

AGREEMENT

between

BERKELEY HEIGHTS BOARD OF EDUCATION

and

BERKELEY HEIGHTS ADMINISTRATORS' ASSOCIATION

JULY 1, 2010 THROUGH JUNE 30, 2013

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PREAMBLE

This Agreement is made this first day of July 2010 between the Board of Education of the Township of Berkeley Heights, New Jersey (hereinafter called the "Board"), and the Berkeley Heights Administrators' Association (hereinafter called the "Association").

ARTICLE I
RECOGNITION

A. The Berkeley Heights Board of Education hereinafter referred to as the "Board," recognizes the Berkeley Heights Administrators' Association, hereinafter referred to as the "Association," as the exclusive representative concerning terms and conditions of employment for all full-time personnel in the following job descriptions:

High School Principal
Middle School Principal
Elementary School Principal
High School Assistant Principal
Middle School Assistant Principal
Supervisors
Director of Athletics
Director of Guidance
Director of Student Personnel Services

B. Each administrator represented in this unit shall hold or be eligible to be mentored toward a valid and appropriate certificate in the State of New Jersey to fulfill his/her assigned position.

C. Unless otherwise indicated, the terms "member", or "administrator," or "group member" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in this negotiating unit. As defined in Section A above, references made to male employees shall include female employees, and references to females shall include males.

D. During the term of this agreement, should there be a vacancy in any of the director positions, the Board reserves the right to reclassify the vacant position to one of Supervisor. In no way will this affect any incumbent holding a director position.

ARTICLE II
NEGOTIATION PROCEDURES

- A. Parties agree to enter into collective negotiations pursuant to NJSA 34:13A-1 et seq. as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the Association is recognized to negotiate. The time to commence negotiations shall be in accordance with PERC rules, or later, if the parties agree, in each year in which a contract is subject to renegotiating. Any agreement so negotiated shall be applicable to all personnel for whom the Association is recognized to negotiate.
- B. Neither party shall have any control over the negotiating representative of the other party.
- C. 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
RIGHTS OF ADMINISTRATORS

- A. The Association may use the school building at all reasonable hours for meetings before or after normally scheduled school sessions subject to the reasonable rules and regulations, which uniformly apply to use of school facilities. Bulletin boards, administrators' mailboxes and inter-school mail shall be available to the Association. School duplicating equipment may be utilized, but the Association shall purchase privately all expendable materials and supplies.
- B. The Board agrees to make available to the Association in response to reasonable requests from time to time, public information, which the Association required to process professional grievance, to administer this Agreement, and to formulate contract proposals.
- C. Whenever any administrator is required to appear before the Board or any committee thereof concerning any matter of discipline which could adversely affect the continuation of that administrator in his/her office, position or employment, then she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association to advise him/her and represent him/her during such meeting.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by an administrator or a group of administrators that there has been to him/her or to them, or to the Group, an inequitable, improper, or unjust application, interpretation, or violation of this Agreement.
2. "Aggrieved party" shall mean any person or group of persons in the Group filing a grievance. However, when a group is involved the grievance shall be processed as an individual grievance.
3. "Days" shall mean working days as specified for the twelve-month employees.
4. The "immediate superior" shall mean the person so designated by the District's organizational chart.

B. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to grievances of Group members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which there is adequate opportunity to dispose of differences in a professional manner, without, where possible, involving The Board in time-consuming and costly procedures.

C. Procedure

1. A grievance to be considered under this procedure must be initiated within ten (10) school days of the occurrence.
2. Failure at any step of this procedure to communicate in writing the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure of the aggrieved party at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. Level One

The aggrieved party shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally. The immediate superior shall meet with the aggrieved party within five (5) days after receiving notice of the grievance. The immediate superior shall render a decision within five (5) days after said meeting.

