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AGREEMENT BETWEEN

SOMERSET HILLS ADMINISTRATOR'S ASSOCIATION

AND

SOMERSET HILLS BOARD OF EDUCATION

July 1, 1995 - June 30, 1996

ARTICLE ONE

<u>Membership</u>

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. Principals
- 2. Assistant Principal
- 3. Director of Curriculum, Instruction and Technology
- 4. Director of Special Services

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:

- Superintendent of Schools
- Board Secretary/Business Administrator
- 3. Personnel Assistant to the 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. Negotiations shall begin on or before November 1 of the final year of the contract.

B. <u>Negotiating Team Authority</u>

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.

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. <u>Just Cause Provision</u>

No tenured Administrator shall be reduced in rank or compensation without just cause as defined in 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.

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.

ARTICLE EIGHT

GRIEVANCE PROCEDURES

A. <u>Definition</u>

A grievance is an appeal by a member or members of the negotiating unit, 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. <u>Time Limits</u>

- 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.
- 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 days following its occurrence, or within 45 days after the aggrieved party knows or should have known of the events or conditions on which it is based.

D. <u>Procedures</u>

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.

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.

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. <u>Personal Business</u>

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 outof-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 will be paid for up to 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. Flex Days

If, for professional reasons, a day's absence is necessary for an Administrator to work on a specific assignment or project outside of the district, she/he may be excused from her/his duties upon notice to and permission from the Superintendent. Administrators will be paid for up to two (2) Flex Days in any one contract year.

B. Sick Leave

Sick Leave is defined by Revised Statutes 18A: 30-1 et seq. All administrators shall be entitled to twelve (12) days 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

Any Administrator with a minimum of ten (10) years or more service may, upon termination of employment due to retirement from the district, 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. This benefit shall only be paid once for each Administrator. Said payment shall be made as soon as possible but no later than 45 days from last date of employment.

C. 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) 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) 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.

D. <u>Maternity Leave</u>

 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.

E. Advanced Study

- 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 Bernardsville district as a prerequisite for such Leave.
- 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.

F. 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.

G. <u>Miscellaneous</u>

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. However, if the Leave is six(6) months or less, benefits shall be paid for that period by the Board.
- 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) 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. The Board agrees to provide during the term of this Agreement and to make available to each eligible Administrator, medical and dental insurance as provided to employees per the agreement between the Board and the Somerset Hills Teacher's Association.
- B. In making group health insurance available to Administrators, the Board reserves the right to designate or change insurance carriers or policies during the term of this Agreement as long as equivalent coverage is maintained.

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.
- B. Vacation days shall not be carried over from one school year to the next except that requests may be made to the Superintendent to carry a maximum of twenty (20) days until the following August 31 and 10 of those 20 days thereafter until the following December 31. Consent to these requests shall not be unreasonably withheld.
 - For example, if an Administrator, by June 30th, has used seven (7) of his/her twenty-eight (28) vacation days, twenty-one (21) vacation days will remain unused. The Administrator may, pursuant to the contract terms, carry over twenty (20) of those vacation days to the following contract year. If the Administrator uses only eight (8) vacation days during the Summer, although twelve (12) of the twenty (20) days carried over remain, only ten (10) 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.

- F. Prior to the negotiation of the first Administrator's contract (in effect from 4/4/88-6/30/90), Administrators in the district had accrued unused vacation days. These unused vacation days were fixed by the Superintendent and each individual and were set forth in a written memorandum in each Administrator's personnel file. The Administrator who remains employed in the district and who is affected by this paragraph is: Richard Palazzi. This Administrator shall be entitled to use these accumulated unused vacation days either by:
- Taking some days each year, in addition to his regularly earned vacation, at the approval of the Superintendent, or
- when the Administrator intends to leave the district, receive the cash equivalent of the unused days, at the rate of 1/240 of his/her annual salary per day:
 - spread over 2-3 years as pensionable salary, or
 - as a lump-sum payment at one time or extended payment until the days have elapsed.
- G. At the end of the 1995-96 contract year, prior to June 30, the Administrator may receive the cash equivalent of two (2) unused vacation days, at the rate of 1/240 of his/her annual salary per day.

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, professional activities, and professional meetings. Therefore, each unit member shall be allotted a \$2,500 per contract year for expenses related to professional growth, professional activities, and professional meetings. Such expenses shall include, for example: tuition, books, and fees; workshops and conferences; travel expenses; 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. All requests for the use of such funds shall be made directly to the Superintendent. Consent to these requests shall not be unreasonably withheld.
- B. The Board of Education shall pay professional dues of up to \$750 per contract year per Administrator. Requests for additional payment of dues to other professional associations may be made to the Superintendent who shall make recommendations to the Board. The Board's decision shall be final and not subject to arbitration.
- C. The Board of Education shall establish an administrative staff development account with \$250.00 per administrator placed into the account per contract year. These funds shall be utilized at the discretion of the Superintendent for staff development programs and activities for administrators.

ARTICLE SIXTEEN

USE OF AUTOMOBILE

For the required use of Administrators' automobiles in the performance of their duties, reimbursement shall be made on the basis of the current IRS rate.

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 statue.

ARTICLE EIGHTEEN

SALARIES

A. The annual salary increase granted to each Administrator will be a 4.25% increase from the 1994-95 base salary.

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:

- 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

<u>TERM</u>

This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1996 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.

THE SOMERSET HILLS BOARD OF EDUCATION

Keith Kebel President

By: // Myllis Kopp Board Secretary THE SOMERSET HILLS ADMINISTRATOR'S ASSOC.

Lynn Caravello
President

Richard Palazzi

Secretary