AGREEMENT BETWEEN

THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL ADMINISTRATORS ASSOCIATION

&

THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL BOARD OF EDUCATION

July 1, 2021 through June 30, 2024

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PREAMBLE

THIS AGREEMENT is made and entered into on this ____ day of _____, 2021, BETWEEN THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL BOARD OF EDUCATION, HUNTERDON COUNTY, NEW JERSEY, hereafter the "Board"; AND THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL ADMINISTRATORS ASSOCIATION, hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of the appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission.

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I RECOGNITION

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being recognized majority representative of the unit of the Board's employees consisting of the following personnel employed by the Board:

Department Supervisors
Vice Principals
Supervisor of Athletics
Supervisor of Counseling
Supervisor of Technology

When used in this Agreement the terms "employee," "administrator," or 'unit member" shall refer to all personnel in the above-specified positions.

Individuals employed as temporary replacement administrators for a minimum of sixty (60) calendar days shall not be placed on a higher step than any administrator currently employed with the same number of years of administrative experience.

ARTICLE II GRIEVANCE AND NEGOTIATIONS PROCEDURES

A. <u>Grievance Procedures:</u>

Since the Board of Education must rely primarily upon the administration to carry out the Board policies and to see to the orderly and efficient operation of the school, the Board believes a quick decisive method for settling grievances and addressing problems of disharmony and/or confusion is a vital necessity. The Board believes also that it is in the ultimate best interests of all parties to this Agreement to settle such problems in-house, since no third party, whatever qualifications and faculties are brought to bear, can hope to understand Hunterdon Central Regional High School policies and procedures, immediate and final objectives, or to know Hunterdon Central Regional High School personnel better than we ourselves.

In this spirit, the Board supports the following grievance procedures:

- The purpose of this procedure is to provide an orderly internal mechanism for the settlement of grievances.
- 2. <u>Definitions:</u>
 - a. A "grievance" is a claim by an employee or the Association that there has been a violation of the Agreement or of Board actions in the interpretation

or application thereof with respect to said employee or Association, hereinafter call the "aggrieved."

- b. The aggrieved is the person or persons making a complaint.
- A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days from the date of the occurrence under complaint. Failure to initiate a grievance within thirty (30) calendar days or to process the grievance to the next step of the procedure within the specified time limits shall be deemed to be acceptance of the decision rendered below.

4. <u>Procedures:</u>

Step One:

- An employee having a grievance shall discuss it with his/her immediate supervisor within fifteen (15) calendar days. A written record of this discussion, signed by both parties, shall be made and filed.
- b. If such grievance is not resolved within seven (7) calendar days, the aggrieved may refer it, in written form, to the Superintendent.

Step Two:

If a grievance is not resolved by the Superintendent of Schools within the fourteen (14) calendar days after the presentation of the grievance, the aggrieved may, within seven (7) calendar days thereafter, refer the grievance, in written form, to the Board.

Step Three:

Within thirty (30) calendar days or at a date that is mutually agreeable to both parties after receipt of the grievance, the Board or the Human Resource Committee thereof, shall hold a hearing in Executive Session. Both the aggrieved and the Superintendent of Schools may be present at such hearing. The Board will issue a written decision within seven (7) calendar days after the hearing. This decision may be the recommendation of the Human Resource Committee, or, for more serious problems, the finding of the Board acting as a Committee of the whole. If the grievance is first reviewed and acted upon by the Human Resource Committee, the grievant may submit a final appeal to the Board of Education.

Step Four:

- a. If the grievance cannot be resolved at Step Three, the Board of Education and the Association agree to accept binding arbitration as conducted under the guidelines of the New Jersey Public Employment Relations Commission, with findings of the binding arbitration being legally binding for all parties. The Board and the Association shall have the right to refer the decision of the Board of Education to binding arbitration by written notice to the other party within ten (10) school days of receipt of the written decision of the Board. The New Jersey Public Employment Relations Commission shall be the agency used in selecting arbitration and in the arbitration procedures.
- b. This arbitrator, in making the award, shall be limited to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not alter any part of the Agreement between the Board of Education and the Association or any policy of the Board.
- c. The decision of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representative(s) shall be given copies of the

arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's award.

