



**Agreement between the
Somerset County Educational Services Commission
and the
Somerset County Educational Services Commission
Administrators Association**

July 1, 2007–June 30, 2010

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Preamble

Agreement entered into this first day of July 1, 2007 by and between the Board of Directors of the Somerset County Educational Services Commission, Somerset County, New Jersey, hereafter called the "Board", and the Somerset County Educational Services Commission Administrators Association, hereafter called the "Association" or SCESCAA.

Witnesseth

Whereas, the Board recognizes and supports its obligation pursuant to Chapter 123, Public Laws 1974, as amended, to negotiate with the SCESCAA as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement,

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

Article I: Recognition

- A. The Board hereby recognizes the SCESCAA as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certified administrators under contract excluding Business Administrator, now employed, or employed any time during the contract year by the Board including:
 - 1. Director of Education
 - 2. Secondary Program Administrator/Principal
 - 3. Assistant Principal
 - 4. Nonpublic and Elementary Program Administrator/Principal
 - 5. Other administrative positions as approved by the Board
- B. All other SCESC employees are excluded.
- C. All new hires or administrators transferred (promoted) to a new position starting salary will be individually negotiated.
- D. For the purpose of clarity, the term "employee" when used hereinafter in this agreement, shall refer to all professional administrative employees represented by the SCESCAA in the negotiating unit as defined above.

Article II: Negotiations of Successor Agreement

- A. The Board and the Association agree to commence negotiations no later than 60 days after conclusion of Teacher's Negotiations in accordance with state regulations or upon a mutually agreed upon date.
- B. Any agreement so negotiated shall be reduced to writing, be signed by representatives of the Board and the Somerset County Educational Services Commission Administrators Association and shall apply to all Administrators.
- C. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- D. Both parties' teams have the authority to reach tentative agreement only.
- E. Ratification of any tentative agreement is reserved to the full Board and Association respectively.
- F. The current agreement supersedes and cancels all previous agreements between the parties and constitutes the entire agreement between the parties. The parties agree that they have negotiated fully with respect to all proper subjects of collective negotiations and this agreement incorporates all terms and conditions of employment governing employment that were or could have been negotiated by the parties. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and adopted at a meeting of both parties.

Article III: Grievance Procedure

Definitions:

Grievance: A claim by an administrator or the Association based upon the interpretation, application or alleged violation of this agreement, Board policy, or administrative decision adversely affecting terms and conditions of employment of an administrator or a group of administrators. Questions including nonrenewal, assignment, and transfers, as well as other matters for which an alternative statutory appeal process exists, shall not be grievable.

Grievant: The administrator or administrators or the Association making the claim.

Conferee: Another administrator in the Association or other representative.

A. General

1. A grievant shall have the right to present his/her own appeal or to designate another person of his/her own choosing to appear with him/her at any step of his/her appeal.
2. A grievance must be initiated by the administrator within fourteen (14) school days of the date the administrator knew or should have known of its occurrence.
3. If the same alleged grievance or substantially the same alleged grievance is made by more than one administrator against one respondent, only one administrator on behalf of self and the other complainants may process the complaint through the adjustment procedure. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
4. 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 and not subject to further appeal.
5. The time limit provided for in this procedure may be extended by mutual written agreement of the parties.
6. It is agreed and understood that during and notwithstanding the pendency of any grievance, all administrators including the grievant, shall continue under the direction of the Superintendent and continue to observe all assignments and applicable policies, rules and regulations of the Board until such grievance or grievances and any effect thereof shall have been fully determined.
7. 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.
8. In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedure may be exhausted as soon after the school term as practicable.

9. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If a resolution is not forthcoming, time lines may be waived during the summer months.
10. A copy of all correspondence shall be sent to the SCESCAA prior to each level and subsequent to each decision.
11. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the SCESCAA, provided the adjustment is not inconsistent with terms of the agreement and that the SCESCAA has been given the opportunity to be present at such meeting for adjustment and to state its views.
12. The Superintendent and the SCESCAA mutually agree to develop and institute a grievance form to be used for the processing of grievances.

Level One:

- A. Alleged grievances by an administrator should be discussed in a private, informal conference with the grievant's immediate supervisor.
- B. The Superintendent must render an oral decision within five (5) school days following the informal conference with the grievant.