5. Level Two

If as a result of the discussion the aggrieved party is not satisfied with the disposition of the grievance at Level One, he/she may formally file the grievance in writing with the Superintendent within five (5) days after the decision at Level One, or ten (10) days after the grievance was informally presented, whichever is sooner. The Superintendent shall meet with the aggrieved party prior to communicating his/her written decision. The Superintendent's written decision shall be rendered within ten (10) days after the formal grievance was delivered to him/her.

6. Level Three

If the aggrieved party 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, he/she may within five (5) days after a decision by the Superintendent or ten (10) days after the grievance was filed with the Superintendent at Level Two, whichever is sooner, submit the grievance through the Superintendent to the Board of Education. The Board, or a committee designated by the Board, shall meet with the aggrieved party and the Superintendent prior to communicating the Board's written decision. The Board's

written decision shall be rendered within twenty (20) days after the grievance is received by the Board's secretary.

7. Level Four - Arbitration

- a. If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, within five (5) schooldays after the receipt of the Board's decision, or if no decision has been rendered, within thirty-seven (37) calendar days after the grievance was delivered to the Board, the aggrieved party may request that the Group submit the grievance to arbitration. If the Group determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the request of the aggrieved party by submitting a demand for arbitration to PERC.
- b. The parties shall be bound by the rules and procedures of PERC.
- c. The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. He/she shall render a written decision within thirty (30) days after the completion of the hearing or hearings or submission of any data. A copy shall be simultaneously furnished to the Group and to the Board. The arbitrator shall limit himself/herself to the issue submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education.

It shall be the function of the arbitrator, and he/she shall be empowered except, as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of this Agreement.

In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule or which he/she determines is not arbitrable, it shall be

referred back to the parties without decision or recommendation on its merits. The decision of the arbitrator shall be advisory only.

The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in the Agreement.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V
LEAVES OF ABSENCE

A. Sick Leave.

1. As of July 1 of each year, all administrative personnel shall be entitled to thirteen (13) sick leave days per year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Upon full service retirement or disability retirement, an employee who has ten years service in the district shall receive a lump sum payment equivalent to one-ninth (1/9) of one (1%) percent of his/her annual salary for each unused sick day accumulated in his/her personal sick leave bank up to a maximum of \$15,000. It is agreed that one member shall be grandfathered to bank up to a maximum of 300 days. That employee is M. Kjetsaa. (Administrators whose employment commenced prior to July 1, 2007 are grandfathered and are not required to attain ten years service in district to be eligible to receive this payment.) In the event of death before retirement, the employee's estate shall receive the lump sum payment described herein. Annual salary shall be determined one year prior from the date of retirement calculated on a monthly basis.
2. Absence for illness in excess of three (3) days shall be certified by the attending physician, stating the nature of illness, and filed with the Superintendent. However, for all absences because of illness, the Superintendent shall require a signed statement from the administrator certifying the personal illness.
3. Three (3) sick days per year of an administrator's thirteen (13) days may be used as family sick days.
4. After fifteen (15) years of service in the district as an administrator, and in the event an administrator utilizes all available sick leave time, said administrator will be granted at least twenty (20) additional sick leave days annually, not cumulative nor bankable. These additional sick leave days are not to be used in conjunction with any retirement benefit.

B. Bereavement Leave.

1. Absence because of death in the employee's immediate household or family (including wife, husband, mother, father, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law) shall be allowed with full pay for a period not to exceed five (5) consecutive days in each case.
2. Absence due to the death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, or any person who has lived in the home of the employee for some time preceding death) shall be allowed with full pay, not to exceed three (3) days.

C. Personal Leave.

1. Four (4) days of absences for pre-approved personal business shall be allowed per year with full pay. These must be non-consecutive unless the Superintendent gives approval.
2. Personal leave is not cumulative. However, unused personal days shall be added to sick leave and may be taken as sick leave or compensated at the time of retirement on the same basis as unused sick leave days. By law, a combined total of fifteen (15) days sick and personal can be accumulated in the sick leave bank.

