

**AGREEMENT**

**BERNARDS TOWNSHIP BOARD OF EDUCATION  
AND  
BERNARDS TOWNSHIP ASSOCIATION OF  
ADMINISTRATORS**

**JULY 1, 2002 – JUNE 30, 2005**

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## **PREAMBLE**

This Agreement, entered into this    day of    , 2002, by and between the Board of Education of the Township of Bernards, New Jersey, hereinafter called the “Board” and the Bernards Township Association of Administrators, hereinafter called the “B.T.A.A.” or “Associations.”

## **WITNESSETH:**

WHEREAS, the Board recognizes and supports its obligation, pursuant to Chapter 123, Public Laws, 1974, N.J.A.C. 19:12-2.1, 34:13A-1+ et. seq., to negotiate with the B.T.A.A. as the representative of the employment and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the B.T.A.A. as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel under contract, on leave now employed, or employed any time during the contract year by the Board including,

Principals  
Assistant Principals  
Directors  
Supervisors

and others, with the exception of the Superintendent, Assistant Superintendent, and Business Administrator, whose terms of employment and/or assigned duties include responsibilities of certificated staff evaluating. Inclusion, exclusion or changes affecting individuals and/or job titles under this Article shall be subject to negotiation and approval by both parties to this contract.

Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to all employees in the negotiating unit.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws, 1974, N.J.A.C. 19:12-2.1, 34:13A-1+ seq., in a good-faith effort to reach agreement of all matters concerning terms and conditions of employment. Such negotiations shall begin not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by representatives of the Board and the B.T.A.A. and, after adoption by the Board and the B.T.A.A., shall apply to all employees.
- B. During negotiation, the Board and the B.T.A.A. shall negotiate in good faith.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. It is understood that any agreement reached by the bargaining teams must be ratified by the Board and the B.T.A.A.
- D.
  - 1. Representatives of the Board and the B.T.A.A.'s negotiating committee shall meet when either party feels it necessary to review the administration of the Agreement and to solve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  - 2. Within a reasonable time prior to the meeting each party shall submit to the other an agenda covering matters they wish to discuss.
- E. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. A “grievance” is a claim based upon an event or condition, which affects terms and conditions of employment of an employee or employees recognized by this agreement regarding the interpretations, application or violation of policies, agreements, or administrative decisions affecting them.
2. An “aggrieved person or the Association” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claims and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Principles:

1. A grievance, to be considered under this procedure, shall be presented by the grievant not later than twenty (20) school days after the occurrence of the grievance. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievance as quickly a possible.
2. 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, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the end of the school year, or as soon thereafter as is practicable.
3. A grievant may present and process his/her grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his/her grievance personally or thorough an appropriate representative of his/her own choosing, he/she may do so; however, the Association shall be so notified and shall have the right to have its own representative present and to have its own representative participant.
4. No reprisals shall be taken by the Board or Administration against any participant because he/she utilizes or participates in the grievance procedure.

5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his/her grievance initially at the second step of the grievance procedure.
6. Nothing in this Agreement shall prevent any administrator from discussing his/her grievance with his/her superior, provided that the resolution of the grievance is not inconsistent with terms and conditions of employment of the employees represented by the B.T.A.A.

C. Procedure:

1. STEP ONE:

- a. A grievant may initially discuss the matter, identified as a grievance, with the Immediate Supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1.
- b. A grievant shall sign and file his/her grievance, in writing, by presenting the written grievance to the Immediate Supervisor.
- c. The grievant and the Immediate Supervisor shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.
- d. The Immediate Supervisor shall communicate his/her decision in writing to the grievant not later than five (5) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Superintendent.

2. STEP TWO:

- a. If the grievance has not been resolved at Step One of the procedure, the grievant may file the grievance in writing to the Superintendent. If the Immediate Supervisor is the Superintendent, then the appeal shall be to the Board and the grievance shall be filed with the Board Secretary. This shall be done not later than five (5) school days following the written decision of the Immediate Supervisor.
- b. The grievant and his/her representative and the Superintendent, or the Board of Education, shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the grievance was filed at Step Two.