Level Two:

- A. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator, the grievant has five (5) school days to present his/her grievance in writing to the Superintendent. The name of the conferee shall be included in the written statement of the grievance. This statement shall be a clear, concise statement of the grievance; the circumstances on which the grievance is based; the decision rendered at the private conference; and the remedy sought.
- B. The Superintendent shall communicate his/her decision in writing with the reasons, to the administrator(s) within ten (10) school days of receipt of the written grievance.

Level Three:

- A. Within five (5) school days after receiving the decision of the Superintendent, the grievant may, on his/her own, or through a conferee, appeal the decision in writing to the Board.
- B. The Board, Executive Committee or a committee so designated by the Board to act on its behalf may schedule the matter for a hearing at an executive session or other meeting format to be held after the next regularly scheduled Board meeting. The grievant and his/her conferee shall be present at the hearing.

- C. Within thirty (30) school days of the Board meeting, the Board will submit its decision in writing, together with supporting reasons to the grievant. A copy shall be furnished to the Superintendent.

Level Four:

- A. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, a notice of intention to proceed to advisory arbitration shall be given to the Board within fourteen (14) calendar days after the receipt of the decision, which is being appealed.
- B. A grievance not resolved by timely resort to the foregoing procedure shall be subject to advisory arbitration initiated and conducted under the rules of the NJ Public Employee Relations Commission.
- C. The arbitrator shall limit himself/herself to the issues submitted to him/her. He/she cannot add, delete or modify anything from the Agreement between parties or any policy of the Board of Directors. The opinion and award shall be advisory, except where otherwise required by law. Only the Board and its appropriate agents, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) days of the completion of the arbitrator's hearings.

Employees' Rights to Representation

- A. Rights of employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by (a) representative(s) and/or an attorney selected and approved by the Association.
- B. When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.
- C. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representative contemplated in this article.

Costs

The fees and expenses of the arbitrator are the only costs, which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

Time lost by any given grievant and/or his/her representative(s) due to arbitration proceedings shall not be charged to personal time, nor shall there be any loss in pay.

Past Practice

1. The Association and the Board recognize that in order to provide innovative programming and to keep the Commission competitive, change is necessary.
2. The loser of the arbitration shall pay all reasonable expenses of the arbitrator, as well as reasonable expenses of both parties' attorneys or other legal representation fees associated with the arbitration.

Article IV: SCESCAA Rights and Privileges

- A. Administrators may suggest appropriate agenda items to the Superintendent for Administrators' meetings. Such suggestions must be made at least two (2) days prior to the meeting. These meetings will be held when deemed necessary by the Superintendent.
- B. Whenever any member of the SCESCAA is required by the Board or its agent to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or benefits.
- C. The SCESCAA and its representatives may have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his/her designee shall be required. Such permission shall not be withheld unreasonably.

Article V: Employee Rights and Privileges

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be unreasonably disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedures herein set forth.
- C. When proposals affecting the school district are being considered by the Board with any group, the SCESCAA may submit its views in writing to the Superintendent.

- D. Whenever any administrator is required to appear before the Superintendent, Board of Directors, or any committee or member thereof, concerning any matter which would adversely affect the continuation of that administrator in the office, position, or employment, or the salary or any increments pertaining thereto, the administrator shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of the administrator's own choosing present to advise and represent the administrator during such meeting or interview.
- E. The Board agrees to furnish to the SCESCAA, in response to request, any and all materials that are a matter of public record.

Article VI: Board Rights

- 1. Unless explicitly curtailed by this agreement, the Board hereby retains all rights, privileges, and management prerogatives which it shall exercise in its sole discretion.
- 2. Board rights: The Board of Directors, subject only to the express written provision of this agreement to the extent such specific and express terms of this agreement are in conformance with the law and regulations of the State Board of Education, reserves to itself all rights and responsibilities of management of the SCESC and full jurisdiction and authority to make and review policy, rules, regulations and practices in furtherance thereof.

Article VII: Evaluation

Evaluations shall be conducted in accordance with the regulations of the State Board of Education.

A. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. The administrator's signature shall not be construed to indicate agreement with or acceptance of the evaluation.

2. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee within ten (10) working days after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-1.21. The written evaluation shall be given to the administrator at least 24 hours prior to the conference. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each non-tenured administrator shall receive written notice in accordance with the law.

Article VIII: Personal Illness Leave

Personal illness leave is defined as absence from duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorities on account of contagious disease, or being quarantined for such a disease in the immediate household. The Superintendent may require a physician's certificate at any time.

