989

## ARTICLE NINETEEN

### MISCELLANEOUS PROVISIONS

A. Modification

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.

B. Notice

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 , in writing, at the following addresses:

1. If by the Association, to the Board, at 25 Olcott Ave., Bernardsville, NJ 07924 or
2. If by the Board, to the Association at Bernards High School, 25 Olcott Ave., Bernardsville, NJ 07924.

C. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new Administrators.

D. Legality

In the event that any portion of this Contract shall be deemed in violation of the law, the remainder of the Contract shall remain in full force and effect.

E. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any legal rights that an Administrator may have under the statutes of the State of New Jersey or other applicable laws and/or regulations of this State or of the United States.


ARTICLE TWENTY


TERM

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021 or until a successor agreement is negotiated.

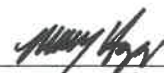
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

SOMERSET HILLS BOARD  
OF EDUCATION

By:   
Jamie Leiss  
President

By:   
Heather Goguen  
Secretary

THE SOMERSET HILLS  
ADMINISTRATORS ASSOCIATION

By:   
Michael Hoppe  
President

By:   
Scott Neigel  
Secretary