- c. The written decision shall be communicated to the grievant not later than ten (10) school days after the meeting.
3. STEP THREE:
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, or if the Superintendent or the Board has not communicated the decision in writing to the grievant as provide in Step Two, the grievant and/or his/her representative may proceed to the next step. In the event the decision sought to be appealed is that of the Superintendent, the next step is to the Board in accordance with the provisions herein. In the event the decision sought to be appealed is that of the Board, the next step is that of advisory arbitration as described in Step Four. The hearing at the Board level may be with the Board or the Board's representative, which may consist of one or more persons designated by the Board. The request of the grievant shall clearly explain the grievance and be made, in writing, not later than five (5) school days following the decision of the Superintendent or the Board, or if no such decision has been communicated, then not later than five (5) school days following the expiration of the ten (10) school day period provided in Sub-section c. of Step Two.
  - b. The grievant and/or his/her representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the grievance was filed. The grievant may have three (3) representatives present when his/her grievance is reviewed by the Board or its representative. The Superintendent shall be present at this step.
  - c. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing not later than fifteen (15) school days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board and the Association shall mutually agree upon a longer time period within which to assert such a demand.
- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board.
- c. Within ten (10) school days after the Association shall have delivered the written request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- d. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement, nor shall he/she have power to rule on grievances which concern the interpretation, application, or alleged violation of Board policies and administrative decisions affecting terms and conditions, or of statutes and regulations setting terms and conditions of employment.

- e. The arbitrator so selected shall confer with the representative(s) of the Board and the Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) school days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring such expense.

D. Miscellaneous:

- 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 4. The B.T.A.A. reserves the right to process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

## **ARTICLE IV**

### **EMPLOYMENT**

- A. Initial salary for new members of the B.T.A.A. should reflect consideration of educational background, previous teaching and administrative experience, military or alternative civilian service, and the salary of equivalent professional personnel adjusted for length of contract and responsibilities of the position. It is recognized that the initial salary of B.T.A.A. personnel is a matter between the Board and an individual.
- B. Employees shall be notified of the contract and salary status for the ensuing year not later than May 15 of the contract year, providing negotiations with the B.T.A.A. have been completed by that date.
- C. Copy of Agreement to be provided to prospective Administrative personnel at a minimum of 24 hours prior to their Board approval.
- D. A notice of vacancy shall be posted in each building as far in advance as is practical. An effort will be made to provide candidates from within the staff one week's time to submit their application. Such notices will be posted for established positions or newly created positions and shall set forth the qualifications for the position and the application process.

## **ARTICLE V**

### **PROFESSIONAL WORK TIME REQUIREMENT**

The B.T.A.A. recognizes the diversity in nature and scope of their assignments and the demand upon their time and competencies. Members shall be bound by ethics and good judgment to spend such time as is necessary to meet their professional obligations.

## **ARTICLE VI**

### **B.T.A.A. WORK YEAR**

- A. All members of the B.T.A.A. on twelve-month contracts shall be given an annual paid vacation of twenty-three (23) working days. Exact dates of vacations shall be set jointly by the individual B.T.A.A. member and the Superintendent. All, or portions of, said vacation may be taken in months other than July or August with the approval of the Superintendent.

- B. In addition to the above and under normal circumstances, the following will be considered paid, non-working days:
1. Labor Day
  2. NJEA Convention Days
  3. Thanksgiving Day and the day following
  4. Christmas Day and the day preceding
  5. New Year's Day
  6. Good Friday
  7. Memorial Day
  8. Independence Day
  9. One religious holiday when school is not in session, normally Yom Kippur
  10. For tenured members, ten (10) days during school recess periods  
For non-tenured members, five (5) days during school recess periods

Substitutions for the above may be made under the terms of this Agreement when mutually acceptable to both the individual employee and the Superintendent.

