

CONTRACT

SOMERSET COUNTY VOCATIONAL AND TECHNICAL SCHOOLS

AND

THE PRINCIPALS AND SUPERVISORS ASSOCIATION
OF THE SOMERSET COUNTY VOCATIONAL AND TECHNICAL SCHOOLS

FOR SCHOOL YEARS
2006/07, 2007/08 AND 2008/09

DATED: February 26, 2007

Prepared by:

DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Board Attorneys

PREAMBLE

This Agreement is entered into this 26TH day of February, 2007, by and between the BOARD OF EDUCATION OF THE SOMERSET COUNTY VOCATIONAL AND TECHNICAL SCHOOLS, hereinafter called the "Board", and the PRINCIPALS AND SUPERVISORS ASSOCIATION OF THE SOMERSET COUNTY VOCATIONAL AND TECHNICAL SCHOOLS, hereinafter called the "Association".

Article I Recognition

A. In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following employees, whether under contract, on leave, on a per diem basis, employed or to be employed by the Somerset County Vocational Board of Education:

- High School Principal
- High School Assistant Principal
- Director of Student Services
- Supervisor of Special Needs
- Supervisor of Special Projects
- Supervisor of Allied Health Programs
- Supervisor of Office Administration Programs
- Manager of Student Information Services/Registrar
- Manager of Student Financial Services/Human Resources
- Supervisor of Student and Administrative Services
- Assistant Director of Technology Institute
- Director of Curriculum Instruction
- Director of Post-Secondary Education; and
- Any other Administrator the Board appoints

All other employees of the school are excluded.

B. Unless otherwise indicated expressly or by implication, the term "Administrator", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

Article II Grievance Procedure

A. Definition

1. A "Grievance" shall mean a claim in writing by an Administrator or group of Administrators that there has been to him, her or them representation, misapplication, or a violation of any of the provisions of the Agreement. A grievance to be considered under this procedure must be initiated by the Administrator within ten (10) school days of the time that the Administrator knows or should know of

its occurrence; otherwise, the same shall be deemed to have been abandoned. The term "Grievance" shall not include the following:

- a. Any matter for which a method of review is provided for or is cognizable by law or by any rule or regulation of the State Commissioner of Education or State Board of Education.
 - b. Any matter for which a method of review is provided for or is cognizable by the Public Employment Relations Commission.
 - c. Matters which according to law are beyond the scope of Board authority.
 - d. Any rule or regulation dealing with the internal matters of the Somerset County Vocational Schools Board of Education or the State Commissioner of Education.
 - e. Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.
 - f. A complaint of a non-tenure administrator which arises by reason of his not being re-employed.
 - g. A complaint by any administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
 - h. Any matter for which review by arbitration is prohibited by law.
 - i. Any matters concerning an extra-curricular appointment.
2. A "party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
 3. School days, when used in this Article, refer to days when school is in session.

B. Procedure

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved Administrator to proceed to the next step. Failure 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. It is understood Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. 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. All time periods contained in this grievance procedure may be extended or accelerated by mutual agreement of the parties in writing.
5. Any grievant may be represented at all stages of the grievance procedure by himself and/or a representative, and, at the Administrator's option, one person within the system with specialized knowledge relative to the grievance.

C. Level One

Any Administrator who has a grievance shall discuss it first with the Assistant Superintendent for Instruction if it is an educational matter or with the School Business Administrator if it is a financial matter in an attempt to resolve the matter informally at that level.

Level Two

If, as a result of the aforesaid discussion, the matter is not resolved to the satisfaction of the Administrator, he shall set forth his grievance, in writing, to the Assistant Superintendent for Instruction or the School Business Administrator (as set forth above), on the grievance forms provided within ten (10) school days from the date of the aforesaid discussion. The said Assistant Superintendent for Instruction or the School Business

Administrator shall communicate his decision to the Administrator, in writing, with reasons, within ten (10) school days of receipt of the written grievance.

Level Three

The Administrator, no later than five (5) school days after receipt of the said Assistant Superintendent for Instruction's or School Business Administrator's decision, if same is not satisfactory, shall appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with carbon copy to the said Assistant Superintendent for Instruction or School Business Administrator setting forth the matter submitted to the said Assistant Superintendent as specified above and the reasons for his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the Administrator and the said Assistant Superintendent for Instruction or School Business Administrator.

