

AGREEMENT BETWEEN  
SOMERSET HILLS ADMINISTRATORS' ASSOCIATION  
AND  
SOMERSET HILLS BOARD OF EDUCATION

July 1, 2008 - June 30, 2011

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ARTICLE ONE

## Membership

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

1. Principal
2. Assistant Principal
3. Director of Curriculum
4. Director of Special Services
5. Director of Guidance K-12

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

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

## ARTICLE TWO

### UNDERSTANDING OF THE PARTIES

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

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

## ARTICLE THREE

### NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

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

**ARTICLE FOUR**

**BOARD RESPONSIBILITIES**

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

## ARTICLE FIVE

### ADMINISTRATORS' RIGHTS

**A. Rights and Protection in Representation**

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

**B. Just Cause Provision**

No tenured Administrator shall be reduced in rank or compensation without just cause as defined in NJSA 18A:6-10, NJSA 18A:28-5 and NJSA 18A:29-14.

**C. Required Appearances**

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

**D. Right to Review File and Respond**

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

**E. Right to be Present**

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

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

Any direct criticism or statement/comment of a negative nature referring or pertaining to a district administrator, either in name or position, made by a teacher, other employee or Board of Education member shall be made: in confidence; not in a public forum or meeting; not in writing, electronic mail or other medium (i.e. Power Point presentation, school or private newspaper article); and not in the presence of or shared with students, parents, other employees.

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

**ARTICLE SIX**

**ASSOCIATION RIGHTS**

**A. Access to Information**

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

**B. Released Time for Meetings**

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

**C. Use of School Buildings**

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

**D. Use of School Equipment**

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

## ARTICLE SEVEN

### DUTIES

- A. The members of the Association agree to perform their duties in accordance with this Agreement, the Rules and Regulations of the Somerset Hills Board, and the State Board of Education, and the statutes of New Jersey pertinent thereto and in existence at the time of the signing of this Contract.
- B. The school year for all Unit members shall be the twelve (12) month employee calendar.
- C. Administrators are required to be in attendance in the district every day that school buildings are open, in accordance with the employee calendar.
- D. When schools are closed, by the Superintendent or appointed designee, for inclement weather or other emergency reasons, the Administrators will not be expected to report to work.

## ARTICLE EIGHT

### GRIEVANCE PROCEDURES

#### **A. Definition**

A grievance is an appeal by a member or by the Association on behalf of a member or members, alleging improper interpretation or application or violation of this Agreement, policies, or administrative decisions.

#### **B. Purpose**

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

#### **C. Time Limits**

1. Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the Administrator(s) to proceed to the next step.
2. Failure at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. A grievance must be raised at Step 1 no later than 45 calendar days following its occurrence, or within 45 calendar days after the aggrieved party knows or should have known of the events or conditions on which it is based.

#### **D. Procedures**

1. Step 1

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

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

2. Step 2

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

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

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

3. Step 3

The Administrator may appeal the decision of the Superintendent to the Board of Education within ten (10) calendar days after the decision of the Superintendent has been delivered. The appeal shall be in writing and

shall set forth specifically the reasons for the appeal. This appeal shall be sent or given to the Superintendent of Schools who shall present it to the Board.

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

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

The decision of the arbitrator, in all cases, shall be advisory in nature. Cost of arbitration shall be borne equally by both parties.

## ARTICLE NINE

### LEAVES OF ABSENCE

#### **A. Excused Absences**

##### 1. Death in Family

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

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

##### 2. Jury Duty

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

##### 3. Legal Requirements

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

##### 4. Personal Business

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

"Personal Business," as herein defined, is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases in which an Administrator requests an excused absence for Personal Business, a slip must be filed with his/her immediate Supervisor for approval and ultimate approval by the Superintendent.

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

5. **Paid Holidays**

All Administrators will receive sixteen paid holidays each year. The sixteen paid holidays shall be mutually agreed upon each year between SHAA and the Superintendent.

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

B. **Sick Leave**

Sick Leave is defined by Revised Statutes 18A: 30-1 et seq. All administrators shall be entitled to twelve (12) days of Sick Leave per year. Unused days of Sick Leave shall be accumulated from year to year. Sick Leave in excess of the above shall be at the discretion of the Board.

Absence after Reporting for Duty

Any person who must leave his/her duties because of personal illness after reporting for duty and has worked three (3) hours will be paid for that day and this will not be charged to his/her sick leave.

Terminal Pay on the Basis of Sick Leave (Each Administrator eligible may choose either Option I or Option II)

Option I

Any Administrator with a minimum of ten (10) years in the district or more, upon submission of a letter of retirement to collect a T.P.A.F pension shall be entitled to receive the following compensation: one quarter (1/4) of his/her final per diem rate for all accumulated sick days up to a maximum of 120 days in an amount not to exceed the applicable state statute. This benefit shall only be paid once for each Administrator. Said payment shall be made as soon as possible but no later than 45 calendar days from last date of employment.