- B. Vacation days not used during one contract period may be applied to vacation during the following contract period with prior approval of the Superintendent. Deferred vacation accumulated days shall not exceed ten (10) working days. Upon leaving the school district, members will be paid for unused vacation days at their per diem rate.

## **ARTICLE VII**

### EMPLOYEE RIGHTS

- A. The Board will meet its obligation under Chapter 123, Public Laws, 1974, N.J.A.C. 19:12-2.1, 34:13A-1+ et. seq.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedures herein set forth, except in the matters of the renewal of nontenured administrators and the withholding of an increment.
- D. All observations shall be conducted in accordance with applicable statutory and Code provisions.

## ARTICLE VIII

### B.T.A.A. RIGHTS

- A. The Board agrees to furnish to the B.T.A.A. in response to reasonable requests from time to time, all available information concerning the financial resources of the district including, but not limited to: monthly statements of budget account balances to building principals and administrative assistants; annual financial reports and audits; agendas and minutes of all Board meetings; student enrollment data; individual and group health insurance premiums and experience figures; and such other information that shall assist the B.T.A.A. in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the B.T.A.A. to process any grievance or complaint.
- B. The Board and the B.T.A.A. declare as their mutual aim the provision of the best possible public education for the children of Bernards Township. While the Board has been granted authority and responsibility under state law for the establishment of educational policy, it recognizes the need to elicit and promote cooperation by the professional educators in the B.T.A.A. for the implementation of that policy.
- C. The two parties recognize that the respective responsibility of policy formation and the direct management of the system are best carried out when there is full understanding of mutual attitudes and responsibilities.
- D. Toward this end, members of the B.T.A.A. may expect:
  - 1. To carry out those duties and responsibilities required of them by the Superintendent, as executor of the policies of the Board, when those duties and responsibilities are not inconsistent with the terms and conditions of this contract.
  - 2. To be kept fully informed on all uses of their building's facilities with the right to deny any that would interfere with the educational program. Such denial may be subject to appeal to the Superintendent and the Board.
  - 3. To have full access to any assessment data or other educational data in which students are identified in any way when such data may reflect upon the employee's professional performance or the performance of staff members within the employee's scope of responsibility.
  - 4. Positive and public support from the Board and the Superintendent when the employees are carrying out Board policies and stated administrative directives.

5. To select at least two (2) members of the B.T.A.A. to serve on an advisory committee to aid the Superintendent in the selection of personnel who, upon employment, would become members of the bargaining unit.
  6. To be provided with reasonable opportunity during negotiations with the Bernards Township Educational Association to discuss all contract proposals under consideration and to offer recommendations and advice concerning their implementation and their effect on the educational program.
  7. Personal privacy outside of school; participation in civic or political organizations or activities; membership without harassment or reprisal in any subject matter, educational or professional organization that they are eligible to join, provided such activities do not adversely affect the ability of the employee to carry out his/her job duties.
- E. Communication from the Public and the Faculty:
1. The Board and the B.T.A.A., as defined in Article I of the contract, shall encourage an atmosphere of open communication between the school system and the public. It is to be clearly understood and agreed that the Central Office Administration will encourage citizens to resolve any complaints/concerns at the lowest level of supervision and from thereon through the chain of command.
  2. Complaints/concerns from the public involving the performance of a particular administrator should be discussed informally by the citizen with that administrator and, if not resolved through the chain of command, with the Superintendent. Prior to any action being taken on the complaint/concern, the administrator shall be apprised of the nature of the complaint by the Superintendent and offered an opportunity to respond with representation if he/she chooses. Copies of any written communication from the public or faculty will be given to the staff member by the Superintendent. Any complaint that is not satisfactorily resolved through the chain of command will then be submitted, in writing, to the Superintendent by the complainant and copied to the B.T.A.A. President. The Superintendent will make a recommendation for the resolution of the complaint/concern and will forward it to the Board, the administrator, and the President of the B.T.A.A.
  3. The Board or the Superintendent shall not entertain questions or discussion in public on any matter involving the performance of an administrator.