Level Four

If the grievance is not resolved to the Administrator's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing with the complete documentation to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board shall conduct a hearing to consider the appeal on the written record submitted to it, and may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the parties who shall have the right to reply thereto. The hearing shall be held within twenty-one (21) calendar days of receipt of the grievance appeal by the Board or the next Board meeting, whichever is later. The Board shall make a determination by or before its second regularly scheduled Board meeting following the hearing. The decision shall be in writing and shall be delivered to the aggrieved and their representative, if one. The Administrator who has filed the grievance, or at least one Administrator from a group of Administrators filing a grievance (if an individual or individuals are involved in the grievance), will be required to appear before the Board of Education for the said hearing.

Level Five

- a. In the event any party is dissatisfied with the disposition of the grievance at Level Four, he may, within ten (10) school days after such written notice, submit the issue to

arbitration. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

b. The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in N.J.S.A. 18A), or which is violative of the terms of this Agreement; and he shall have no power to add or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance under this Article II or excepted from this grievance procedure by any other provision of this Agreement. The decisions of the arbitrator shall be final and binding on all of the parties.

- D. 1. Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association and shall be given appropriate distribution.
- 2. All hearings under this grievance procedure shall be conducted in private and shall be confidential.
- 3. Each party shall bear the total cost incurred by itself.
- E. 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 personal file of any of the parties.

Article III Salaries

- A. The parties adopt the salary guide attached hereto and incorporated herein as **Exhibit A** for this Contract period.
- B. The salary paid to each member of the Association during the term of this Contract is set forth on **Exhibit B** attached hereto and incorporated herein.
- C. **Pay Periods:**
 - 1. Administrators covered by this agreement shall be paid on the 15th and 30th days of each month. When a payday falls on or during a school holiday, vacation or weekend, and when the administrators are not working on the said day,

administrators shall receive their paychecks on the last school day prior to the holiday, vacation or the weekend. The second June check will be released to ten month Administrators when the checks are released to the teachers.

2. Each administrator employed on a ten month basis shall have the option of being paid twenty (20) equal semi-monthly installments, or shall have the option of having a payroll deduction savings plan established for them. Administrators must notify the business office in writing of their choice by June 30th of each year.

Article IV Course Reimbursement

A. The Board agrees to contribute, at its option, toward the cost of approved courses for professional improvement under the following conditions:

1. 100 percent of tuition for 12 credits (Fiscal Year)
2. 50 percent of tuition over 12 credits (Fiscal Year)
3. Credit cost reimbursement to be up to the current cost at Rutgers - The State University. Any charges above that credit cost will be borne by the administrator.
4. Reimbursement will be made upon presentation of a transcript showing a grade of at least (B) or higher or "pass" in a pass-fail course and a paid bill.
5. Certification courses are not to be included.
6. All courses must be taken at an accredited college or university, as recognized by the New Jersey Department of Education.
7. In order to receive reimbursement, the applicant must be in the employ of the District at the time the course is taken and reimbursement is to be made and must present proof of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for post-certification credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year.
8. This policy does not apply during the term of any sabbatical leave granted to the Administrator.
9. Applications and requests are to be submitted to the Superintendent for recommendation to the Board and be

approved before enrolling for course work. All courses must be directly related to the administrator's position and are subject to the Board's sole discretion as to reimbursement. The following dates apply:

Application deadlines:

June 30 for summer school courses

September 30 for fall semester courses

January 30 for spring semester courses

10. Payment for courses will be made in February and September following the school year in which the course was completed.

Article V Health Insurance

A. Coverage and Cost

1. The Board agrees to provide and make available to each eligible administrator, his spouse and unmarried dependent child, the program of hospital, medical and surgical insurance as provided by the New Jersey State Health Benefits Plan.
2. The Board agrees to pay the full health insurance premium for each administrator, his spouse and unmarried dependent child as provided in Article V-A 1 above.
3. The Board agrees to provide dental insurance for up to full family coverage at a maximum rate of \$600.00 per year per administrator. Any cost above this sum will be borne by the administrator through a payroll deduction plan.
4. The Board agrees to provide a vision care plan which covers eye examinations every twelve (12) months, eyeglass lenses every twelve (12) months, and eyeglass frames every twenty-four (24) months in accordance with the provisions and reimbursement schedule of Vision Service Plan B. The plan will be nondeductible. The Board shall have the option to substitute another plan which equals the benefits described above. The administrator provided this vision care plan will pay ten (10%) percent of the cost thereof to the Board in equal installments each year of this contract.
5. The Board will provide an Administrator assistance program for all administrators covered by this Agreement of a type at least equal to that provided by the County of Somerset for its Administrators.