- d. The expenses and salary for the services of the arbitrator shall be shared equally by the Board and the Association.
- All meetings and hearings under the grievance procedures outlined in the four (4) levels in this Article of the Agreement shall not be conducted in public unless so desired by the aggrieved. The Board and the aggrieved and his/her representatives shall mutually respect confidences regarding public disclosure of the nature of the grievance through all levels of this process. This constitutes the final phase of the grievance procedure.

B. Negotiations Procedures

- 1. The Parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et. seq., as amended) in a good faith effort to reach agreement on all matters concerning the terms and conditions of negotiation unit members' employment. Such negotiations shall not begin prior to January 1st but not later than January 31st of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed and be submitted to the Board and the Association for ratification.
- 2. During negotiations, the Board and the Association shall present all relevant data, exchange points of view, and make proposals and counter-proposals.
- 3. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- 4. Representatives of the Board and the Association's Negotiating Committee shall meet when necessary as determined by either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- 5. Each party shall submit to the other, at least (3) three days prior to the meeting, an agenda covering matters they wish to discuss, unless another method is agreed to.
- 6. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned instructional responsibilities, unless otherwise agreed.
- 7. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, and be adopted by the Board and the Association.
- 8. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.
- The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- 10. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. 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.

11. 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.

ARTICLE III PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of an employee is within the appropriate concern or attention of the Board only when it interferes with the employee's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that employees will be entitled to full rights of citizenship and no religious, civic or political activities of any employee outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the employment of such employee, providing they do not violate the Constitution of the United States.
- C. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of this Agreement contrary to both federal and state laws on discrimination.
- D. 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 provisions or applications shall continue in full force and effect.

ARTICLE IV WORK YEAR, CALENDAR AND DAY

- A. The school year calendars for the term of this Contract shall be established in accordance with Board Policy.
- B. The work year shall be defined as twelve (12) months.
- C. Work days shall be defined by the calendar approved by the board. Work days include all days school is in session during the school year and all weekdays during the summer except the Independence Day holiday.
- D. The Board and the HCRHSAA recognize that an administrator's duties require hours beyond the instructional day for students and the contractual day for staff at certain times of the year and; therefore, that an administrator, with the approval of his/her supervisor shall adjust his/her work schedule accordingly. Such activities are considered part of an administrator's normal responsibilities and are not subject to special compensation.

As the needs of the district change, these duties will be discussed with the membership to develop mutually agreeable solutions and may include comparable flexibility around time and duty offsets. The HCRHSAA leadership will engage in regular meetings with the superintendent to assess the effectiveness of these principles.

ARTICLE V VACATION

- A. Administrators who begin their employment with the District on or after July 1, 2021 will earn two vacation days per month during their first year of employment up to twenty-three (23) days with a prorated portion for less than a full year. The pro-ration shall be two (2) days per month to a maximum of twenty-three (23) days. Full credit will be given for partial months. Vacation days earned in any contract year will be available for use on July 1 of the next contract year. However, during the first year administrators may borrow against earned days with approval of the superintendent.
- B. Eligibility will be computed and communicated to membership as of July 1 of each year.
- C. Administrators may carry over unused vacation days from one year to the next, however the total number of accumulated days may not exceed thirty-eight (38) days at any time.
- D. In the final year of employment at Hunterdon Central, employees continue to earn two vacation days per month during that final year of employment up to twenty-three (23) days with a prorated portion for less than a full year. The pro-ration shall be two (2) days per month to a maximum of twenty-three (23) days. Full credit will be given for partial months.
- E. Upon leaving Hunterdon Central Regional High School, any employee who has unused yearly vacation days due him/her will be paid such days at their regular rate of pay. The per diem rate will be calculated at 1/260th of the unit member's current annual salary. (Annual salary includes base salary, graduate credit compensation and longevity compensation as defined in Article XV of this agreement.)
- F. The maximum number of vacation days for which an employee can be compensated is 23 days.
- G. All requests for the use of more than two (2) consecutive vacation days during the school year shall be subject to the approval of the Superintendent or designee. A reply to a request for vacation shall be received within five (5) working days of the request. A maximum of two vacation days can be used during the two weeks prior to the opening of school.