## ARTICLE IX

### SICK LEAVE

- A. The purpose of sick leave is to cover the absence of an employee from school in the event of personal illness that would make his/her presence in school inadvisable. Sick leave applied only to absences resulting from illness or injury of the employee him/herself; absence caused by illness or injury in the immediate family is described elsewhere in this Agreement.
- B. Twelve-month employees shall be allowed fifteen (15) days sick leave per year. All unused sick leave days shall be accumulated for reimbursement at retirement at the rate noted below. Payment may be deferred to January 1 of the year following retirement at the discretion of the retiree.

\$35.00 per day/\$7,000 maximum for year one of contract  
\$37.50 per day/\$7,500 maximum for year two of contract  
\$40.00 per day/\$8,000 maximum for year three of contract

Members will be notified yearly by September 15 of their accumulated sick days as of the closing of the preceding school year.

- C. Employees hired from another district within the state shall be allowed one-half of all sick leave days accumulated in their prior district, up to a maximum of forty-five (45) days.

## ARTICLE X

### LEAVES OF ABSENCE

Leaves of absence with pay, or without where so indicated, shall be granted for the following reasons upon the approval of and at the discretion of the Superintendent or the Board.

- A. Temporary
1. For personal illness in the immediate family (spouse, child, parent, grandparent or other relative living in the employee's immediate household), maximum of five (5) school days per year.
  2. For death in the immediate family (spouse, child, parent, brother, sister, father-in-law, mother-in-law), maximum of five (5) school days per occasion.

3. For other death in the family (grandchild, grandparent, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law), maximum one (1) school day per occasion.
4. For the discharge of a business or family obligation or responsibility which cannot be handled outside school hours, maximum two (2) days per year. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period. Application to the Superintendent shall ordinarily be made at least three (3) days prior to leave.

B. Child Care Leave

The Board shall grant care leave in accordance with the provisions herein. Such leave shall be without pay, except that during periods of maternity disability leave, salary shall be paid in accordance with the sick leave statutes, policies and this Agreement.

1. The Board shall grant child care leave without pay to tenured employees because of the birth of a child for a period of no more than one (1) full school year, plus the balance of the school year in which the birth occurred. If a shorter period is requested, the return date must either be the beginning of the school year, or the beginning of second semester. Non-tenured employees shall be granted childcare leave only for the remainder of the contract year in which the birth occurred. All such leaves must commence, when possible, on the first day of a semester and end on the last day of a semester (February 1, September 1).
2. An employee must apply for childcare leave at least sixty (60) days prior to the start of the leave, unless an emergency prevents such notice. The request must state the anticipated date of the beginning of the leave and the anticipated date of return.
3. Any employee who becomes pregnant may at her discretion elect to use all or any portion of her accumulated sick leave during any portion of her pregnancy that her physician certifies she is physically unable to work by applying in writing at least thirty (30) days prior to the beginning of such leave, unless an emergency prevents such notice. This period shall be referred to as sick leave and the employee shall receive full pay and benefits during said period. It is required that the employee produce her physician's certificate in support of her request for the use of sick leave days. Her physician's certificate is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician are unable to agree, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee, at the Board's expense, and whose medical opinion shall be conclusive and binding on the medical issue.

Where medical opinion is supportive of the sick leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon an application by the employee to the Board. Such extension or reduction shall be granted by the Board, provided the employee produces a physician's certificate in support of the requested change, which is subject to agreement by the Board's physician as above provided.

