

AGREEMENT
BETWEEN THE
HASBROUCK HEIGHTS
ADMINISTRATORS AND SUPERVISORS ASSOCIATION
and the
BOARD OF EDUCATION OF HASBROUCK HEIGHTS
BERGEN COUNTY
July 1, 1994 to June 30, 1995

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PREAMBLE

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 123 P.L. of 1974, this agreement is made and entered into on this first day of July, 1994 by and between the Hasbrouck Heights Board of Education (hereinafter referred to as the "Board") and the Hasbrouck Heights Administrators and Supervisors Association (hereinafter referred to as the "Association").

ARTICLE ONE RECOGNITION

The Board hereby recognizes the Hasbrouck Heights Administrators and Supervisors Association as the exclusive negotiating representatives, as defined under the laws of the State of New Jersey as written in Title 18A of the revised statutes annotated of P.L. of 1968, for the positions herein listed:

Principal of Lincoln School
Principal of Euclid School
Principal of the Junior Senior High School
Vice-Principal of the Junior Senior High School
Director of School and Student Services
Director of Middle Level Program
Child Study Team Chairperson
Subject Matter Supervisors

ARTICLE TWO GRIEVANCE PROCEDURE

- A. Good relations between the Board and Administrators and Supervisors are enhanced when there is an orderly and clearly defined procedure for the consideration and disposition of grievances which may arise between administrators and other supervisors or between Administrators and Board.
- B. A grievance is a claim by a member of the Association or a group of members regarding the interpretation, application or violation of this agreement. Policies or decisions affecting the member or a group of members may also be cause for a grievance. A grievance shall apply only when no other statutory remedy is provided. It is understood that members, including the grievant, will continue under the direction of the Superintendent regardless of the pendency of any grievance until such grievance has been settled.
- C. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. The "Aggrieved Person" is a person or group making the claim of a grievance.

PROCEDURE

Level 1. Any aggrieved person who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the difference.

If the matter is not resolved by this discussion, the aggrieved person shall submit his grievance in writing to the Superintendent. The Superintendent, in turn, will notify aggrieved person of his decision in writing within (5) calendar days after the receipt of the written grievance, on condition that five (5) school days remain before a lengthy recess period. If five (5) school days do not remain, the Superintendent's decision will be submitted within fifteen (15) days.

Level 2. If the aggrieved person is not satisfied with the Superintendent's decision, the grievance may be filed in writing to the President of the Association. The Association will consider the grievance. Within five (5) days after the grievance was received, the Association will notify the aggrieved person if it believes the grievance has merit. If it decides that it does, the grievance will be submitted to the Superintendent in writing appealing the decision. Within (10) days the Superintendent will submit a decision in writing, with supporting reasons, to the aggrieved person and a copy of this decision will be sent to the Association.

If the Association decides that the grievance is without merit, it will so advise the aggrieved person in writing. An aggrieved person whose grievance has been declared without merit by the Association shall not be denied the right to continue the appeal through the next levels. If such an appeal is made by the aggrieved person, it will be without the support of the Association, with any expenses incurred to be born by the aggrieved person.

Level 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, he may request, through the Superintendent, that the grievance be heard by the Board. The Board shall hear the grievance and make a decision at the next regular meeting and inform the aggrieved person, in writing, of its decision.

Level 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, he may request in writing that the grievance be submitted to binding arbitration. The request shall be submitted to the Board and the Association. Within ten (10) days after the receipt of the request. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator.

The arbitrator so selected shall confer with representatives of the Board and the Association, and hold a hearing promptly and shall issue his recommendation no later than twenty (20) days from the date of the close of the hearing. Such recommendation shall be in writing and submitted to the Board and the Association.

The cost of such arbitration shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. RIGHTS OF ASSOCIATION MEMBERS TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. A representative of the Association shall have the right to be present as an observer.