D. Professional Leave - Conference Attendance.

1. Leave for professional business may be approved at the discretion of the Superintendent with full pay for any professional activity that is of benefit to the school system. The Board will pay for reasonable expenses as per Board Policy #6471. All professional leave will be reported in the annual report to the Board by the Superintendent.
2. Administrators may take the two (2) days of the NJEA/PSA Convention as non-reimbursable professional days, submitting a professional day request form, take vacation days, or must report to work.

E. Other Days. The Superintendent, on an individual basis, will consider requests for leave or an additional personal day, with or without pay, for reasons other than the foregoing (e.g. religious holidays when school is not in session).

ARTICLE VI

MATERNITY/DISABILITY, CHILD CARE AND ADOPTION LEAVES OF ABSENCE

A. Pursuant to state and federal law, disabilities resulting from pregnancy and childbirth are to be treated the same as any other disability. In addition, administrators, under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act, who have met the service requirements thereunder are entitled to 12 weeks of leave, with or without pay, for purposes of illness and/or child rearing.

1. An administrator may, upon presentation of a medical note, commence her disability leave at such time as she is medically disabled and use accumulated sick leave for such purpose. There is, for purposes of such leave, a presumption of disability for 30 days prior to and 30 days following the anticipated delivery date, so that the requirement of a medical note is waived for that specific period.
2. Administrators who qualify pursuant to the respective statutes are also eligible to receive leaves pursuant to the Federal and New Jersey Family Leave Acts. The Federal Act provides 12 weeks of leave for either personal illness or childcare, while the New Jersey Act provides 12 weeks to be used only for childcare. Use of the 12 weeks of leave for childcare will exhaust the employee's entitlement under both statutes. Both such leaves require health insurance continuance at Board expense to the same extent such insurance was provided at the outset of the leave.
3. Administrators may also apply for an unpaid child rearing leave under the conditions set forth in Item D below. An administrator on unpaid child rearing leave will not be entitled to health insurance coverage provided by the Board, but may utilize COBRA to remain in the group health care coverage at their own cost.
4. An administrator need not request all components of leave at once, but the Board is not obligated to approve a child rearing leave unless sixty days notice in advance of the commencement of such leave is provided.

- B. Any administrator shall upon request be granted a leave of absence without pay, except as provided in Section 1 below, for purposes of child care. The leave shall commence at the time specified by the administrator and shall terminate at the end of a period for child care, which will coincide with the end of the school year, or such other date as the employee and the Board shall agree; except that a tenured administrator may not extend the leave beyond September 1 of the second succeeding school year following the year in which any consecutive leave commenced, and a non-tenured administrator may not extend the leave beyond the termination date of the employment contract. This leave encompasses, and is not in addition to, any leave entitlement under the Family Leave Act.
1. Any administrator shall, upon request, be granted a similar leave of absence without pay to care for a child upon the adoption of such child.
 2. Any administrator returning from leave will continue with the same type of coverage: i.e. Traditional, HMO as received prior to the commencement thereof, and may adjust status to reflect additional family members.
- C. Community Service Leave. At the discretion of, and subject to the prior approval of the Superintendent, or his appointee, a member shall be permitted one or more days leave of absence from the school district in order to attend the meetings of local service clubs in order to participate therein in some school related function.
- D. Other Leaves. Upon recommendation of the Superintendent, the Board may grant other leaves of absence to any tenured administrator for a period of time up to one year's duration, for such purposes as the Board, in its discretion, shall determine to be in the best interests of the District.
- E. Notice of Intent to Return from Leave. By April 15, the administrator shall return to the Superintendent his written notification of intention regarding his employment for the following school year. If the administrator fails to return said notification, the superintendent may proceed to fill the administrator's position for the next school year.