4. Any employee who does not elect to take a child care leave may continue to perform her duties as long as physically able to do so and will be entitled to return when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability, and she will be entitled to her annual and accumulated sick leave with pay during the period of disability.
5. Upon return from a childcare leave of absence, the employee shall be reinstated in his/hr same position or similar position for which he/she is certified.
6. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The childcare leave period shall not be counted for tenure purposes.
7. Any employee who has been granted a child care leave of absence will be advanced a full salary guide step if he/she works more than one hundred twenty (120) teaching days of the fiscal year. Any days that school is closed for emergency reasons (such as snow) during the one hundred twenty (120) plus days that he/she has elected to work shall not be deducted from the total days he/she has elected to work.
8. Child care leave shall also be available to an employee who adopts a child under the same conditions set forth above. In such a case, the employee shall make application at least thirty (30) days prior to the beginning of such leave, unless an emergency prevents such notice. The application of the employee shall be accompanied by an affidavit verifying the adoption, in support of the requested childcare leave dates.
9. In the event that the need for childcare leave is negated, the employee may request to return to his/her position at an earlier date. Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave or return at an earlier date than initially requested.

10. Upon return from a leave of absence under this Article, the employee shall retain any unused sick leave. Any additional sick leave shall not accumulate during the period of the leave of absence.
11. If an employee becomes pregnant after the birth for which she has been granted a child care leave and prior to the termination of such leave, the Board shall, upon request, extend the original child care leave for a maximum of one (1) year, with the provision that the extended return date shall coincide with the commencement of either the beginning of the school year or the beginning of the second semester of the school year. Sick leaves shall not apply to the pregnancy subsequent to the initial birth for which the employee has been granted childcare leave.
12. Upon return from a leave of absence under this Article, the employee shall retain any unused sick leave. Any additional sick leave shall not accumulate during the period of the leave of absence.

C. Extended Personal Leave

Other extended personal leave of absence, without pay, may be granted by the Board for good reason. Notice that the employee intends to return to active duty must be made at least three (3) months prior to the date of return.

Employees returning from a personal leave will be placed on the latest salary schedule.

D. Extended Professional Leaves

The following leaves may be granted without pay upon recommendation of the Superintendent and approval of the Board:

1. A leave of absence of up to two (2) years may be granted to an employee who joins the Pease Corps, VISTA, or serves as an exchange administrator or overseas administrator, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
2. Other professional leaves of absence may be granted by the Board for good reason.
3. Upon return from leave granted pursuant to this section, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she should have achieved if he/she had not been absent.
4. All applications and responses for leaves shall be presented, in writing, to the Board through the Superintendent.

E. Temporary Academic Leave

Members of the B.T.A.A. may be granted leaves of absence for study and academic pursuits of value to the school system at full pay and benefits. The Board shall pay one hundred percent (100%) of registration and tuition costs.

F. Military Leave

A military leave without pay shall be granted to any employee in compliance with current federal legislation.

G. Sabbatical Leaves:

A sabbatical leave of up to one (1) year may be granted to an employee by the Board on the recommendation of the Superintendent for study, for travel, or other reasons of value to the school system, subject to the following conditions:

1. The employee has completed at least seven (7) full years of service in the Bernards Township School District. Such years need not be consecutive.
2. Request for such leave must be received by the Superintendent, in writing, in such form as may be mutually agreed upon by the Superintendent and the B.T.A.A. no later than March 15. Action must be taken on all such requests no later than April 15 of the school year preceding the school year for which the leave is requested.
3. An employee on Sabbatical leave shall be paid by the Board at the rate of seventy-five percent (75%) of one-half his/her full year's salary for a half year's Sabbatical leave, or fifty percent (50%) of his/her full year's salary for a full year's leave.
4. Upon return from Sabbatical leave, the employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. The administrator shall enter into a contract to continue in the service of the Bernards Township School District for a period of at least two (2) years after the expiration of such leave. The administrator shall execute a promissory note equivalent to the payment received while on leave. This note will be discharged at a rate of fifty percent (50%) after completion of one (1) year of service to the Board, and completely discharged after two (2) years. The administrator shall not be considered to be in violation of this provision in the event that failure to return to employment with the Bernards Township District is caused by the death of the administrator or the disability of the administrator as certified by the trustees of the Teacher Pension and Annuity Fund.