6. The Board may substitute other insurance carriers so long as the insurance coverages provided above are similar to or better than those now being provided.
7. Provided the law is amended to allow the following: Upon an administrator electing to accept "single" medical insurance coverage pursuant to Article V.I. hereof when the administrator previously had "family", "husband and wife" or "single with children" coverage, the Board will pay that administrator the following sums:
 1. \$1,500.00 if the administrator is deleting "family" coverage for each full year such election is maintained.
 2. \$1,250.00 if the administrator is deleting "husband and wife" or "single with children" coverage for each full year such election is maintained.

The aforesaid payments are to be made at the time of the election of the administrator and the execution of an agreement to reimburse the Board if the administrator is re-enrolled in "family" or "husband and wife" coverage before expiration of the elected year.

This provision shall immediately lapse if the Board leaves the State Health Benefits Plan. Upon the Board leaving such Plan, all administrators that had made the aforesaid election shall be paid the sums due to them as if the administrator had reached the anniversary date of the administrator's election.

The Board shall have the right to terminate this Section at its will. Upon termination hereof, the Board would pay all administrators having made the said election in the same manner set forth above for the Board's leaving the State Health Benefits Plan.

This section shall be operable provided that there is no tax consequence to those administrators not electing this option.

Article VI Sick Leave

A. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from School by the district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

B. Sick Leave Allowable

All administrators who are contractually employed on a ten month contract by the Board shall be allowed sick leave with full pay for twelve (12) school days in any school year. Administrators on twelve month contracts will be allowed sick leave with full pay for fifteen (15) school days in any School year. Any unused sick leave shall be permitted to accumulate provided that the fifteen (15) day accumulation limitation set forth in N.J.S.A. 18A:30-7 is not exceeded.

C. Accumulated Sick Leave

If an administrator requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative, to be used for additional sick leave as needed in subsequent years. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30 of each year.

D. Physician's Certificate Required for Sick Leave

The Superintendent may, at his discretion, require an administrator to furnish a physician's certificate of illness or injury.

E. Disposition of Accumulated, Unused Sick Days

1. Unused Personal Days will count as Accumulated Sick Days, provided that the fifteen (15) day accumulation limitation set forth in N.J.S.A. 18A:30-7 is not exceeded.
2. Upon retirement from the District and after ten (10) continuous years therein, the administrator shall receive payment for accumulated, unused sick days on the basis of one per diem day for every two sick days accumulated up to a maximum of ninety days of compensation. Retirement from the District shall mean that the administrator shall be terminating his or her full time employment. Moneys are payable under this section to an administrator who meets the years of service and age requirements to retire under TPAF or PERS and all payments to be made hereunder may, at the option of the Board, with the consent of the Administrator, be paid over a two (2) or three (3) year period.
3. Upon the reduction in force of tenured administrators or death of any Administrator, the Administrator or Administrator's estate shall receive payment for accumulated unused sick days on the basis of one (1) day for every two (2) sick days accumulated up to a maximum of

ninety (90) days of compensation and all payments to be made hereunder may, at the option of the Board, with the consent of the Administrator, be paid over a two (2) or three (3) year period.

F. Extended Sick Leave

If an administrator uses all of his or her accumulated sick leave, the administrator may, at the Board's discretion, receive fifty (50%) percent of his or her regular pay for a period of sixty (60) days or until the end of the school year, whichever occurs first.

G. Income Disability Insurance

All administrators will have provided to them an income disability policy equivalent to the policy in existence before the entry of this Contract. The Administrator will pay five (5%) of the cost of said policy. To be entitled to this benefit, the Administrator must have served in an administrative position at the School for three (3) years. This qualification shall not apply to an Administrator hired before July 1, 2000.

