

**ORIGINAL**

**HAWTHORNE PUBLIC SCHOOLS  
HAWTHORNE, NEW JERSEY**

**CONTRACTUAL AGREEMENT BETWEEN THE**

**HAWTHORNE BOARD OF EDUCATION**

**AND THE**

**HAWTHORNE ADMINISTRATOR/SUPERVISORS' ASSOCIATION**

**JULY 1, 2012 THROUGH JUNE 30, 2015**

**NEGOTIATIONS COMMITTEES:**

REPRESENTING THE HAWTHORNE BOARD OF EDUCATION:

Mr. Victor Terraglia, Chairperson

Mrs. Elaine M. Tolomeo

Mrs. Michele Hyams, Board President

Dr. Jill Mortimer, Superintendent of Schools

Mr. Anthony Juskiewicz, Business Administrator/Board Secretary

**REPRESENTING THE  
HAWTHORNE ADMINISTRATOR/SUPERVISORS' ASSOCIATION:**

Mr. Barry Cohen, Chief Negotiator

Mr. John Peraino

Mr. Joseph Brislin

Mr. Joseph Pisacane

Mrs. Rosanne Zagatta, President

**I. RECOGNITION:**

The Board does hereby recognize the Association for the term of this agreement as the exclusive bargaining representative of the Public Employees Membership lawfully upon the Association rolls, all as defined and in accordance with P.L. 1974, Chapter 123, and further known as N.J.S.A. 34:13A-1, as amended, but excluding here from, the Superintendent of Schools, Business Administrator/Board Secretary, clerical, maintenance, and operating employees; inclusive, however, of—Principals, Vice Principals, Supervisor of Special Programs, Supervisor of Academics/Athletics, Director of Technology and Director of Education.

**II. CERTIFICATION AND RESPONSIBILITIES:**

**A. Certification:**

At all times while serving pursuant to this agreement, each administrator/supervisor shall hold a valid and appropriate certificate to act in the State of New Jersey as a Principal/Supervisor.

**B. Responsibilities:**

Each administrator/supervisor agrees to perform his or her responsibilities for the Hawthorne Public Schools as prescribed by the laws of the State of New Jersey, the rules and regulations of the State Department of Education, the policies and by-laws adopted by the Board, the job description for his or her position and such other tasks and duties as delineated by the Superintendent of Schools.

**III. SALARIES:**

2012-2013 Salaries shall increase by 2.5% for all administrators, supervisors, directors and any member(s) who retired in the 2012-2013 school year.

2013-2014 Salaries shall increase by 2% for all administrators, supervisors, directors and any member(s) who retire in the 2013-2014 school year.

2014-2015 Salaries shall increase by 2% for all administrators, supervisors and directors.

A salary range for each position in Article I will be:

Principal	\$95,000 - \$125,000
Vice Principal	\$85,000 - \$115,000
Director of Technology	\$90,000 - \$115,000
Supervisor of Academics/Athletics	\$85,000 - \$115,000
Director of Education	\$105,000 - \$115,000
Supervisor of Special Programs	\$105,000 - \$115,000

All administrators/supervisors who are employed by the Board during the 2013-2014 school year shall not be subject to the maximum salary for the position he/she is employed or a position that he/she is transferred or promoted, and shall receive a salary increase that is negotiated by the Board and Association for the applicable school year. Any administrator/supervisor who currently receives a salary in excess of the maximum salary for the position shall be grandfathered and shall continue to receive a salary in excess of the maximum salary for the position, as negotiated by the Board and Association.

The initial salary for an individual initially employed as an administrator/supervisor in the Hawthorne School District shall be determined by the Board and the individual employee at the time of employment. If the individual is hired after the school year commences, he/she shall not be entitled to a salary increase during his/her first year of employment in accordance with the provisions of this Article.

Salaries are attached.

**IV. ANNUAL DUES:**

Members shall be reimbursed for membership in NJPSA and one national organization related to their position and responsibilities.