ARTICLE VII
SABBATICAL LEAVE

The Board may grant sabbatical leaves subject to the following:

A. Eligibility and Qualifications

1. The applicant must have completed seven (7) or more years of continuous full-time service in the Berkeley Heights school system.
2. A maximum of one administrator will be granted sabbatical leaves per year. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.
3. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years as an employee of the Berkeley Heights school system.
4. A further requirement for eligibility is the filing of a written agreement with the Secretary of the Board stipulating the applicant for sabbatical leave will remain in the service of the Berkeley Heights school system for a period of two (2) years following the expiration of the sabbatical leave.

B. Purpose of Sabbatical Leave

Sabbatical leave is granted to administrators to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel.

1. The following information shall be presented in the application for consideration by the Superintendent and the Board.
 - a. Formal Study - A program should be outlined which will indicate how it will aid in improving the educational services of the administrator.

- b. Research and/or Writing - The project shall be outlined and its appropriateness for professional improvement indicated.
- c. Travel - A plan, including the proposed itinerary, shall be submitted stating professional objectives, which are sought through such travel.
- d. Other Reasons - A plan shall be submitted stating the professional objectives of the opportunities afforded by the leave.

C. Length of Leave and Filing Date

- 1. The leave may be granted for a period of not less than one half ($\frac{1}{2}$) of a year and no more than one (1) full year.
- 2. The request must be filed not less than seven (7) months prior to the starting date of the leave.
- 3. The Superintendent shall give notice to the administrator of the acceptance or rejection of his/her application within sixty (60) days after the due date for filing.

D. Selection

The most important criteria for determining the granting of the sabbatical leave is whether, in the long run, it will contribute to the improvement of educational service. Selection procedures will be as follows:

- 1. Upon receipt of all such applications, the Superintendent shall consider them for recommendation on the following factors:
 - a. Purpose of the leave
 - b. Professional growth of administrator
 - c. Potential benefit to the school district
 - d. Seniority of service in the school system
 - e. Compliance with all regulations relating to the leave
 - f. Other factors deemed important

2. Approval of a sabbatical leave by the Board is contingent upon the availability of a qualified employee to assume the applicant's duties.
3. A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein or otherwise agreed upon by the applicant and the Board.
4. The Board reserves the right to reject any or all requests for sabbatical leaves.

E. Conditions of Leave

1. The applicant shall enter into a contract to continue in the service of the Berkeley Heights Public Schools for a period of at least two (2) years following the expiration of the leave of absence. Upon failure to so comply with the two (2) year service clause, the administrator shall repay to the Berkeley Heights Board of Education a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two (2) subsequent years of service bears to the full two (2) years. Exceptions to this condition will be made in the case of an employee who has become incapacitated or has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.
2. The salary granted an administrator on a sabbatical leave shall be as follows:
 - a. An administrator on leave for $\frac{1}{2}$ year will receive 50% of the salary to which he/she would be entitled if not on leave.
 - b. An administrator on leave for one (1) full year will receive 72% of the salary to which he/she would be entitled if not on leave. Regular monthly deductions will be made from salary payments including teacher's pension fund and other legally required or employee authorized deductions.

- c. Payment of salary to administrator on leave will be made in accordance with provisions of the Board in payment of salary to other administrators. The administrator on leave is responsible for keeping the Board Secretary's office informed as to his/her address.
- d. An administrator on a sabbatical shall be considered as an employee of the Board, and the time thus spent shall count as regular service toward retirement and consideration of salary. Such leave shall be without prejudice to administrator's tenure rights.
- e. An administrator on such leave may not associate for monetary compensation with any person, persons or organizations during the school year unless recommended by the Superintendent and approved by the Board.
- f. During the sabbatical leave, policies relating to sick leave, absences for personal reasons, death, etc. shall not apply. Accumulated sick leave benefits will be maintained during such leave and shall become available to the employee together with the annual provisions of this contract upon his/her return to the district.

F. Reports

The following reports will be required of the administrator who is granted the sabbatical leave:

1. Before changes are made in the planned program of the leave as outlined in the approved application, the administrator shall request approval by the Superintendent.
2. An interim report shall be filed at the midpoint of the period for which the leave was granted. The report shall contain sufficient information for the Superintendent to determine if the objectives of the leave are being met.