ARTICLE VI SICK LEAVE

- A. All employees of the Hunterdon Central Regional High School Administrators Association shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that date.
- B. Non-accumulative additional sick leave benefits shall be allowed to employees in their first three years of employment according to the following schedule:

First Year: Second Year: Third Year: twenty (20) days; fifteen (15) days; ten (10) days.

- C. The thirteen (13) annual accumulated sick leave days shall be used before non-accumulated sick leave days.
- D. The Board of Education reserves the right to require a certificate from a doctor in any case where a school employee is absent for three (3) or more consecutive days.
- E. A maximum of twenty-five (25) sick days earned at the unit member's prior place of educational employment will be recorded as non-accumulative sick days; to be available for use should accumulated sick days accrued during employment at Hunterdon Central Regional High School be exhausted.

ARTICLE VII TEMPORARY LEAVES OF ABSENCE

Hunterdon Central Regional High School Administrators Association employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year in addition to any sick leave to which the employee is entitled.

A. Two (2) days leave of absence for personal business, or family matters which require absence during school hours. Application to the immediate supervisor for personal leave shall be made at least five (5) days before taking such leave (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. It is understood that such personal leave excludes vacations, household and other routine matters, which could otherwise be equally satisfactorily performed on days when school is not in session. Personal days accumulate from year to year, but no more than three (3) personal days may be taken in one school year (July – June).

<u>During any contract year where HCRHS operates a four day summer work week during the months of July and August,</u> Hunterdon Central Regional High School Administrators Association employees shall be entitled to carry over up to 10 vacation days into the subsequent contract year.

The Human Resources Office will provide data for each unit member on the number of unused vacation days and unused personal days as of June 30 of the current contract year. By July 15 of the next contract year, the Human Resources Office will confirm the carryover of a maximum of seven (7) unused vacation days and all unused personal days in writing to the unit member.

- B. The Board recognizes the value of school visitations and attendance at meetings or conferences of an educational nature, and encourages members of the administrative and supervisory staff to participate in those visitations, meetings and/or conferences which can contribute to the program within the school. Adequate notice shall be given to the immediate supervisor.
- C. Adequate time to attend conferences and conventions of state and national professional organizations. Application to the immediate supervisor for such leave shall be made at least (5) days before taking such leave.
- D. Time necessary for appearances in any legal proceeding, connected with employment or with the school system if the employee is required by law to attend.
- E. The Board shall grant two (2) days leave of absence as family illness days.
- F. Funeral Days: Up to five (5) days at any one time within ten (10) school days after the death of an employee's spouse, domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, or any other member of the immediate household. In all other cases, one (1) day shall be granted unless a longer leave, based on extenuating circumstances, is approved by the Superintendent. Immediate household is defined as the permanent legal residence where the immediate household members live on a continuing basis.
- G. Days for which applications may be made at the end of a school year and/or the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held. To be effective said application must be approved by the Superintendent.
- H. The Board shall grant time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the US Reserves of the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any which he/she received from the state or federal government.
- Other leaves of absence with pay or without pay may be granted by the Board for any good reason, and extension or renewals or leaves shall be granted if approved by the Superintendent.

ARTICLE VIII EXTENDED LEAVES OF ABSENCE

- A. 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 teacher or overseas teacher, and is a full-time participant in either such programs or accepts a Fulbright Scholarship.
- B. An employee may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- 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 induction or initial enlistment.
- D. 1. Any employee shall apply for a child-rearing leave as soon as a pregnancy is medically confirmed and said leave shall be granted. Accumulated and non-accumulated sick days may be used during a maternity leave with appropriate medical documentation.