- A. Administrators with twelve (12) month contracts shall be entitled to fourteen (14) personal illness days each school year. Unused personal illness days shall be accumulated from year to year with no maximum limit.
- B. An administrator may use a maximum of five (5) personal illness days in any one year with full pay for illness within the immediate family. Days used for "family illness" are to be subtracted from the remaining total of "personal illness" days.
- C. Administrators not employed for a full year shall receive prorated sick leave benefits.
- D. Administrators will receive a written accounting of all accumulated personal illness leave days no later than September 30 of the preceding contract year.

Article IX: Temporary Leaves of Absence

- A. All full-time administrative employees shall be entitled to the following leaves of absence with pay during the school year:
 - 1. With the approval of the Superintendent time from regularly assigned duties may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 - 2. With the approval of the Superintendent and the Board, time may be granted for representatives of the Association to attend conferences and conventions of state and national organizations.
 - 3. Time necessary shall be granted for appearances in any legal proceedings which arise out of or in the course of the administrator's employment, or in any other legal proceedings, if the administrator is required by subpoena to attend and is not a party to a suit. If an administrator is a party to a suit which does not arise out of or in the course of employment, absence from school in that connection shall be without pay or shall be charged to personal days.

4. Up to five school days shall be granted in the event of death of the administrator's spouse, child, mother, father, grandchild, brother, sister, son-in law, sister-in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, or grandparents. Administrators may use two (2) days of the five day leave in the event of death of a loved one or relative, including persons living in the immediate household as follows:
 - a. Roommates living within the immediate household.
 - b. Relatives living within the immediate household.
 - c. A common descent aunt or uncle of the employee living within or out of the household.
 - d. Fiancé or fiancée or long-time significant other.

At the discretion of the Superintendent, this time may be extended due to necessary travel requirements. In the event of the death of an administrator, supervisor, teacher, or student, the Superintendent shall grant an appropriate number of administrators sufficient time off to attend the funeral.

B. Personal

Absence of four (4) days per year may be granted to an employee, in order to attend to urgent personal business, that is business that cannot be tended to during non-school hours, upon written request approved in advance (except for emergencies) by the Superintendent. The number of unused days in any year shall accumulate for the purpose of sick leave or vacation leave from year to year at the discretion of the employee.

Notification or application for personal leave shall be made in writing to the Superintendent at least five (5) school days before the date of requested leave, except in case of emergency.

Personal leave on days immediately preceding or following scheduled school holidays may be granted only for extenuating circumstances at the discretion of the Superintendent.

No other leave of absence, with or without pay, may be taken without approval by the Superintendent and Board.

C. Jury Duty

In case of required jury duty, an employee shall be allowed time off for jury service. He/she shall be paid the difference between his/her regular pay and jury pay, but only if he/she has first submitted his/her jury summons to the Superintendent within 24 hours of initial receipt so that the Superintendent could attempt to have him/her excused.

Article X: Extended Leaves of Absence

A. Maternity/Child Rearing

The Board shall grant maternity leave/child rearing in accordance with law without pay to any employee upon request, subject to the following stipulations and limitations:

1. For purpose of adoption and/or child rearing, employee shall be granted an extended leave of absence without pay.
2. Child-rearing leave under this section is defined to mean a voluntary absence from active employment for the purpose of childcare commencing after the birth of a child or after the end of a pregnancy-related disability or on the approximate days of obtaining legal guardianship of an adopted child.
3. An employee who anticipates taking a leave under this section shall notify the Superintendent, in writing, of the anticipated commencement date of such leave as soon as he/she knows of it.
4. a. The Board reserves the right to regulate commencement and termination dates of leaves for these purposes in order to preserve educational continuity.
b. Nothing herein shall prevent the employee or the Board from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change must be submitted in writing to the Superintendent by the teacher at least two weeks prior to the requested date of return.
5. Leave under this section shall terminate no later than the beginning of the school year following the first birthday of the child, or in the case of adoption, no later than the beginning of the school year following the first annual celebration of the date of legal guardianship and in either case the employee must notify the Superintendent of his/her intent to return no later than the preceding April 1st.
6. All benefits to which an employee was entitled shall cease at the time his/her leave of absence under this article commences, but upon returning, the employee shall be entitled to all benefits to which he/she was entitled at the time the leave commenced.
7. The Board shall be notified in writing by April 1 before the expiration of a leave granted under this article, that he/she intends to return to work at the beginning of the subsequent school year. Failure to so notify the Board constitutes a resignation.
8. Time spent on leave under this article shall not count toward the fulfillment of the time requirements for acquiring tenure, salary grade placement experience, seniority, sick leave accumulation, etc.
9. Nothing in this article shall be construed as obliging the Board to grant leaves to employees who are not under tenure, beyond the expiration date of their contracts.