Article VII Extracurricular Compensation

A. Extra-curricular compensation shall be paid to administrators who are given duties enumerated below.

- 1. Each compensable assignment shall be described by a job description, including duties and responsibilities, term of assignment, and supervision.
- 2. Administrators receiving supplemental pay for extra-curricular assignments which run for the full year shall be paid the same in two equal payments to be added to the said administrator's pay at the end of each semester. In the event the extra-curricular assignment shall run for less than a full year, the payment to the administrator shall be upon completion of the assignment.
- 3. Such assignments shall be at the discretion of the Superintendent, with Board of Education approval, and may be revoked for unsatisfactory performance, upon approval of the Superintendent.
- 4. No assignment for one school year shall apply to the next school year unless the Superintendent recommends it.
- 5. Administrators with paid assignments shall carry normal job responsibilities.

6. Contracts for paid additional assignments shall be issued by May 30th, if feasible.
7. Creation, elimination or suspension of any activity or position or the decision of whether or not to fill any position is at the discretion of the Board.
8. Extra-curricular positions will be remunerated in accordance with the teachers' contracted salary guide.

Article VIII Use of Car Reimbursement

Administrators shall be reimbursed at the rate per mile allowed by the IRS for the year preceding the year in question while using their automobiles in an official school activity.

What constitutes an official school activity and under what conditions reimbursement is to be made shall be determined by the Superintendent.

Article IX Appointments, Promotions and Transfers

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions of administrator-supervisory levels or responsibility, including, but not limited to, such positions as principal, director, supervisor, and coordinator. All vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Administrators who apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
2. Administrators (employed in a ten (10) month status) who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session, shall submit their names to the Superintendent, together with the positions(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such administrators of any vacancy in any position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent will furnish a copy of said notice to the Association. This paragraph does not apply to twelve (12) month administrators.

- B. In both situations set forth in Section A above, all positions so posted will have a job description attached thereto.
- C. All qualified administrators shall be given the opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In any event, the Board shall have the right to select the candidate of its choice, without any limitations to be inferred hereby.
- D. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school office, and a list shall be given to the Association indicating which positions have been filled and by whom.
- E. Interview procedures for all applicants shall be consistent, insofar as possible.
- F. The Superintendent shall recommend to the Board all transfers which he deems to be required for the efficient operation of the school and the Board will act upon the same.

G. Review of Transfers

The decision of the Board on transfers shall be final and not subject to the grievance procedure in Article II.

However, if the transferred is dissatisfied with the decision of the Superintendent, the transferred may request, within thirty (30) days, a hearing with the Board. Upon such request, the Board shall conduct a hearing and shall render a decision in writing. Said decision shall be final and binding in all areas except tenure and seniority matters.

Article X Administrator Work Year

- A. The detailed School calendar shall be adopted by the Board.
- B. Twelve month Administrators covered by this Agreement shall be permitted to take an uninterrupted vacation period (not to exceed ten (10) school days unless specifically approved by the Superintendent) if desired, provided such scheduling does not conflict with his or her regular assignment and bears the approval of the Superintendent. This period will normally be during time periods when school is not in session.
- C. The work year for all ten (10) month administrators will be from September 1st to June 30th. All existing ten (10) month administrators will be entitled to the same holidays as the school's teachers from Labor Day to Memorial Day inclusive. All

ten (10) month administrators hired after January 1, 1994 shall have the same holiday schedule as the central office employees.

Article XI Leaves of Absence

A. Death in the Immediate Family

1. In case of a death in the immediate family the Administrator shall be entitled to a maximum of seven (7) consecutive calendar days if the Administrator requires the same. The immediate family is defined as mother, father, sister, brother, child, grandparents, grandchild, spouse, spouse's parents, brother, sister, grandparents, or of any member of the family living in the same house as the administrator.

The temporary leave days provided herein are for the sole purpose of arranging for and attending funeral services and for providing for a reasonable mourning period in connection therewith.

B. Court, Subpoena or Military Orders

There shall be no loss of pay due to absence caused by compliance with a court subpoena (related to school matters) or selective service or military directive when compliance is mandatory and must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements, as these matters are covered by State Law.

C. Convention Days

All administrators shall be eligible to attend the PSA Convention, provided school is officially closed. Attendance at all other conventions without loss of pay may be requested by writing to the Superintendent of Schools, who will have sole discretion as to whether to grant the same. In the event that school does not officially close for the PSA Convention, then up to three (3) Association members would have the right to attend the said convention for up to two (2) days. The administrators shall be provided with \$450.00 to be distributed among them in any manner that they deem fit to defray PSA Convention expenses, provided at least one (1) administrator attends the PSA Convention.