3. A final report of activities and outcomes of the leave shall be filed with the Superintendent within sixty (60) days of the termination of the leave. This report will then be submitted to the Board.
4. The Superintendent may request, and the administrator shall promptly furnish, such additional reports as the Superintendent considered necessary to properly ascertain the fulfilling of the agreement by the administrator.

G. Termination of Leave

Sabbatical leave may be terminated as follows:

1. Interruption of the program of study, research and/or writing, or travel caused by serious accident, illness or disability during the sabbatical leave shall not prejudice the Board regarding the fulfillment of the conditions on which the leave was granted and shall not affect the amount of compensation paid the employee, provided:
 - a. Evidence of the accident, illness, or disability is accepted as satisfactory by the Superintendent and the Board.
 - b. The Superintendent is notified of such accident, illness, or disability within thirty (30) days.
2. If the Superintendent is convinced an administrator is not fulfilling the purpose for which a sabbatical leave was granted, or has violated any of the conditions of the leave, he/she shall report this fact to the Board. The Board may terminate the leave as of the date of its abuse after giving the administrator an opportunity to be heard.

ARTICLE VIII
VACATION/HOLIDAYS

- A. Administrators, whose employment commenced prior to July 1, 2007, shall be entitled to annual vacation in the amount of twenty-five (25) days per school year. Administrators whose employment commenced after July 1, 2007 will receive 20 annual vacation days until they become tenured. Administrators will be eligible for 25 annual vacation days upon earning tenure. It is hereby agreed that in addition to that normal vacation entitlement, the following employee shall be grandfathered with two (2) additional days, for a total of twenty-seven (27) days. This "grandfather" clause shall expire upon the separation of employment from the district, or upon its renegotiation. The only grandfathered employee is P. Gasparini.
- B. Administrators will be eligible for vacation privileges after serving a minimum of one (1) year in the district, or prorated days if service begins after July 1. Newly hired administrators can use accumulated vacation at a rate of 1.67 days per month during their first year of employment.
- C. Administrators may not use summer vacation days the two weeks prior to the opening of school. However, with the Superintendent's approval, an administrator may take up to two (2) vacation days during the two weeks prior to the opening of school.
- D. Accumulation of vacation days may never exceed a total of ten (10) days. The maximum number of vacation days in one year shall not exceed 35.
- E. Up to seven (7) vacation days per year may be taken while school is in session with the Superintendent's approval.
- F. At the conclusion of the Administrator's employment he/she shall be reimbursed for all unused vacation at their current per diem rate of 1/260.
- G. Each administrator will receive thirteen (13) guaranteed holidays per year as follows: Independence Day, Labor Day, Columbus Day,

Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, and Memorial Day. If any such holiday falls on a day during which student attendance is required, an alternate day shall be established by the Board for its celebration.

ARTICLE IX

WORK YEAR

- A. The work year shall consist of twelve (12) months, commencing on July 1 and ending on June 30.
- B. There shall be thirteen (13) guaranteed paid holidays per year as determined on the calendar established by the Board.
- C. All administrators do not have to report to work when schools are closed for inclement weather.
- D. Revised Work Day. The "Revised Work Day," defined as when neither staff nor students are present. Administrators' work day will consist of 7 hours. On the day following the last day of school for students and staff until the return of staff, hours will be flexible and the work week will consist of 35 hours per week. The Administrator and Superintendent will establish a flexible schedule which meets the needs of the district and the school. If the flexible schedule is not meeting the needs of the district, the Superintendent reserves the right to return to the 8:00 a.m. to 3:00 p.m. schedule.
- E. Each administrator shall leave at 1:00 p.m. on the workday preceding the Independence and Labor Day holidays.
- F. Administrators may leave after the busses have completed their runs on the day preceding the Thanksgiving holiday, and any other day that students are dismissed at 1:00 p.m. with the exception of the last day of school.