An employee, upon return to employment, shall be advanced on the salary schedule on July 1 for that position which he/she occupied when applying for the child-rearing leave of absence if that employee returns to work by January 1. A child-rearing leave shall not exceed more than two (2) years after the start of the leave. Return from child rearing shall occur only at the beginning of a semester or school year.

- Any employee adopting a child shall receive leave without pay which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption, not to exceed a period of two (2) years. At the employee's request an employee on leave shall be placed on the substitute list of the Hunterdon Central Regional High School district. If the leave exceeds one (1) month, the return to employment must coincide with the beginning of a school year.
- For the purposes of this Agreement, disability leave is defined by State of New Jersey regulations. Child-rearing leave for tenured members of the Association does not include leave with salary or benefits.
- E. 1. Upon return from leave granted pursuant to Section A, B, or C of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave he/she would have achieved if he/she had not been absent, provided, however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. However, credit on the salary schedule for leaves taken pursuant to Section C of this Article shall be limited to a maximum of four (4) years. Upon return from leaves granted pursuant to Sections A, B, or C of this Article, the salary increment received by the employee, "Value of leave," shall be determined by the following criteria:
 - Demonstrated acquisition of new knowledge and/or skills consistent with the employee's current job description, and
 - b. Completion of a plan by the employee for use of new knowledge and/or skills at Hunterdon Central Regional High School.
 - 2. All benefits to which an employee was entitled to at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon return, and he/she shall be assigned to a position on the same basis as if he/she had been employed by the Board during the period of his/her absence.
- F. All extensions or renewals of leaves shall be applied for in writing to the Superintendent within sixty (60) days prior to the expiration of such leave. The Superintendent will submit requests of applications for extensions or renewals of leave to the Board of Education within thirty (30) calendar days of receipt. Responses to requests for extensions or renewals of leaves shall be received by the applicant no later than ten (10) days after the next Board of Education meeting.

ARTICLE IX SABBATICAL LEAVE

It is the policy of the Board of Education to consider sabbatical leave requests from employees for study and/or other valid reasons.

- A. The Board and the Association agree to establish jointly a Committee on Sabbatical Leaves, which shall consider and recommend applications and requests for sabbatical. This Committee on Sabbatical Leaves, hereinafter referred to in this Article as "the Committee' shall consist of three (3) members appointed by the Superintendent, and three (3) members appointed by the Association President. A unit member serving on the Committee on Sabbatical Leaves may not be a candidate for sabbatical leave and make appropriate recommendations to the Board with regard to those applications, including salary and the duration of the leave.
- B. An administrator on sabbatical leave shall be considered a regular and fully employed administrator in the Hunterdon Central Regional High School District, and as such, shall be entitled to all rights, privileges, and benefits pertaining thereto.
- C. An administrator on leave shall be paid sixty percent (60%) of his/her salary for a 12 month sabbatical. An administrator on a 6 month sabbatical, 3 month sabbatical or 15 work day sabbatical shall be paid full salary.
 - 1. In addition to 12 month, six month and three month sabbatical leaves, a unit member can apply for one sabbatical leave encompassing fifteen (15) work days during the period of July 1 through August 31 expressly for the purpose of coursework counting towards a doctoral degree.
 - 2. One additional sabbatical leave consisting of 15 work days during the period from July 1 through August 31 for the purpose of approved graduate coursework may be recommended by the Committee on Sabbatical Leaves in the event that no unit members are granted 12 month, 6 month and/or 3 month sabbatical leaves by the Board of Education for any one contract year.
- D. A sabbatical leave may be granted to an administrator by the Board for study in school administration and subject area(s) based upon the following conditions:
 - When the applicant meets the criteria outlined in this policy, including a plan for managing supervisory services, a sabbatical leave may be granted to a maximum of one administrator.
 - Individuals who wish to apply for administrative sabbatical leave must submit their requests in writing to the Superintendent not later than November 1 of the academic year prior to the year for which the sabbatical is requested.
 - The Superintendent will deliver the request to the Committee on Sabbatical Leaves before November 15 of the academic year prior to the year for which the sabbatical is requested.
 - 4. a. The Committee on Sabbatical Leaves will make its recommendations to the Board of Education prior to the January Board meeting of the academic year in which the request is made.
 - b. The Chairperson of the Committee on Sabbatical Leaves will notify the applicants of the outcome by March 1 of the academic year in which the request is made.
 - In making its decision the Committee on Sabbatical Leaves shall be guided by, and the applicant's request should include, the following matters:
 - a. the nature of the purpose of the leave,
 - b. the duration of the leave,
 - c. the date of the applicant's most recent sabbatical, if applicable, and
 - d. the benefit of the sabbatical leave to the school district.