B. Paternal Leave

A male employee shall be granted five (5) days during the period in which his child is born. These days may be charged to one or a combination of the following, at the employee's discretion: paid personal illness leave, paid vacation, paid personal days or leave without pay.

The Board reserves the right to regulate commencement and termination dates of the anticipated paternal leave in order to preserve educational continuity.

C. Medical Disability Leave

1. Due to a medical disability, which is substantiated by a certificate from a medical doctor, an administrator may be granted an extended leave of absence. Such leave shall be without pay, except that the administrator may, during the period of actual medical disability, utilize accumulated personal illness leave benefits.
2. An administrator who anticipates a medical disability shall notify the Superintendent in writing of the anticipated commencement date of the disability as soon as the administrator knows of it.
3.
 - a. The Board reserves the right to regulate commencement and termination dates of the anticipated medical disability leave in order to preserve educational continuity.
 - b. The administrator shall specify in writing a best estimate of the dates of commencement and termination of the requested medical disability leave, and the Board shall consider these dates when granting a leave.
 - c. Nothing herein shall prevent the administrator or the Board from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change in the dates of a leave already granted by the Board should be submitted at least two weeks in advance and there should be no more than a two-week discrepancy on the mutually agreed upon new dates.
4. An administrator returning from a medical disability shall be entitled to all benefits to which that administrator was entitled at the time the leave commenced, (less any used personal illness leave, due to disability).
5. Health Plan insurance premiums as per this contract and subject to the regulations of the carrier, shall continue to be paid by the Board for up to a one-year period for an administrator who is on medical disability leave. Administrators on a non medical extended leave shall pay Health Plan insurance premiums, as per this contract and subject to the regulations of the carrier, according to the plan selected by the administrator. Only administrators on paid leave of absence shall be considered for payment of their Health Plan insurance premiums by the Board of Directors, subject to law. Administrators on unpaid leave of absence may continue their health insurance coverage under the existing SCESC plan, if they pay the premium one month in advance, subject to the regulations of the carrier, subject to law.

D. Good Cause

Other leaves of absence with or without pay may be granted by the Board for good reason.

E. Continuation of Benefits While on Leave

Employees while on leave without pay shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board.

F. Return From Leave

1. Time spent on leave under this article shall not count toward the fulfillment of the time requirements for acquiring tenure, salary guide placement experience, seniority, and personal illness leave accumulation.
2. Benefits - All benefits to which an administrator was entitled at the time his/her leave of absence under this article commences, but upon returning, the administrator shall be entitled to all benefits to which he/she was entitled at the time the leave commenced.

Article XI: Work Day, Work Year, Vacation

A. The work year for twelve-month administrators will include all days, Monday through Friday, with the following exceptions:

1. Thirteen (13) holidays in accordance with Board policy
2. Twenty-three (23) vacation days
3. Winter Break
4. NJEA/PSA Convention
5. Spring Break: Limited to three (3) Spring Break days dependent upon the needs of the Commission with no carryover of days

B. Twelve-month administrators' contract years shall be from July 1 to June 30.

C. Twelve-month administrators shall be permitted to take ten (10) vacation days during the school year, when school is in session with prior approval of the Superintendent.

D. An administrator may carry over up to three times the yearly allotment of vacation days. Additional carry over vacation days upon Board approval.

E. In case of resignation, suspension, or termination of employment with the Commission either voluntary or at the Board's direction, the employee will earn vacation days as follow: Effective July 1, 2004, the resigning, suspended or terminated administrator will earn 1.84 vacation days per month worked. For partial months worked, a proportional allocation will be applicable.

Article XII: Administrative Vacancies

A notice of vacancy in an administrative position shall be sent to the Association ten (10) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, and its duties. It is understood that the qualifications for any such position shall not be changed while applications are pending.

Article XIII: Transfer of Personnel

A. Involuntary Transfer of Personnel

When transfer of employees is being considered by the Board, every effort shall be made to provide for a smooth transition and guarantee that all aspects of a thorough and efficient management procedure shall be safeguarded.

1. Should a transfer be made during the regular summer vacation, the transferee shall be notified by registered mail, within 5 calendar days of the Board's decision, at the last known address. Reasons for the decision will be stipulated.
2. In the event of a transfer or reassignment, the administrator involved, at the administrator's option, may request a meeting with the Superintendent or his designee to discuss the transfer.
3. Transfers or reassignments shall not be disciplinary in nature.