ARTICLE X
HEALTH INSURANCE

- A. The Board shall provide each administrator with individual or family coverage of the medical and dental plans to the extent provided in the Agreement between the Board and the Berkeley Heights Education Association, as may be negotiated from time to time. The Board and the administrators, on the same basis as specified in the above mentioned Agreement, will pay the premiums.
- B. Administrators whose employment commenced after July 1, 2007 will be given DPP health coverage free of charge. If they choose to select Traditional coverage, the entire (100%) differential cost will be paid for by the administrator.
- C. The Board will pay for the existing health and hospitalization insurance and the existing major medical insurance (the Traditional Plan) for each employee who wishes such coverage and for dependent coverage. The group plan shall provide for 365 day coverage and "prevailing rate" coverage. The major medical lifetime maximum benefit shall be \$1,000,000. The Board reserves the right to transfer the health and hospitalization insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal or better than that presently existing. The Board also offers a Designated Provider Plan (DPP) and employees may select either the DPP or the Traditional Plan.
 - 1. The following guidelines apply:
 - a. Employees qualifying for medical benefits after July 1, 1994 and before July 1, 1997 may select either the POS or PPO coverage, for which the Board will pay the premiums.
 - b. Personnel hired after July 1, 1997 and before June 30, 2006 may enroll in the POS or the PPO Plan. The employee will pay half of the excess cost of the PPO Plan over the POS Plan premiums for the selected category of coverage and the Board will pay the other half. The Board will pay the premium for the POS Plan.

- c. Personnel hires as of July 1, 2006 or after may select either the POS Plan or PPO Plan. The employee will pay the full excess cost of the PPO Plan over the POS Plan premiums for the selected category of coverage. The Board will pay the premium for the POS Plan.
2. The medical insurance plan shall include a mandatory second opinion for surgery. The costs for such second opinion shall be fully paid by the plan.
 3. Non-surgically related outpatient laboratory fees and x-rays shall be subject to the normal major medical deductibles and coinsurance.
 4. The medical insurance plan shall include pre-admission certification and continued stay review.
 5. Effective July 1, 2010, the employee costs and deductibles for the Medical Insurance Plans are as follows:

	PPO	POS
Out-of-Pocket	(1) \$2,000 for individuals (2) \$4,000 for families	N/A
Deductible	(1) \$250 for individuals (2) \$1,000 for families	N/A
Co-Insurance	20%	N/A
Co-pay	N/A	(1) \$10 for a primary care physician (2) \$15 for a specialist
R/X Co-Pay	20%	\$15

Effective July 1, 2010, any employee hired prior to July 1, 2006 who presently has PPO coverage and who transfers his/her coverage to the POS plan shall receive 50% of the difference. The extra compensation will be paid only in the year coverage is transferred.

6. Medical Insurance Coverage Waiver. Employees may voluntarily waive and surrender their rights to participate in the Board provided medical program on an annual basis if the employee provides proof that they and their dependents are enrolled in a medical insurance program other than that provided by the Berkeley Heights Board of Education.

In return for such waiver, the employee will receive an annual allowance based on the number of BHEA and BHAA unit employees participating as follows:

0-39 employees	\$2,500.00
40-44	\$3,000.00
45-49	\$3,500.00
50+	\$4,000.00

This annual waiver is irrevocable, with the sole exception if the alternative coverage is lost, then the employee and eligible dependents may re-enroll in whichever plan they were enrolled in immediately prior to exercising this waiver.

If the waiver is cancelled as noted above or a new employee begins employment during the benefit year, the allowance will be prorated based upon the months waived.

7. In addition to the insurance program set forth in Section D, up to the dollar limitations provided below, the Board will pay for the existing dental insurance program. The maximum benefit for each covered individual shall be \$2,000 as of January 1, 1998. The maximum annual contribution by the Board for this coverage for an employee and his dependents shall not exceed \$500 in each year of the Agreement.