- 6. The Committee on Sabbatical Leaves shall not regard any one of the above enumerated criteria as a mandatory requirement for sabbatical leave, but, rather each application shall be considered on the basis of its own merit.
- 7. An administrator on a sabbatical leave shall be obligated to continue his/her employment with the district for a period of two (2) years following the leave or repay the Board for the salary received while on sabbatical leave. This clause shall be waived in the event of an unanticipated retirement for health reasons, disability, military leave, or other reasons acceptable to the Board.
- 8. Upon completing the sabbatical, the recipient shall make a written report to the Board of Education which details the value of the sabbatical to (1) personal growth and (2) school improvement, and which provides a plan for sharing of the report's content with the faculty and staff of the school. The written report and the approved proposal shall be deposited in the Instructional Media Center and if requested, the administrator will make an oral presentation to the Board of Education regarding the value of the sabbatical.
- 9. Individuals who find it necessary to terminate their sabbaticals for any reason before the normal date of expiration must notify the Superintendent and the members of the Committee on Sabbatical Leaves immediately. If for any reason the recipient of a sabbatical leave must terminate the sabbatical leave within a period beginning ninety (90) days prior to the sabbatical period and continuing to seven (7) days prior to the commencement of the sabbatical, the second ranking applicant will be considered by the Board for sabbatical with a mutually-agreed-upon date at a salary comparable to the salary status of the applicant, had he/she been accepted as the number one ranking applicant.

ARTICLE X PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

In our rapidly changing society, administrators must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for upgrading and updating of administrative and supervisory staff performance. The Board and the Association support the principle of continuing training of administrative staff and the improvement of instruction.

A. To work toward the ends stated above, the Board agrees to establish a procedure by which employees may appeal decisions on authorization to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions. Within ten (10) days after signing the Agreement, the Superintendent and President of the Association shall each appoint two (2) persons to a committee, selecting a Chairperson, who shall be a voting member, among themselves to reach these ends. The Superintendent and the President of the Association may, from time to time, replace committee members appointed by them.

B. <u>Educational Expenses</u>

- 1. All graduate coursework for which the school district is expected to make payment must be approved in advance of any type of commitment by the school district Superintendent, subject to appeal pursuant to Section A of this Article.
- 2. Tuition reimbursement will be paid at a maximum rate of \$739.00 per credit, with a total dollar cap for the payment of tuition for all members in a sum of \$30,000 per year for each of the three years of this contract. Funds not expended shall revert back to the Board.
- Reimbursement will be made by the Board of Education upon submission by the administrator to the Superintendent of receipts for payment from the accredited academic institution. Payment will be made following submission by the employee of evidence that the course has been satisfactorily completed and a passing grade received. To be considered passing, a grade must be accepted toward graduate credit by the college attended.