**V. ADMINISTRATOR/SUPERVISORS' ATTENDANCE AT CONVENTIONS:**

Costs for professional development activities may be reimbursed at a total of \$2,000.00 per employee for a maximum of \$15,000.00 for the Association. Requests for such professional development activities and reimbursement shall be made in advance in writing to the Superintendent of Schools for approval whose decision shall be final. Such attendance at professional development activities shall not interfere with the employee's responsibilities to the Board and the school district. All requests must comply with the Board policy on travel.

**VI. ADMINISTRATIVE WORK YEAR:**

The administrator/supervisor work year shall be the teacher year plus 27 days. Each administrator/supervisor shall have 23 vacation days per year in accordance with Article XII below. The superintendent shall establish the school calendar with Board approval prior to June 30 of each year. All new HASA personnel hired from outside the district will be limited to 20 vacation days per year.

Additionally, the Superintendent of Schools has the right, within reason, to call any administrator/supervisor to report to work during a vacation or recess day for an emergency such as building failure, job action, or any other emergency arising out of personnel deficiencies.

**VII. BOARD OF EDUCATION MEETING ATTENDANCE:**

One representative per organizational level shall be in attendance at Board of Education meetings as follows:

- (1) Elementary school level representative
- (1) Middle school level representative
- (1) High school level representative

The Director of Special Programs shall attend a minimum of five (5) meetings per school year.

Supervisors will each attend a minimum of five (5) meetings per school year, providing that at least one supervisor is present at each meeting.

## **VIII. GRIEVANCE AND ADVISORY ARBITRATION PROCEDURE:**

### **A. Statement of Policy:**

It is the policy of the Board of Education to establish and maintain a climate favorable to education within the community and to encourage a spirit of cooperation, trust and mutual responsibility between the Board and the H.A.S.A. To accomplish those ends, this procedure is adopted.

The Board hereby declares as a statement of policy that any employees of the Board invoking the Grievance and Advisory Arbitration Procedure herein set forth, shall be free from any prejudicial or punitive action by reason of invoking such procedure.

### **B. Purpose:**

The purpose of this procedure is to secure resolution of difficulties concerning terms and conditions of employment at the lowest possible step.

Both parties agree that these proceedings shall be kept informal and confidential at Step One of this procedure and formal and confidential on subsequent steps.

### **C. Definitions:**

1. The term "grievance" as used herein is defined as an allegation of dissatisfaction by the H.A.S.A. or an employee, namely, that there has been a breach, misinterpretation or misapplication of this agreement, or of policy, or of an administrative decision regarding the terms and conditions of employment.
2. The term "employee" shall mean any member of the H.A.S.A.
3. The term "immediate superior" shall mean the individual designated in Step One of Section D of the procedure covering Order of Appeal.
4. The term "representative" shall mean any agent assigned by the H.A.S.A. to the aggrieved employee as his or her spokesman. The H.A.S.A. agrees to provide the Board of Education with the name of the said representative prior to any hearing.

D. Order of Appeal:

Step One: An aggrieved employee shall file the written grievance with the Superintendent of Schools. The grievance shall be filed within five (5) school days of the occurrence. The Superintendent shall render a written decision to the grievance within ten (10) school days after his or her receipt of the grievance.

Step Two: If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he may, within five (5) school days after his or her receipt of the Superintendent's decision, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools. The Board shall review the grievance and shall hold a hearing with the aggrieved employee and render a decision in writing and forward copies thereof to the aggrieved employee. The total time for processing the grievance in Step Two shall not exceed thirty (30) calendar days from the date the appeal is received by the Superintendent.

Step Three: Advisory Arbitration Procedure - If the aggrieved employee is not satisfied with the disposition of the grievance at Step Two employee he may request arbitration through the Public Employment Relations Commission, which shall be governed by the rules and regulations thereof. The cost of the services of the arbitrator, including professional fees and expenses, if any, shall be borne equally by the Board and the aggrieved employee. Any additional expenses shall be paid by the party incurring the same.

It is agreed that the arbitration conducted under the terms of this section of the agreement shall be of an advisory nature and shall not be binding.

The aggrieved employee shall, within thirty (30) school days after his or her receipt of the Board's decision, notify the Board of Education of his or her intention to file for arbitration. The request shall be submitted in writing through the Superintendent of Schools. Failure to act within said thirty (30) school days shall constitute a withdrawal of the grievance.