ARTICLE THREE ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association records normally available to the citizens of Hasbrouck Heights. In addition, the Board will provide such other records as mutually agreed upon to assist the Association in its function.
- B. The Association and its representatives shall have the right to use the school buildings for meetings with the approval of the Superintendent or his designated representative. Likewise, the Association shall have the right to use school equipment with the approval of the Superintendent or his designated representative with the understanding that the Association will be responsible for cost of materials and supplies and the repair of damages caused by the Association's use.
- C. Representatives of the Association and other professional organizations invited by the Association shall be permitted to transact official Association business on school property with the approval of the Superintendent of Schools or his designated representative.

ARTICLE FOUR INDIVIDUAL MEMBER'S RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board holding the position listed in article One, hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Administrator or Supervisor in the employment of any rights conferred by Chapter 123, P.L. 1974 or any other laws of New Jersey or Constitution of New Jersey and the United States; that it shall not discriminate against any Administrator or Supervisor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or its

affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under his Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any Administrator or Supervisor such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Administrators and Supervisors hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE FIVE RETIREMENT STIPEND

At retirement, an employee shall receive a payment of \$59 for every accumulated sick day not used. The estate of any employee who dies shall be paid for unused sick leave.

ARTICLE SIX SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedule A, B and C which are attached hereto.
- B. It shall be clearly understood by both parties that these salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment adjustment, and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
 1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
 2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
 3. The Board will not take necessary formal action until a date subsequent to the above meeting.
 4. If the resultant action of the Board is to withhold an increment, it shall within 10 days, give written notice of such action, together with the reasons therefore, to the employee concerned.

This procedure is in accordance with NJSA, Title 18A:29-14.

- C. All members shall be paid in equal semi-monthly installment as set forth in Schedule D.

- D. All members of the Association who are employed for 10 months may individually elect to have any portion of their monthly salary deducted from this pay and deposited to an account in their name in The Central Bergen Teachers Federal Credit Union or the United Jersey Bank. Each employee shall be entitled to change his or her payroll deductions once per contract year.

ARTICLE SEVEN INSURANCE PROTECTION

- A. The Board shall provide the New Jersey State Health Benefit Plan. The Board shall pay the full premium for each employee and 100% family coverage where applicable.
- B. The Board shall provide, at its expense, a full family dental plan as hereinafter described:
1. Blue Cross Blue Shield Dental Plan
 2. Co-Payment - Preventive and Diagnostic: 100%
 3. Remaining Basic Benefits: Crowns, Inlay and Gold: 90/10
 4. Prosthodontic Benefits: 60/40
 5. Orthodontic Benefit: 50/50
 6. Maximum payment per employee per year: \$1500.
 7. Orthodontic Benefit: Maximum benefit of \$1500, which is separate from the \$1500, for Basic Prosthodontic Benefits (Child Only).
- C. The Board shall provide to each employee a description of the health-care insurance coverage under this Article when such literature is made available by the insurance carrier.

ARTICLE EIGHT TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulate leaves of absence with full pay each school year.
1. Two (2) day leave of absence for personal, legal, business, household or family matters which required absence during school hours, but these day may not be taken prior to or immediately following a legal holiday or school vacation. Application to the employee's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal business days will be added to the cumulative sick leave total, as allowed by law.
 2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

3. Up to seven days, including weekends, at any one time in the event of death of any employee's spouse, child or parent. Up to five days, including weekends, at any one time in the event of death of any employee's brother, sister, or grandparent. Up to three days, including weekends, at any one time in the event of death of any employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or cousin, or other member of the immediate household.
4. Time necessary but not to exceed ten (10) working days for persons called into temporary active duty for the unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
5. If required to serve on jury duty, no employee shall suffer any loss of pay. Any remuneration received from service on jury duty shall be returned to the district.

ARTICLE NINE EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange educator or overseas educator, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wounds or sickness at time of discharge.

D. Child Rearing Leave: In the case of a birth or adoption placement of a child or for the care of a pre-school age child, any employee shall be entitled to leave without pay for child rearing purposes.

In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.