Option II

Administrators on the payroll as of July 1, 2002, who separate from the district no sooner than July 1, 2007, shall receive 50% of their current per diem rate for a maximum of 300 accumulated sick days in an amount not to exceed the applicable state statute. All administrators hired after

July 1, 2002, must complete 5 years of service with the District in order to receive this benefit.

#### Removal of Option II

Beginning with the 2005-08 contract, Option II will be removed from the contract. However, anyone hired prior to July 1, 2005 shall be grandfathered. The administrators who are grandfathered include, Richard Charwin, Mike Hoppe, Lynn Kratz, Pat Lott, and Debra Wilkins. For those administrators eligible for Option II, the date shall be changed from July 1, 2007 to January 1, 2006.

#### **C. Transferred Sick Days**

New administrators to the district, hired after July 1, 2005, may bring up to 120 days accrued sick days from their immediate previous district. Documentation of accrued sick days shall be submitted to the Superintendent. The intent of the transferred days is to provide the new administrator with some coverage in case of a severe injury or illness. The days shall not be reimbursable under the sick day provisions of this contract. During each year of employment in the district, accrued sick and unused personal days shall replace the transferred days until all sick days have been earned in the district.

#### **D. Parenthood Leave**

The Board of Education shall grant Parenthood Leave without pay in accordance with the following procedures:

1. All initial applications for and applications for extensions or reductions of Parenthood Leave shall be made in writing to the Superintendent.
  - a. The Administrator shall request Parenthood Leave of the Superintendent of Schools in writing at least sixty (60) calendar days prior to the date the leave is to commence except in cases of emergency.
  - b. The request for Parenthood Leave shall specify the date when the Administrator wishes the leave to commence and terminate.
2. Parenthood Leave shall be granted for all Administrators for a period of up to the end of the academic school year in which the Parenthood Leave commenced or a minimum of six (6) months, whichever is greater. An additional school year of Leave shall be granted upon request to an Administrator under tenure or one who has received a tenure-year contract. An Administrator on Parenthood Leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the

Administrator wishes to return, or sixty (60) calendar days prior to said intended return date, whichever is sooner.

3. An Administrator returning on the first day of the school year in September from Parenthood Leave shall be placed in her/his previously held position or a comparable one as provided by law.
4. Any Administrator who has applied for and received Parenthood Leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
5. No Administrator on parenthood leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.
6. Time spent on Parenthood Leave shall not count towards salary guide placement experience, seniority, or sick leave accumulation.
7. Anyone who accepts Parenthood Leave after December 31, in any given year, is given credit on the "salary guide" for a full year upon returning to the district.
8. An Administrator receiving Parenthood Leave shall not accept full time employment in the administrative field during all or part of the period of the Parenthood Leave. This provision shall cease to be operative at such time as the Administrator shall have been denied her/his request under Paragraph 4 to return to employment.
9. Adoption - Any Administrator adopting a child of age 10 years or less shall receive a leave similar to Parenthood Leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
10. The Board is not required to continue employment of a non-tenure Administrator beyond the year in which the leave is taken, or a six-month period, whichever is applicable. The Parenthood leave shall not be counted towards tenure.

**E. Maternity Leave**

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

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

2. Any pregnant Administrator who does not elect to take a Parenthood Leave in conjunction with Maternity Leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
3. The Board may require an Administrator during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned. In the event of any question as to the condition of the pregnant Administrator, a conference shall be arranged between the Board's physician and the Administrator's physician.
4. No Administrator shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
5. In all matters, including discipline, a pregnant Administrator shall be treated like any other Administrator. Furthermore, the Board has the right to remove any pregnant Administrator from her daily duties if her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (1) the pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working; or (2) the Board's physician concludes she is unable to continue in the role of an Administrator. However, the Board shall not discriminate against the pregnant Administrator in violation of NJSA 10:5-1 or any laws of the State of New Jersey or the United States.

**F. Advanced Study**

1. The Board feels that, in certain cases, benefits will accrue to the school system if Administrators are granted a one(1) academic year's Leave of Absence without pay, for advanced study. The Administrator must have acquired tenure in the Somerset Hills School District as a prerequisite for such Leave.
2. Request(s) shall be submitted in writing to the Superintendent by January 1 of the year prior to the commencement of a Leave.