B. Request For Voluntary Transfers

A request may be granted if:

1. A vacancy exists.
2. The qualifications of the employee involved meet the requirements of the available position in terms of professional preparation, experience and certification.

C. Procedure For Processing Transfer Requests

1. The request for transfer shall be submitted to the Superintendent.
2. The Superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.
3. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.
4. All decisions regarding transfers are final and are not subject to the grievance procedure.

Article XIV: Professional Development

- A. The Board of Directors recognizes the value of professional organizations and agrees to pay up to a maximum of \$750 for Professional Associations (PSA) provided the administrator is actively employed by the Commission on July 30 of each year.
- B. The Board of Directors shall reimburse administrators for tuition for graduate/doctoral courses, not required for certification for their position, for a maximum of 9 credits per year based on per credit cost as established by Rutgers University.

In order to be considered for reimbursement all courses must be:

- 1. Authorized in writing by the Superintendent before the course begins.
- 2. Taken at an accredited college.
- 3. Related to the administrator's assignment.
- 4. Successfully completed with a grade of B or better, or pass in a pass-fail course.

Reimbursements will be made within thirty-five (35) days of verification of course completion and grades.

- C. The Board of Directors shall reimburse administrators for approved college and university courses, for books and fees not to exceed \$100 a year.
- D. Administrators shall be permitted to attend the New Jersey Principals and Supervisors Association Annual Convention with prior approval of Superintendent. Proof of attendance shall be required.

Article XV: Insurance Protection

A. Full Health Care Coverage

- 1. The Board agrees, that for the life of this contract, the Board shall define full time employees as 29.5 hours per week. Full time employees hired before July 1, 2004 will be provided individual health-care insurance coverage and one hundred percent (100%) premium for family, or parent and child, or husband and wife based upon equivalent coverage of the New Jersey Health Benefits Plan for Blue Cross, Blue Shield, Major Medical and Rider J. However, no medical benefits shall be granted to part-time (less than 29.5 hours) or hourly employees. Teacher aides, substitutes or secretaries are considered full time employees when employed 29.5 hours or more per week.
- 2. The Board agrees that for the life of this contract full time employees hired after June 1, 2004 will be provided only individual health-care PPO insurance coverage and one hundred percent (100%) premium for family, or parent and child, or husband and wife based upon equivalent coverage of the New Jersey Plus (PPO) plan. However, no medical benefits shall be granted to part-time or hourly employees.

The Board reserves the right to activate or deactivate Article XV (Insurance Article), Section 2 based upon the needs of the Commission, to the extent permitted by law and by the rules of the insurance provider selected by the Commission.

3. The Board shall request the health care insurance carrier to provide each administrator with a description of the health care insurance coverage provided under this article including conditions and limits of coverage listed.
4. In addition to the above-stated program, the Board agrees that for the life of this contract it will provide individual dental health-care insurance coverage for the administrator in full.

B. Disability Insurance

The Board will pay up to \$150 per month toward a disability policy.

Article XVI: Protection of Employee and Property

Unsafe And Hazardous Conditions: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.

Article XVII: Deductions From Salary

Administrators may choose to have money deducted monthly to be paid into a Tax Sheltered Annuity Account by completing the carrier authorization form and submitting it to the Business Office by the 5th business day of the month. The Board shall choose the carriers after considering recommendations from the SCESCAA. SCESCAA members may alter the amount of their deduction (no more than two alterations per year per individual) by informing the Business Office in writing by the 5th business day of the month in which they want the change to take place.

Article XVIII: Compensation

- A. The salaries of all administrators shall be set forth as attached hereto.
- B. Pay dates shall be the 15th and 30th of each month. In cases where a pay date falls on or during a school holiday, vacation, or weekend, administrators shall receive their paychecks on the last previous working day. The Commission has experienced problems with the ADP default computer program issuing payroll checks with the end of the month date of the 31st instead of the 30th. In the event this should occur, payroll checks will be issued on the 30th with notification to the bank to cash checks after 3:00 p.m. on the 30th. Not to exceed two (2) times per school year.
- C. Current Salary: See **Salary Guide**

D. Overall Performance Evaluation: Commendable, Satisfactory, (Needs Improvement Rating or unsatisfactory or below Commission Standard, Deficient, Conditional, etc.)

The Somerset County Educational Services Commission supports the administrators, and encourages each to be exemplary in every aspect of educational leadership, public relations, and fostering the mission of the Commission.