In the event that the cost of dental insurance premiums exceeds the stated caps, the Board and the employees agree to each pay 50% of any excess.

8. The Board shall institute a pre-tax health care spending account according to IRS Section 125.

ARTICLE XI
ASSOCIATION DUES

- A. If requested by the individual administrator, dues will be paid by the Board of Education for NJPSA/NASSP or NJPSA/NAESP active membership only (not including extended legal). Dues will also be paid for any administrator that must belong to an association in order to perform his/her duties within the district as determined by the Superintendent.

ARTICLE XII
GRADUATE COURSES

- A. The Board of Education will reimburse each administrator a maximum of 15 graduate credits each year. Reimbursement will be based on the in-state tuition rate charged by Rutgers University. Each administrator will be reimbursed for 85% of the cost of graduate courses taken. The total monies available for reimbursement to all administrators will be capped at \$12,000.00 annually. After receiving reimbursement for any courses, the administrator agrees to remain in the service of the district for a three (3) year period or pay back to the Board the amount reimbursed. This will not apply to retirees.

ARTICLE XIII
MILEAGE REIMBURSEMENT

- A. Mileage Reimbursement. Administrators will be reimbursed for business related travel in accordance with the regulations established by the Department of Education set forth in N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A.7.

ARTICLE XIV

SALARIES

A. The total increase for each year of the contract will be as follows: 2010-2011 - 3.0%, 2011-2012 - 2.2%, 2012-2013 - 2.1%. Salary ranges for new hires have been established for all categories of positions for life of contract: high school principal, middle school principal, elementary school principal, vice-principal, director, and supervisor as per attached. An amount equal to 25% of the salary increase will be set aside in each of the three years for merit pay. Annual salaries for persons employed at the time this agreement was negotiated are listed in Appendix A.

The salaries reflected in the attached schedules are based on the assumption that all administrators have met all of their individual goals. At the conclusion of each school year the salaries will be re-calculated to reflect the results of the group of administrators reaching their goals. Each administrator will submit his/her mutually determined goals for review. There are six categories of goals. Each administrator will develop four goals from the six possible categories. (The goals must be approved by the Superintendent.) The achievement of those goals will constitute the basis for determining merit pay, unless an increment is withheld, in which case, the administrator is not eligible for merit. The merit pay pool will consist of 25% of the annual total dollar amount for 2010-2011 and 2011-2012 and 2012-2013 as noted above. All funds in the pool will be distributed each year.

The formula for determining the payment amount of each goal will be the merit pay pool divided by the number of goals achieved. Each administrator would then receive an appropriate share for each goal achieved. Determination for goal achievement shall be made by the Superintendent/Assistant Superintendent. The determination shall be based on completion of the goal(s). The merit amount awarded will be added to the subsequent year's base

salary as follows - merit amount earned in 2010-2011 will become part of the 2011-2012 salary, merit amount earned in 2011-2012 will become part of the 2012-2013 salary, merit amount earned in 2012-2013 will become part of the 2013-2014 salary. Unless changed by a successor agreement, the parties agree that salaries for 2013-2014 will be calculated by the same base salary/merit amount method. Merit pay determination will be communicated to the administrators annually by June 15.

- B. Administrators will receive longevity payments of \$500 annually after serving five years in the district and \$850 annually after serving ten years in the district. In year 2010/2011, longevity payment will be included in salary calculation. Beginning in year 2011-2012 and moving forward, longevity will not be included in salary calculation and will be processed as an annual payment only. If longevity is achieved any time after July 31, the payment will be prorated for the year.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010, and shall continue in full force and effect until June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____ 2010.

BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

BERKELEY HEIGHTS ADMINISTRATORS'
ASSOCIATION

BY: _____
PAUL BEISSER, President

BY: _____
DR. MARY ANN KJETSAA, President

ATTEST:

ATTEST:

DONNA A. FELEZZOLA
Business Administrator/Board
Secretary

Secretary/Treasurer