The term "school day" as referred to herein shall mean a working day in the administrator/supervisor's school year.

The foregoing Order of Appeal for all grievances may be summarized as follows:

<u>From</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Administrator/Supervisor	Superintendent	Board	Arbitration

IX. ADMINISTRATOR/SUPERVISORS' LEAVES OF ABSENCE:

A. Sick Leave:

1. "Sick leave" and "sick day" are defined to mean the absence of an administrator or supervisor from the school district because of personal disability due to illness, injury, or because the administrator or supervisor has been excluded from the school district's premises by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease.

2. Each full-time administrator/supervisor shall be entitled to twelve (12) sick days per school year with pay.
3. Unused sick days shall be accumulated from year to year as permitted by the laws of the State of New Jersey and may be used as additional sick days as needed in subsequent years. All new HASA personnel hired from outside the district will be limited to a maximum of 200 accumulated sick days.
4. When an administrator/supervisor's absence under the circumstances described in N.J.S.A. 18A:30-1 exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay such administrator/supervisor each day's salary less the pay of a substitute (if a substitute is employed) or the estimated cost of the employment of a substitute (if none is employed) for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/240 of the annual salary.
5. Each administrator/supervisor shall be given a written accounting of his or her accumulated sick days no later than September 15th of each school year.
6. Upon retirement, under the rules and regulations of the Teachers' Annuity and Pension Fund ("TPAF"), or upon resignation or other termination of employment, the Board shall pay the administrator/supervisor for accumulated, unused sick leave days at the rate of \$35.00 per day through the term of this agreement. The Board shall make payment to the administrator/supervisor within thirty (30) calendar days following the effective date of retirement, resignation or termination, or may defer payment to next school year.

B. Personal Leave:

1. Each tenured administrator/supervisor shall be entitled to three (3) personal days per year. Personal leave may be taken only for medical, legal, family business or personal emergencies.
2. Requests for personal leave shall be submitted in writing to the Superintendent of Schools at least seven (7) calendar days in advance, except in the case of an emergency, in which case it shall be submitted as soon as possible. The Superintendent of Schools shall approve all personal leaves.
3. Unused personal days shall convert to sick days and be added to the administrator/supervisor's accumulated sick days.

C. Other Leave:

1. Death or Serious Illness in Immediate Family. Upon the death of a member of the immediate family of the administrator/supervisor, the administrator/supervisor shall be granted a five (5) consecutive school day leave without deduction of pay.; Upon the serious illness of a member of the immediate family of the administrator/supervisor, the administrator/supervisor shall be granted a three (3) consecutive school day leave without deduction of pay. Immediate family shall be interpreted as meaning a spouse, child, parent, sibling, grandparent, mother-in-

law, father-in-law, or such other person residing in the administrator/supervisor's residence at the time of death or illness.

2. Government Mandates. There shall be no deduction of pay for absence due to recognized government mandates over which the administrator/supervisor has no control, such as jury duty. A summons to answer violations of law due to personal reasons shall not be construed as a government mandate under this provision.
3. Salary deductions for any absences not covered under the provisions for sick leave, personal leave or other leaves shall be at the rate of 1/240 of annual salary.

D. Notice of Intent to Retire or Resign:

An administrator/supervisor shall provide the Board with not less than sixty (60) days prior notice of his or her intent to resign and ninety (90) days prior notice of his or her intent to retire. Notice shall be provided in writing to both the Board President and the Superintendent of Schools.

X. INSURANCE:

The administrators/supervisors shall be entitled to the following insurance benefits:

- A. Horizon Blue Cross Blue Shield Direct Access Plan or the School Employees Health Benefits Program as soon as coverage can be effectuated, prescription coverage (co pay 0-\$15-\$20), dental insurance coverage, and vision care insurance coverage, all include family coverage. Contributions for all health benefit costs will be consistent with state guidelines.
- B. The Board of Education will offer an Opt Out Program for employees who have health benefits coverage through a spouse. The Opt Out Program will provide a financial incentive in the amount equivalent to 30% on the annual premium paid by the Board of Education and is based on the plans each employee is currently enrolled in. This financial incentive will be paid twice a year and employees are eligible to re-enroll in the event of a life status change immediately or during the annual open enrollment period.