5. Superintendent must be notified, in writing, of the employee's intention to return to duty. This letter must reach the Superintendent three (3) months prior to the opening of school.
6. During the period of leave, the Board shall maintain the employee's pension payments based upon his/her full salary.

## **ARTICLE XI**

### **TRANSPORTATION**

- A. No employee shall be required or encouraged to transport pupils in a privately owned vehicle. For employees who transport pupils in a privately owned vehicle, with the written authorization of the Superintendent or designee, the Board shall provide liability insurance coverage for the employee and vehicle of not less than \$500,000/\$1,000,000.00 coverage.
- B. All employees using their privately owned vehicles for transportation to activities directly related to their assignment shall be compensated at the current I.R.S. rate.

## **ARTICLE XII**

### **INSURANCE PROTECTION**

- A. The Board shall provide health-care insurance protection and shall pay the full premium for employees and their dependents under these plans. There shall be two (2) plans offered to employees; the current traditional plan and a PPO health plan, with 80% out-of-network benefits.
- B. The Board shall provide a dental benefit insurance plan. The Board shall pay the premium at the rate in effect on June 30, 2002. Members shall pay 50% of any premium increase from July 1, 2002. Such payment shall be deducted from the employee's salary in accordance with the provisions of Article XIII.
- C. For each employee who remains in the employ of the Board for the full school year, the Board shall make payments of those insurance premiums covered in this Article to provide insurance coverage for the full twelve-month period commencing July 1 and ending June 30; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. The Board shall provide to each employee a description of the health-care/benefits insurance coverage provided under the Article; this shall include a clear description of conditions and limits of coverage.

- E. At any time, insurance carriers may be changed, but only by mutual agreement of the Board and the B.T.A.A.
- F. Major Medical Insurance Coverage for retirees shall be provided in accordance with N.J.S.A. 52:14-17.32 and N.J.S.A. 18A:16-18.
- G. The Board agrees to fund a group disability insurance plan for members of the B.T.A.A. The Board shall pay the premium at the rate in effect on June 30, 1998. The B.T.A.A. members will assume 50% of the cost of any premium increase after that date. At any time, the insurance carrier may be changed, but only by mutual agreement of the Board and the B.T.A.A.

### **ARTICLE XIII**

#### DEDUCTIONS FROM SALARY

The Association hereby agrees to hold the Board harmless against any and all claims, suits, actions, or any other liability occurring as a result of or stemming from the proper implementation of this Article.

- A. Members of B.T.A.A. may individually elect to have designated sum of money deducted from their pay for a tax-sheltered annuity. These funds shall be paid by the Board Secretary to the carrier of the plan(s) designated by the individual, provided that a minimum five (5) persons elected to participate.
- B. Members of B.T.A.A. may individually elect to have a designated sum of money deducted from their pay for an upgrading of the group disability insurance plan provided by the Board.
- C. All monies deducted voluntarily for any of the above shall be deposited promptly with the appropriate organization by the close of each pay period.

### **ARTICLE XIV**

#### SALARIES

- A. 1. The compensation schedule for administrators is based upon a base salary supplemented by the following factors: completed years of administrative experience inside or outside of the district; and responsibility of the position as determined from the job description. All new hires must have a Masters degree plus thirty (30) credits. An additional five percent (5%) factor will be included for a doctoral degree.

2. The compensation for bargaining unit members is to be determined by a formula which can be represented as  $C = B \times R \times E \times 1.05$ , for doctorate) where:

- \* **C** is the compensation for the year in question.
- \* **B** is the base salary negotiated for each year of the agreement.
- \* **R** represents the relative responsibility of positions in the bargaining unit. The parties have agreed that this factor was unilaterally determined by the Board. Responsibility factors for any new position will be initially determined by the Board.
- \* **E** recognizes years of administrative school experience both within and without the district, as well as other relevant experience at a rate of one percent (1%) a year for the first ten (10) years. For such experience beyond ten (10) years this rate will be eight tenths of one percent (0.8%) per year during each of the three years of this Agreement. The application of the factor to a new hire is subject to the unifying evaluation of the Board based upon the recommendation of the Superintendent.