- 4. For employees, the Board of Education will pay the tuition for a maximum of twelve (12) graduate credits within one (1) year, non-accumulative. Employees on sabbatical leave shall be paid the tuition for all courses that are in field and in excess of a maximum of twelve (12) credits. Whether or not courses are in the field shall be determined by the Superintendent.
- In the case of employees who are not under tenure in the district the Board of Education will reimburse for tuition to a maximum of nine (9) graduate credits within one (1) year, non-accumulative.
- 6. For employees who have achieved tenure in the district and are promoted to positions represented by Hunterdon Central Regional High School Administrators Association, the Board of Education will reimburse for tuition to a maximum of twelve (12) graduate credits within one (1) year, non-accumulative. An employee who has achieved tenure in the district prior to being represented by the Association is considered to be under tenure as of the first (1st) day of the third year of employment.
- 7. A year is defined as July 1st of one year to June 30th of the following year.
- 8. Employees must continue their employment for a period of one (1) year from the end date of any coursework for which tuition reimbursement was received for courses beginning prior to July 1, 2018. Employees must continue their employment for a period of two (2) years from the end date of any coursework for which tuition reimbursement was received for courses beginning on or after July 1, 2018. Any employee who voluntarily leaves employment before the required employment period ends must refund the Board the amount of tuition reimbursement received.

C. <u>Professional Development</u>

- 1. The Board shall appropriate \$1,533 per employee per year in each of the three years of this agreement for use in the professional development of employees. An employee may apply any unused professional development funds toward any unreimbursed tuition reimbursement provided under Article X, B in the same fiscal year. Expense reimbursements will only be made pursuant to State law.
- In the event the funds specified above are not fully expended, the remaining funds shall revert to the Board.

ARTICLE XI INSURANCE PROTECTION

- A. The Board will provide individual, two adult, parent/children, and full family health care insurance coverage as provided by the New Jersey School Employees Health Benefits Program. Health care insurance plans will provide coverage equal to or greater than the current benefit level of coverage. The parties agree that employees will contribute towards their health insurance premiums, consistent with the Exhibit B of this Agreement, which represents the prior "Tier IV" contribution amounts as were established under Chapter 78, for their selected level of medical, prescription, and dental coverage. Employees opting for medical and prescription plans offered in Ch. 44 P.L. 2020 shall contribute in accordance with that law for medical and prescription coverage, and shall pay the Chapter 78 Year 4 rate for dental coverage.
- B. Employees hired 7/1/2020 or later who qualify for health benefits coverage shall be eligible only for the medical and prescription plans offered in Ch. 44 P.L. 2020, shall contribute in accordance with that law for medical and prescription coverage, and shall pay the Chapter 78 Year 4 rate for dental coverage.

Employees hired 7/1/2020 or later will be eligible for individual, two adult, parent/children, and full family prescription coverage in accordance with Ch. 44 P.L. 2020.

For employees hired prior to 7/1/2020 who are participating in an Open Access Plan, the Board will provide individual, two adult, parent/children, and full family prescription insurance coverage as provided by the Schools Insurance Health Fund equal to or greater than the current level of coverage. These employees will participate in the Generics First "Step Therapy" Program. The prescription plan includes the following:

Retail co-pays for up to a 30 (thirty) day supply will be as follows:

Generic \$10 Preferred Brand \$25 Non-Preferred Brand \$50

Mail Order for up to a 90 (ninety) day supply will be two (2) 2 (two) times the retail co-pay for the class of prescription ordered.

This plan covers all prescribed self-administered oral and non-oral contraceptives, including the patch, Nuva Ring, and Depo-Provera.

- C. Employees hired prior to 7/1/2020 New-hires will be eligible for full coverage under Direct Open Access 15 or its equivalent and must stay with that plan, or a lower cost plan, for five (5) years. However, they will be able to "buy-up" to Direct Open Access 10 or its equivalent prior to five (5) years of employment if they wish, but they will be solely responsible to pay the difference in premium.
- D. The Board agrees to provide family, two adult, parent/children, and single dental coverage including preventive and diagnostic at the current level of coverage or coverage substantially similar to the current level of coverage.
- E. Employees may waive coverage under the medical/prescription plan and/or the dental plan in return for a taxable payment as follows:

Medical/Prescription Waiver

\$5,000 (five thousand dollars) Family \$4,000 (four thousand dollars) Two Adult \$3,000 (three thousand dollars) Parent/Children \$2,000 (two thousand dollars) Single

Dental Waiver

\$300 (three hundred dollars) Family \$200 (two hundred dollars) Two Adult \$200 (two hundred dollars) Parent/Children \$100 (one hundred dollars) Single