Upon the conversion to the School Employees Health Benefits Program the opt out percentage shall be 25% and be subject to the applicable restrictions prescribed by law.

XI. VACATION:

- A. If an administrator/supervisor works from July 1 through June 30, he shall have earned 23 vacation days annually, all of which shall be available on July 1 of the following year. If an administrator/supervisor works less than 12 months, then his or her vacation days shall be prorated from his or her starting date. On July 1 of each year, each administrator/supervisor shall receive a notice of the number of vacation days earned as of June 30 of that year. Saturdays, Sundays, and legal holidays shall



not be counted as vacation days. Vacation days may be taken during the school year with the approval of the Superintendent of Schools.

- B. Up to seven (7) days of vacation entitlement may be carried over into the next year for use in that year, with a total number of vacation days in any one year not to exceed thirty (30) days. Any administrator, supervisor or director having more than 10 vacation days carried over from previous years, shall use those days by June 30, 2017. No additional days can be carried over during that time, unless the individual's accumulated days is within contractual limits. Any days not used by June 30, 2017 and in excess of what is allowed by this contract shall be forfeited.
- C. In the case of any school year where the administrator/supervisor retires or resigns, vacation days earned shall be prorated for that school year at the rate of two (2) days per month, not to exceed twenty-three (23) days for the school year. Unused, accumulated vacation days shall be converted to a cash payment at the time of retirement or resignation to be calculated at the Administrator's then current per diem rate of pay, based on a two hundred and forty 240 day work year.

**XII. OTHER BENEFITS:**

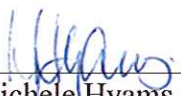
A. Stipend for Saturday Detention:

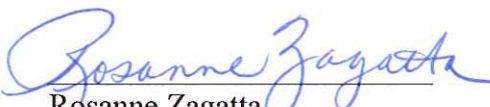
An administrator/supervisor required to attend Saturday detention shall receive a stipend of \$125 through the term of this agreement.

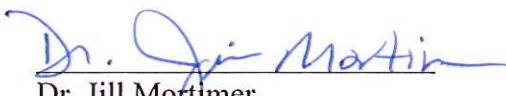
B. Members shall be reimbursed for the cost of one (1) graduate course per school year at the tuition rate for graduate courses at Rutgers University, regardless of which school the course is taken, provided;


1. The course relates to the administrator/supervisor's job responsibilities as determined by the Superintendent of Schools;
2. Requires course attendance at an accredited authorized college/university or completion of an ~~internal~~ internet course that is taught by staff at an accredited authorized college/university;
3. A grade of B or better is received and the course is not taken on a pass/fail basis;
4. The course is approved by the Superintendent of Schools.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the dates specified below.

By:   
Michele Hyams  
Board President

  
Rosanne Zagatta  
Association President

  
Dr. Jill Mortimer,  
Superintendent of Schools

  
Joseph Brislin  
Association Treasurer

		<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
		<b>Salaries</b>	<b>Salaries</b>	<b>Salaries</b>
Basilone	\$ 98,000	\$100,907	\$103,242	
Brislin	\$118,343	\$121,250	\$123,585	\$125,974
Cohen	\$146,297	\$149,204	\$151,539	
La Grone	\$ 94,000	\$ 96,907	\$ 99,242	
Mazzacca	\$ 98,000	\$100,907	\$103,242	\$105,631
Pedicone	\$137,398	\$140,305		
Peraino	\$143,746	\$146,653	\$148,988	\$151,377
Pisacane	\$112,000	\$114,907	\$117,242	\$119,631
Sforza	\$103,000	\$105,907	\$108,242	\$110,631
Spinelli	\$100,000	\$102,907	\$105,242	\$107,631
Zagatta	\$128,498	\$131,405	\$133,740	\$136,129
Markman			\$117,335	\$119,724
Davis			\$117,335	\$119,724