3. The Board will give consideration to such application after it has been reviewed and recommended by the Superintendent and the applicant shall be notified no later than March 1.
4. The Leave activities must be directly related to Administration/Supervision or for an advanced degree program or related travel.
5. The denial of the request for such Leave by the Board shall not be arbitrable.
6. As an administrator earns additional credit toward advanced degrees, no administrator shall make less than 3% more than the equivalent step and degree of a certified teacher. This calculation shall be based upon a certificated teacher's annual salary divided by 200 which will establish the per diem rate. This number will then be multiplied by 240 to establish the 12-month rate. 3% will then be added to this number.

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

**G. Other Leaves**

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

**H. Miscellaneous**

1. Any requests for modifications of previously granted Leaves shall be submitted in writing to the Superintendent. The denial of any modification by the Board shall not be arbitrable.
2. Administrators, while on Leave without pay, shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board in accordance with applicable law.

3. Upon return from paid Leave or unpaid Leave of six (6) months or less granted by the Board, an Administrator shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on said Leave with all seniority rights.
4. All benefits to which an Administrator was entitled at the time his/her approved Leave of Absence commenced, including unused accumulated sick leave, shall be restored upon return. An Administrator returning from approved Leave shall be placed in the previously held position or a comparable one as provided by law.

## **ARTICLE TEN**

### **ADMINISTRATIVE VACANCIES**

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

## **ARTICLE ELEVEN**

### **SCHOOL CALENDAR**

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

## **ARTICLE TWELVE**

### **INVOLUNTARY TRANSFERS**

Notice of involuntary transfers or reassignment shall be given to a member of the Association as soon as practical, and except in case of emergency no later than ninety (90) calendar days before the date of transfer. When an involuntary transfer is being considered by the Board, every effort should be made to provide for a smooth transition.

**ARTICLE THIRTEEN**

**INSURANCE PROTECTION**

- A. Insurance-excluding employees who work less than 20 hours per week.

There will no be change in health insurance during the 2008-2009 school year.

1. Through the Somerset Hills Board of Education Health Insurance Program, the Board of Education shall provide all covered employees working 20 or more hours per week with full individual or family (spouse and/or dependent children) health benefit coverage which shall include:
  - A. Blue Cross/Blue Shield Traditional Plan Hospital, medical-surgical, major medical, Rider J
  - B. Blue Cross/Blue Shield/Blue Choice Point of Service Plan
  - C. Blue Cross/Blue Shield/HMO Blue
  - D. New employees hired after June 30, 2005 will have the option of selecting either POS or HMO for the first three years. After three years of employment all medical plans will be available to these employees at no cost. With the exception of non-renewals, benefits are provided from the first day of employment through the last day of employment.

Effective July 1, 2009, the following health benefit options will be in effect for all employees:

- A. Blue Cross/Blue Shield Direct Access
  - B. Blue Cross/Blue Shield/HMO Blue
2. In lieu of the above for employees over 65 years of age, Medicare payments shall be reimbursed by the Board of Education.
3. The Board of Education shall request the carrier to provide each covered employee with a description of conditions and limit of the health benefit coverage herein provided.
4. The above-referenced health insurance coverage shall provide for mandatory second surgical opinion for non-emergency procedures as provided by the carrier.

Employees may waive their health insurance coverage on an annual basis for the following school year by completing a medical insurance waiver request form and submitting it to the Board Office during the month of

May (the open enrollment period). The waiver request shall indicate whether the employee is requiring no insurance benefits or reducing benefits to employee only benefits. In return for this waiver, the employee will receive 30% of the applicable premium savings effective December 1, 2008.

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

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

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

B. Disability Insurance

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

C. Dental Insurance

The Board of Education will select a carrier to underwrite and administer a non-contributory dental insurance plan for all covered employees working 30 or more hours per week. The dental plan shall provide the following coverages:

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

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

## ARTICLE FOURTEEN

### VACATION POLICY

- A. Administrators who are employed on a twelve (12) month basis shall earn vacation days at a rate of 2 1/3 days per month. Administrators shall also receive, not chargeable as vacation days, all district holidays as set forth in the twelve (12) month employee calendar. For example, if a contract year begins July 1, by September 30 each Administrator shall have accumulated seven (7) vacation days if none have been used by the Administrator between July 1 and September 30. By June 30, each administrator will have accumulated twenty-eight (28) vacation days if none have been used. An administrator, hired prior to August 30, 2005, upon leaving the employment of the district, will receive compensation for twenty-eight vacation days at his/her per diem rate. The administrators who are grandfathered include, Richard Charwin, Joseph Ciulla, Mike Hoppe, Lynn Kratz, Pat Lott, and Debra Wilkins.
- B. Administrators may carry a maximum of twenty-eight (28) days until the following August 31 and 18 of those 28 days thereafter until the following May 1.
- For example, if an Administrator, by June 30<sup>th</sup>, has used two (2) of his/her twenty-eight (28) vacation days, twenty-six (26) vacation days will remain unused. The Administrator may, pursuant to the contract terms, carry over twenty-six (26) of those vacation days to the following contract year. If the Administrator uses only five (5) vacation days during the summer, although twenty-one (21) of the twenty-six (26) days carried over remain, only eighteen (18) vacation days may be carried over beyond September 1, pursuant to the contract. The Administrator, of course, continues to earn vacation days on a monthly basis under his/her present contract.
- C. Generally, vacations should be taken when school is not in session.
- D. Time for vacations must be approved by the immediate supervisor and then recommended to the Superintendent for his approval.
- E. Administrators shall be charged with vacation days if they are not excused under any other leave provision of this contract. Therefore, Administrators must take vacation days or personal days when they wish to be absent during periods when school is open even though students are not in attendance with the exception of closings due to inclement weather or other emergency reasons, by the superintendent or appointed designee. (See Article VII, D).