3. Both parties acknowledge that the base salaries and the factors which make up the Salary Guide are negotiable terms and conditions of employment and that in the future all factors will be subject to negotiation, which may permit either side to establish such factors as the parties may agree upon.

- B. The salaries of all employees covered by the Agreement are set forth in Article XV, Member Salaries of this Agreement.
- C. Employees will be paid in twenty-four semi-monthly installments.
- D. Employees will be advanced a full salary guide step if they work in district in any certified capacity more than 120 days of a given fiscal year.

## ARTICLE XV

### MEMBER SALARIES

Members base salaries shall be increased as follows:

2002-2003	4.0% increase (retroactive to July 1, 2002)
2003-2004	4.1% increase
2004-2005	4.2% increase

Attachment.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- C. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or applicants offered employment by the Board.
- D. The **cost** of tuition, fees, and books for courses approved in advance by the Superintendent and taken for professional growth of employees shall be borne by the Board as follows: fifteen thousand (\$15,000) dollars per degree (those members currently represented by the bargaining unit as listed on salary attachment for the base year 2001-02 are grandfathered); if a member leaves the district before two years following earning of the degree, the member will owe 50% of the tuition paid for such degree.
- E. Because of the advantages to the school district derived from administrators being active members in professional organizations each will be allowed membership dues for either the Elementary or Secondary Principal's Association, in addition to Principals and Supervisors Association dues.

- F. Within the terms of this contract, the Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.
- G. All monetary fringe benefits which have accrued to B.T.E.A. members will accrue to the B.T.A.A. members.
- H. Reasonable expenses incurred by employees as the result of their attendance at meetings and conventions and directly related to their attendance at these functions will be reimbursed by the Board, providing that attendance and reimbursement of expenses, in whole or in part, was approved or directed by the superintendent. Reasonable expenses may include registration fees, transportation expenses, meals during or between sessions, housing and costs of related publications.
- I. Bargaining unit members shall be entitled to a physical examination once in any period of three (3) years if their age is thirty-five (35) years or less; one (1) physical examination in any two (2) year period if they are between the ages of thirty-six (36) and forty-five (45); an annual examination upon attaining age forty-six (46).

The physical exam shall be performed by a physician chosen by the employee. The results of the examination shall be delivered to the Superintendent. Upon receipt of a voucher evidencing payment, and also submission of the medical report, the employee shall be entitled to a reimbursement based upon the following schedule: a maximum of \$200 for those up to the age of forty-five (45); \$300 for those forty-six (46) and over, providing a sigmoidoscopy or mammogram is included in the examination, otherwise the limit is \$200.

### **Side-Bar Agreement**

The Board shall provide, at least 24 hours prior to a prospective Administrator's Board approval copies of the following to the prospect Administrator: (i) the Employment Agreement; (ii) complete, individualized, district job description for the position; and (iii) the Administrative Responsibilities List stating the district duties for the prospective Administrative personnel.

**ARTICLE XVII**

DURATION

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005 subject to the B.T.A.A.'s right to negotiate salaries and subject to the B.T.A.A.'s right to negotiate a Successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

BERNARDS TOWNSHIP ASSOCIATION  
OF ADMINISTRATORS

BERNARDS TOWNSHIP  
BOARD OF EDUCATION

By \_\_\_\_\_  
Janet Ankiel, President

By \_\_\_\_\_  
Deborah Bracaglia, President

By \_\_\_\_\_  
Chris High, Secretary

By \_\_\_\_\_  
Joseph Barcellona  
Board Secretary