D. Other Excused Absences

1. Personal Days

a. In addition to the absences permitted under Sections A through C above, each Administrator may request to be excused without loss of pay for not more than a total

of three (3) days per school year for the following reasons and under the following conditions:

- (1) Obligatory religious holidays requiring absence from work, or performance of religious ceremonies and obligations during regular school hours.
 - (2) Illness of other members of the family.
 - (3) Attendance at a funeral, other than immediate family.
 - (4) Personal business which cannot be handled outside of school hours.
 - (5) Wedding or birth in the immediate family.
 - (6) Unforeseeable emergencies which result in absence allowed at the discretion of the Superintendent.
- b. It is intended that these three (3) days be available as a reserve for genuine emergencies and professional purposes only and unused days are converted to accumulated sick days, provided that the fifteen (15) day accumulation limitation set forth in N.J.S.A. 18A:30-7 is not exceeded.
- c. Requests for absences are to be made in writing as far in advance as possible. In an emergency, the request must be made to the principal or supervisor by telephone or other means of communication. The request or, in an emergency, a report will be forwarded to the Superintendent in writing with the principal's or supervisor's recommendation.
2. Attendance at a professional meeting or participation in a professional activity which would be of direct benefit to the school system.
 3. The Board shall grant maternity/paternity leave without pay to any administrator in accordance with Board policy and the law.
 4. No personal day shall be taken immediately before or after a holiday or a weekend adjoining a holiday except for extenuating circumstances at the discretion of Superintendent.
 5. The Administrator requesting a personal day must inform the Superintendent of the reason as related to Article XI.D. (1)-(6).

6. The Superintendent, in his discretion, shall approve or disapprove the request and notify the Administrator of his decision through the principal or supervisor.

Article XII Sabbatical Leave

A. A sabbatical leave may be granted by the Board of Education to an administrator who has completed seven (7) or more years of continuous service in the Somerset County Vocational and Technical Schools, upon the recommendation of the Superintendent, for study, to update his or her administrative experience, or for other reasons of value to the school system, subject to the following conditions:

1. Request for sabbatical leave must be received by the Superintendent in writing no later than December 1st previous to the fiscal year for which the absence is requested. Action must be taken on all such requests no later than April 1st of the school year preceding the school year in which the sabbatical is requested.
2. Not more than one (1) administrator shall be granted a sabbatical leave for the same fiscal year.
3. The salary granted for up to one (1) year's sabbatical leave shall be one-half (1/2) of the salary the administrator would be entitled to if not on leave. Such salary shall be paid monthly and deducted therefrom shall be the regular deductions for the administrator's pension fund and other deductions authorized by the administrator. Seniority rights shall be without prejudice. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system.
4. Upon return from sabbatical leave, an administrator shall be paid the salary at the level which he would have achieved had he remained actively employed in the system during the period of his absence. The administrator shall retain all benefits accrued previous to the commencement of the leave.
5. As a condition to the granting of a sabbatical leave, the administrator shall have agreed to continue in the service of Somerset County Vocational and Technical Schools for a period of at least three (3) years after the expiration of the leave of absence. Failing to so continue in service, the administrator shall repay the Board of Education the full salary received while on leave unless such administrator is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation. Incapacitated is defined as being unable to perform the duties required of

the individual pursuant to his or her employment with the Board. A contract between the Board of Education and the administrator shall be executed before the sabbatical leave is granted formalizing the above agreement.

6. Applicants for a sabbatical shall agree to abide by all written conditions of policy set by the Board of Education to govern such leaves of absence.
7. Administrators on such leaves may not associate for compensation with any person, persons, or organizations during the leave, except when the Board of Education approves such association as beneficial to this school system and upon conditions prescribed by them.
8. The administrator shall be required to submit written reports and/or evaluations to the Superintendent after the completion of his course of study or work project.