Child rearing leave shall be granted for a period of up to the end of the school year in which the leave begins, but such leave shall, upon the request of the employee, be extended for one additional year. Requests for extensions of such leaves must be made at least two (2) months prior to the expiration of the first period thereof.

E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.

F. All extensions or renewals of leaves shall be applied for and granted in writing.

G. All request for leave of or extensions shall be made in writing at least 60 days prior to the desired commencement, except in mutually agreed upon emergencies.

ARTICLE TEN PERSONAL AND ACADEMIC FREEDOM

A. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employees, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do no violate any local, state, or federal law.

ARTICLE ELEVEN MISCELLANEOUS PROVISIONS

A. These provisions apply to both Principals and Supervisors:

1. We believe it is incumbent, as Administrators and Supervisors, to continue to involve faculty members in all appropriate areas. Teachers, Administrators, Supervisors, Board of Education, students and parents all have a vital interest in the total education program; dialogue and discussion should be sine qua non of any decision affecting children or those who work with children. Inherent in this dialogue must be a mutual trust and respect which transcends negotiation in its legalistic sense.

2. The Board of Education will notify the Association, in writing through the Superintendent of Schools, of any items initiated by any group which could change the responsibilities of any principal or supervisor.

3. Any other duties, responsibilities or rights not specifically defined in this agreement will be consistent with those outlined in the job description of the Administrators and Supervisors as mutually determine by the Board and the Association.

4. Members of the Association are entitled to reimbursement for tuition for graduate level college courses taken. The amount of compensation will not exceed the value of six credits at a rate equivalent to that at Montclair State College. The courses studies must deal directly with the individual's professional responsibilities and must be approved by the Superintendent of Schools.

B. The following provisions apply to Principals, High School Vice-Principal and

Middle Level Director only.

1. All Twelve-month Administrators shall be entitled to 15 days of paid sick leave per year. Unused sick days may be accumulated from year to year with no maximum limit.

2. All Administrators' contracts will be of 12 months duration. Vacations will be based upon one calendar month or its equivalent. In the event school duties prevent the taking of the full month in the summer, the unused vacation days may be taken at any time mutually agreeable to the Administrator and the Superintendent of Schools.

3. Administrators are expected to attend meetings of their respective county and state associations. Attendance at national conferences will be on an every other year basis with the Principals of Euclid and Lincoln Schools alternating years. The High School Vice-Principal and Middle Level Director may attend the NASSP Conference on the year that the High School Principal does not attend. If a principal opts not to go in his assigned year, he then forfeits his turn. In his place the other principal may opt to attend the conference without losing priority for the following year. Expenses not to exceed \$1100 per conference will be reimbursed to each Administrator attending.

4. Professional dues for membership in the following associations will be paid by the Board of Education.

- * National Association of Secondary School Principals
- * National Association of Elementary School Principals
- * New Jersey Principals and Supervisors Association
- * Association for Supervisor and Curriculum Development
- * New Jersey Association for Supervision and Curriculum Development
- *Bergen County Secondary School Principals & Supervisors Association
- *Bergen County Elementary & Middle School Administrators Association

C. The following provisions apply only to Supervisors.

1. Any Supervisor holding a doctorate in the field in which he/she is supervising will receive an additional stipend of \$1517 which will be added to their annual salary.

2. Any Supervisor holding a Masters Degree in the field he/she is supervising will receive an additional stipend of \$630 which will be added to their annual salary. In order to qualify, individuals must have a Masters Degree in specialized fields directly related to a major part or their daily teaching or supervising responsibility. This payment shall not apply to any individual who qualifies to receive compensation at the doctorate degree level. The Superintendent of Schools shall be responsible for determining the qualifications of teachers for Master-In-Field benefits.