Annually, administrators rating a Commendable Evaluation will receive an annuity of \$2,600 after his/her evaluation but before June 30 of the same school year. The employee has the option to utilize a Board-approved annuity fund. Furthermore, administrators have the option of receiving payment in lieu of annuity.

The evaluation process will also take into consideration the individual administrator's goals.

E. Corrective Action Plan for Overall Job Performance Rating NEEDS IMPROVEMENT:

If an administrator has eight (8) or more Needs Improvements in his/her evaluation, then the overall evaluation will be rated: Needs Improvement.

As performance area (or areas) needing improvement are identified, the following steps will be taken to ensure improvement.

The evaluation process will be ongoing:

5. As performance area(s) needing improvement develop:
 - a. Area needing improvement will be identified by the Superintendent.
 - b. A conference will be scheduled for the administrator and Superintendent to discuss the areas of concern.
 - c. A time-line for improvement with appropriate action plan to correct or improve performance.
 - i. 30 day period, and plan will be re-evaluated.
 - ii. A sign-off to acknowledge meeting.
 - iii. Administrator may provide written documentation of improvement.
6. On or about January 20, a mid-year evaluation will be performed.
 - a. Administrators will re-mediate any weakness with an action plan.
 - b. At the end of the 30-60 day period, the administrator and Superintendent will review the action plan with written documentation of meeting. (March 10)
 - c. On or about May 10, a final evaluation will be performed, at which time an overall rating will be determined.
 - i. Evaluation period will be from June to May.
 - ii. Administrator may waive his/her right to a conference
 - iii. If an administrator does not contribute to, or cooperate with, developing an action plan, the Superintendent will so note this in the record and determine the action plan.

- iv. Evaluation ratings for May 2007 will be the basis for determining salary for 2007–2008.
 - v. Evaluation ratings for May 2008 will be the basis for determining salary for 2008–2009.
 - vi. Evaluation ratings for May 2009 will be the basis for determining salary for 2009–2010.
7. All twelve (12) month administrators will be paid in twenty-four (24) equal monthly installments.

Article XIX: Transportation

- A. All administrators using his/her privately owned vehicles for transportation to activities directly related to their assignment shall be compensated at the current IRS rate.
- B. Payment will be made within forty-five (45) days of submission of request to immediate supervisor.

Article XX: Retirement

- A. When an administrator retires from active duty in accordance with the Teachers Pension and Annuity Plan with the Somerset County Educational Services Commission, the Board will pay the administrator for unused sick leave at the rate of \$75.00 per day for a maximum of 100 days, not to exceed a total of \$7,500.00 per individual. If an administrator retires within the first eighteen (18) months of this contract herein defined as July 1, 2007 to December 31, 2008, an additional incentive of \$5,000 will be paid.
- B. Administrators may elect to have money deducted monthly to be paid into a Tax Sheltered Annuity Account by completing the carrier authorization form and submitting it to the Business Office by the 5th business day of the month. The Board shall choose the carriers after considering recommendations from the administrator. Administrators may choose only one carrier per school year. Administrators may alter the amount of their deduction (no more than two alterations per year per individual) by informing the Business Office in writing by the 5th business day of the month in which they want the change to take place.

Article XXI: Miscellaneous Provisions

A. Nondiscrimination

The Board and Association agree that there shall not be discrimination and that all practices, procedures, and policies of the Commission shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of administrators, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. Severability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Reimbursements

The Board will reimburse an administrator within thirty-five (35) working days of the day that an approvable voucher is submitted to the Superintendent.

D. Professional Expense

Administrators will be eligible to receive an annual professionally-related expense stipend of \$550.

Article XXIII: Duration of Agreement

- A. This agreement shall become effective on July 1, 2007 and continue in effect until June 30, 2010. Negotiations for a successor agreement will commence during the school year of the expiration of this contract. Complete Agreement: This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues. 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. All terms and conditions have been fully bargained. The parties shall not modify this agreement except by writing duly executed by both parties.
- B. The agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended, in writing, by mutual agreement.
- C. In witness whereof, the parties hereto have caused this agreement to be signed by their respective President, and attested to by their respective secretaries.

**Somerset County Educational Services
Commission Administrators Association**

**Somerset County Educational Services
Commission Board of Directors**

Adeline Wierzbicki, President

Mary Louise DiRosa, President

Date

Dr. Thomas F. Boyle, Board Secretary

Hal Dunsavage, Vice President

Al Smith, Negotiations Chairperson

Date

Date

Stacey Paulis, Secretary

Date