Article XIII Association Rights

- A. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the educational program and contractual matters as they relate to collective negotiations.
- B. The Association shall have the right to use school buildings at all reasonable hours for meetings, provided the meeting does not interfere with the conduct of school, school connected activities or other meetings already scheduled involving the use of school buildings, and further not interfere with the work day of the administrators involved. The School Business Administrator shall be notified in advance of the time and place of all such meetings and shall approve the same, provided the meeting does not conflict with other scheduled events.
- C. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, duplicating equipment, calculating machines, at such times during regular business hours when such equipment is not otherwise in use. The Association shall pay the Board One Hundred (\$100.00) for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof as a result of the Association's or its members' negligence.
- D. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes with the understanding that the Board has no responsibility or liability for delivery or misdelivery of any material. Further, said mailboxes shall not be used to distribute any material which can be construed as campaign material reflecting issues relating to political campaigns or activities in connection therewith, or in

connection with any activity which is intended to or which would disrupt normal school operations. All material distributed shall bear the name of the Association.

Article XIV Work Hours and Work Load

- A. The normal in-school workday for administrators is eight (8) hours, which includes for high school administrators one-half (1/2) hour of scheduled office supervision time between 11:30 a.m. and 1:30 p.m. each day. This work day includes a lunch period.
- B. Extraordinary circumstances (examples [not by way of limitation] being after school meetings, workshops, back-to-school meetings) may require an increase in the normal work hours set forth above without the requirement of any extra compensation.

Article XV Notification of Status

- A. 1. On or before April 30th of each year or that date set by statute, if later, the Board shall give to each non-tenure administrator continuously employed since the preceding September 30th either:
 - a. A written offer of a contract for employment for the next succeeding year providing for usual termination clause on notice, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
 - b. A written notice that such employment shall not be offered.
 - c. If the non-tenure administrator desires to accept such employment, he shall notify the Board of such acceptance in writing within ten (10) days after receipt of such offer.
- 2. Any nontenure administrator who receives a notice of nonemployment may within fifteen (15) working days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent, which statements shall be given to the administrator in writing within thirty (30) working days after receipt of such request.
- 3. Any nontenure administrator who has received such notice of nonemployment and statement of reasons shall be entitled to request, in writing, a conference meeting with the Board, which request must be made within ten (10) working days after receipt by the administrator of the statement of reasons. The Board shall schedule said conference within

thirty (30) days from the receipt of the Board's statement of reasons by the administrator. If the Board grants such request, it shall so notify the administrator who shall have the right to be accompanied to the conference by one (1) representative of the Association. The Board shall notify the administrator of its decision within three (3) working days after such conference.

Article XVI Miscellaneous

- A.** In the event an administrator desires to undergo a stress cardiogram test and either the school physician or the administrator's private physician recommends that the same be completed, the Board will pay for the cost of such stress cardiogram and all follow-up cardiogram tests if deemed necessary by the school physician or the administrator's private physician, not to exceed the usual charge for the same which is made by the school physician and further only to the extent that the same are not covered by the administrator's medical insurance. The time required for testing will not be charged to the Administrator.

- B.** This agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

- C.** As professional people, administrators, in the best interests of the school system and the students whom they serve, may wish to perform beyond the minimal requirements of their employment agreement. The Association agrees to encourage such voluntary performance and not to interfere with or discourage such performance by any administrator or group of administrators.

- D.** This Agreement shall not be modified in whole or part by the parties except by instrument in writing duly executed by both parties.

- E.** If any provision or part thereof of this Agreement is held to be contrary to law, then such provision or part thereof shall not be further enforced except to the extent permitted by law, provided, however, all other provisions shall continue in full force and effect.

- F.** A medical examination, in accordance with the requirements of N.J.S.A. 18A:16-2 and any regulations published pursuant thereto, is required of every administrator on a staggered basis every three (3) years and of an applicant for an administrator's position with the School. If any administrator utilizes the

school physician for the said examination, the Board will pay the cost of the examination, and the examination will be during school hours. In the event the administrator utilizes a physician of his or her choice, the Board will reimburse the administrator the cost of the examination up to a maximum of the school doctor's charge to the Board. Any charge above the school doctor's charge to the Board will be the administrator's responsibility. If a doctor of the administrator's choice is utilized for the aforesaid examination, the administrator will arrange the appointment for the same so that it is not during school hours.