- F. No extra remuneration will be made to an administrator for performing any school related activity or function while school is closed.

## ARTICLE FIFTEEN

### PROFESSIONAL DEVELOPMENT

- A. The Board of Education endorses the benefits accrued to the district as a result of Administrators' participation in professional growth, activities, and meetings. Therefore each unit member shall be allotted \$5,000 per contract year for expenses related to professional growth, activities, and meetings. Such expenses shall include for example: books; workshops and conferences; travel expenses; professional dues; expenses related to activities and meetings Administrators are required to attend by the nature of their Administrative positions and responsibilities in the district; professional equipment and materials. These expenditures must be in accordance with the mandated New Jersey School District Accountability Regulations. All requests for the use of such funds shall be made directly to the Superintendent. Consent to these requests shall not be unreasonably withheld.

#### Tuition Reimbursement

Tuition shall be paid by the Board of Education at the prevailing Rutgers University rate up to a maximum of 12 credits per year. Criteria and guidelines for reimbursement shall be as defined in the SHEA contract. Courses are approved by the Superintendent of Schools prior to enrollment and denial of same is non-arbitrable.

- B. Mentoring

The Somerset Hills Board of Education shall pay for the mentoring of new administrators at the state recommended rate.

**ARTICLE SIXTEEN**

**USE OF AUTOMOBILE**

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

**ARTICLE SEVENTEEN**

**TAX SHELTERED ANNUITIES**

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

Any Administrator shall be entitled to receive up to 25% of their banked vacation days and up to 20% of their banked sick days to be paid by the Board into a tax sheltered annuity by June 30 of each school year at the salary in effect in that school year. Each Administrator must keep at least 60 days in their bank of days at all times. The amounts to be paid into the tax sheltered annuity shall be in accordance with Article 9 (B) for sick days and Article 14 (A) for vacation days.

**SUPPLEMENTAL RETIREMENT PLAN**

The Administrators' Association may participate in a 403b governmental special pay plan.

**Article Eighteen**

**SALARIES**

- A. The annual salary increase for the 2008-2009 school year granted to each Administrator shall be a 4.2% increase to the 2007-2008 base salary.
  
- B. The annual salary increase for the 2009-2010 school year granted to each Administrator shall be a 4.35% increase to the 2008-2009 base salary.
  
- C. The annual salary increase for the 2010-2011 school year granted to each Administrator shall be a 4.45% increase to the 2009-2010 base salary.

Name	08-09	09-10	10-11
Scot Beckerman	\$151,090	\$157,662	\$164,678
Richard Charwin	\$144,272	\$150,548	\$157,247
Joseph Ciulla	\$ 98,785	\$103,082	\$107,669
Vincent D'Elia	\$134,418	\$140,265	\$146,507
Michael Hoppe	\$123,874	\$129,263	\$135,015
Lynn Kratz	\$149,917	\$156,438	\$163,399
Patrick Lott	\$110,814	\$115,634	\$120,780
Amy Phelan	\$135,460	\$141,353	\$147,643
Frank Verducci	\$ 94,350	\$ 98,454	\$102,835
Debra Wilkins	\$122,935	\$128,283	\$133,992

**ARTICLE NINETEEN**

**MISCELLANEOUS PROVISIONS**

**A. Modification**

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

**B. Notice**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so , in writing, at the following addresses:

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

**C. Printing and Distribution**

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

**D. Legality**

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

**E. Statutory Savings Clause**

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

ARTICLE TWENTY

TERM

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011 or until a successor agreement is negotiated.

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

SOMERSET HILLS BOARD  
OF EDUCATION

THE SOMERSET HILLS  
ADMINISTRATOR'S ASSOCIATION

By: \_\_\_\_\_  
John J. Dorr  
President

By: \_\_\_\_\_  
Patrick Lott  
President

By: \_\_\_\_\_  
Nancy Lee Hunter  
Board Secretary

By: \_\_\_\_\_  
Debra Wilkins  
Secretary