3. All ten-month Supervisors shall be entitled to 13 sick days each school year as of the first official day of said year. Unused sick leave days shall be

accumulated from year to year with no maximum limit. Supervisors shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

4. Professional dues for membership in the following associations will be paid by the Board of Education.

New Jersey Principal and Supervisors Association
National Association of Secondary Principals or
National Association of Elementary School Principals
Association of Supervision and Curriculum Development
New Jersey Association for Supervisors and Curriculum Development

5. As professionals, Supervisors are expected to devote to their assignments the time necessary to meet their responsibilities, and they shall not be required to "clock in and clock out" by hours and minutes. Supervisors shall indicate their presence by placing a check mark in the appropriate place in the faculty "sign-in" book.

6. The required arrival and departure time for all Supervisors shall be at least ten (10) minutes before the students arrival time and no less than fifteen (15) minutes after the scheduled departure of students.

7. Any Supervisor who is requested by his principal or the Superintendent to work beyond his regular contract year shall be compensated at his/her regular rate of pay pro-rated for the time worked.

8. Supervisors authorized by the Superintendent of Schools to work after the termination of the school day involving curricula development activities shall be compensated at the rate of \$22.00 per hour.

9. Supervisors in the High School building shall have a duty free lunch equal to a student class period.

10. Supervisors may leave the building without requesting permission during their scheduled duty-free lunch period.

11. Supervisors shall have the opportunity to suggest items for the agenda of any faculty meeting.

12. In those cases where regular substitutes are not available, Supervisors may be used as substitutes during their non-teaching time. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible within the areas of certification of the absent teachers and those who substitute for them.

13. Supervisors shall be permitted to drive students to activities which take place away from school buildings. A Supervisor may do so, however, with the advance approval of the Superintendent and in accordance with Board Policy. He shall be compensated at the rate of \$17.00 per trip.

SCHEDULE A

ADMINISTRATIVE SALARY GUIDE

1994-1995

<u>Step</u> <u>Level</u>	<u>High School Principal</u>	<u>Elementary School Principals, Middle</u> <u>Director, High School Vice-Principal</u>
1	81,443	75,028
2	83,479	76,904
3	85,566	78,826
4	87,706	80,797

Longevity - \$1,010 for twenty (20) years experience in education.

Principal Longevity - \$3,200 for more than twenty-one (21) years experience as a principal in the Hasbrouck Heights School District. (1991-92 school year only)

**SCHEDULE B
SUPERVISORS' SALARY GUIDE 10 MONTH**

1994-1995

<u>Step</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	50,405	51,702	55,025
2	52,924	54,286	57,777
3	55,571	57,001	60,665
4	58,349	59,852	63,698
5	61,267	62,844	66,884
6	64,331	65,986	70,228

Doctorate 1,517, Masters in Field 630, Longevity (20 yrs) 1,010

**SCHEDULE B
SUPERVISORS' SALARY GUIDE 12 MONTH**

1994-1995

<u>Step</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	55,445	56,872	60,528
2	58,217	59,715	63,554
3	61,128	62,701	66,732
4	64,184	65,837	70,068
5	67,394	69,129	73,442
6	70,764	72,585	77,250

Doctorate 1,517, Masters in Field 630, Longevity (20 yrs) 1,010

**SCHEDULE C
ATHLETIC DIRECTORS' GUIDE**

Step 1994-95

1	6,275
2	6,495
3	6,722
4	6,957
5	7,201

SCHEDULE D
1994-1995
HASBROUCK HEIGHTS BOARD OF EDUCATION
PAY SCHEDULE

September	15	29
October	13	30
November	15	30
December	15	22
January	15	30
February	15	29
March	15	29
April	15	30
May	15	30
June	14	Last day of School

ARTICLE TWELVE
MUTUALITY OF OBLIGATION

A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1995, subject to the Associations' right to negotiate a successor agreement. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

**HASBROUCK HEIGHTS ADMINISTRATORS AND
SUPERVISORS ASSOCIATION**

By: _____
President

By: _____ Secretary

HASBROUCK HEIGHTS BOARD OF EDUCATION

By:  _____
President

By: _____
School Business Administrator

Date of Signing: _____