- G.** No tenured administrator shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Administrators and supervising personnel will not exhibit professionally unacceptable behavior on the school premises or at school functions. Any such actions asserted by the Board, or any agent or representative thereof, or the Association, or any agent, representative or member thereof, shall be subject to the grievance procedure herein set forth.
- H.** An administrator retiring between July 1st and June 30th of any School year must notify the Superintendent by November 30th of the prior school year of his or her intention in writing. If no such notification is made, the administrator can still retire, but the benefits which should have been paid at retirement will be accrued and paid during the second year of the administrator's retirement.
- I.** Those administrators employed on a twelve month basis shall be entitled to twenty-two (22) vacation days per year, accruing at the rate of two days for each month worked up to eleven (11) months. Vacation days must be taken during the School year with the approval of the Superintendent, who will insure that all administrative functions of the school will continue to be adequately conducted in the absence of the administrator.
- J.** Vacation - At the request of the administrator, vacation days not taken may be cumulative up to a limit of twenty-two (22) days. If vacation is not taken, then the vacation days will be lost.
- K.** There will be a maximum vacation payment (cumulative and current), when an administrator leaves the district, of forty-four (44) days, as limited by Section J above. These days will be paid at the administrator's per diem rate. For administrators hired after July 1, 1989, the per diem rate of reimbursement shall be limited to a maximum of \$100.00 per day.
- L.** Paid holidays: All twelve (12) month Administrators will be entitled to eighteen (18) paid holidays each year. The same will be designated by the Superintendent separately for each year and

will be the same as the Board approved calendar. In the event there are administrators working less than twelve (12) months, any holiday which falls during the period that a less-than-twelve (12) month administrator is not working will not be allowed or paid to that administrator.

- M. All per diem adjustments for twelve (12) month Administrators in this Contract shall be based on 1/245th times the Administrator's base annual salary. All per diem adjustments for ten (10) month Administrators in this Contract shall be based on 1/200th times the administrator's base annual salary. For work performed in July and August by ten (10) month Administrators, the same will be at the said per diem rate.
- N. Administrators will be reimbursed up to a maximum of \$850.00 towards professional membership dues.
- O. Employees pursuing a doctoral degree will receive a one-time payment of \$2,000 upon obtaining the above degree in recognition of their achievement. This amount will not be included in their salary.

Article XVII..... Deduction from Salary

- A. The Board agrees to deduct local and affiliated Association dues from the salaries of Administrators upon the written request of the Administrator, in compliance with applicable State and Administrative Rules and Regulations pertaining thereto.
- B. Upon written request of the Administrator, the Board agrees to deduct from the Administrator's salary monies for savings accounts with and for loan repayment to the Somerset County Teachers Federal Credit Union. Upon written request of the Administrator, the said deductions will be terminated consistent with administrative procedure.
- C. The Board and Association agree that there will be a representation fee for administrators who do not become members of the Association. The Association agrees to save harmless the Board for any improper deductions based upon information given to the Board by the Association. This said representation fee shall be as advised by the Association up to the level set by statute.

Article XVIII Board Rights

- A. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to execute management and administrative control of the school system and its properties and facilities of its Administrators; to hire, assign, promote, transfer, and retain Administrators

covered by this Agreement within the School District, or for cause to suspend, demote, discharge, or take other disciplinary action against Administrators; to relieve Administrators from duties because of lack of work or for other legitimate reasons; to decide upon the means and methods of instruction, and the duties, responsibilities and assignments of administrators and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, to maintain the thoroughness and efficiency of the School District operations entrusted to it, to introduce new or improved methods and facilities; and to take whatever actions as may be necessary to accomplish the mission of the School District in any situation.

Article XIX Negotiation of Successor Agreement

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S. 34:13A-1 et seq. in a good faith effort to each agreement on matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all recognized personnel under Article I and shall be reduced to writing and approved and signed by the Association and, if approved by the Board, signed by the Board.

The first meeting shall be limited to the establishment of ground rules, presentation of the Association's proposal, if any, and setting the date for presentation of the Board's proposal, if any. It is agreed by the parties to use their best efforts to conclude negotiations, including mediation and fact finding, if necessary, prior to the conclusion of the school year in which this Agreement expires.

Article XX Duration of Agreement

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2009. 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 caused this Agreement to be signed by their respective Presidents, attested and sealed by their respective Secretaries, all on the day and year first above written.

Principal/Supervisors Association
of the Somerset County Vocational
and Technical Schools

The Board of Education of the
Somerset County Vocational
Schools

/s/Edmund Jones
BY: _____
President

/s/Moncrieff Fisher
BY: _____
Moncrieff Fisher, President

ATTEST:

N/A

Secretary

/s/Diane Strober

Diane Strober, Secretary