- F. Medical, prescription, and dental benefits provided under this article will end on the last day of employment with the exception of non-renewals and terminations. Health benefits end on June 30 for non-renewals and will be determined, on an individual basis, by the Superintendent for terminations.
- G. The Board will provide the co-pay for the New Jersey State Disability Insurance Plan. Employees contribute through a payroll deduction as required by law.
- H. Unit members may participate in an optional IRS 125 Flexible Spending Plan (FSP). Annual maximum contributions will align with IRS maximums. Monies deposited into an employee individual FSP account that are not expended by the end of the benefits year would revert to the Board of Education and cannot be rolled over into the next benefit year. The Board of Education will pay the cost of administering and operating these flexible savings plans.
- I. All benefits identified in Article XI, which have accrued to the deceased employee at the time of death, shall be paid to the employee's estate and/or employee's designated survivors as permitted by law.

ARTICLE XII BOARD'S RIGHTS

The Board and the Association agree that except as modified by law and the Agreement, the Board of Education has the right:

- 1. To direct employees of the school district;
- 2. To hire, assign, retain or discharge employees of the school district;
- 3. To maintain efficiency of the school district operation entrusted to it; and
- To determine methods, means, and personnel by which such operations are to be conducted.

ARTICLE XIII RETIREMENT BENEFIT PROGRAM

The Board agrees to implement a Retirement Benefit Program.

A. Eligibility

All full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the District and who have provided verification of retirement into the Teachers' Pension and Annuity Fund (TPAF) system are eligible for retirement benefits as stated in this Article.

B. Exceptions

No employees shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months' work.

C. Benefit

Each eligible employee shall receive a retirement benefit of one (1) day's salary (a benefit day) for each three (3) days of accumulated unused sick leave but not to exceed - sixty-five (65) benefit days.

Each eligible employee shall receive a retirement benefit of one (1) day's salary (a benefit day) for each two (2) days of accumulated unused personal leave.

The daily rate will be computed at 1/260th of the unit member's current annual salary

- D. Retirement benefit for employees who had accumulated at least 40 unused sick days as of June 30, 2013:
 - 1. Payment for unused sick days will be calculated at 1/216 of the current salary up to the number of days established in Exhibit C. All sick days beyond those captured in Exhibit C will be calculated at 1/260 of the current salary.
 - 2. Payment for unused personal days will be calculated at 1/216 of the current salary up to the number of days established in Exhibit C. All personal days beyond those captured in Exhibit C will be calculated at 1/260 of the current salary.
- E. Retirement benefit payments shall be made in a lump sum on the first payroll date of the month following the date of retirement or, at the employee's option, on the first payroll date in January following the unit member's retirement. Such payment shall be in addition to such annual salary for the year in which he/she terminates.
- F. The Board will work with the unit member to deposit retirement payments into an investment account of the unit member's choice subject to applicable state and federal laws.

G. Accumulation Date

The effective starting date for accounting accumulated unused sick leave is July 1, 1956.

- H. Pursuant to NJSA 18:30-3.6, employees hired after May 21, 2010, are limited to a maximum retirement payment of \$15,000 for unused sick leave.
- I. This Article is subject to change by reason of changes in the law, and it is expressly understood will be applied in accordance with the law.
- J. All benefits accrued in Article XIII, which are accrued to the deceased employee at the time of death, shall be paid to the employee's estate and/or employee's designated survivors. This benefit only applies to employees with 10 or more years' service to the district.

ARTICLE XIV MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association Policy.
- B. Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- D. 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 by letter at the following addresses:
 - If by the Board to the Association:
 President
 Hunterdon Central Regional High School Administration Association
 Hunterdon Central Regional High School
 84 Route 31
 Flemington, New Jersey 08822
 - 2. If by the Association to the Board:
 Secretary Board of Education
 Hunterdon Central Regional High School
 84 Route 31
 Flemington, New Jersey 08822
- E. Every effort will be made to see that all unit members will not be required to teach classes because of the heavy demands of the job and the demands upon their time.
- F. The Board, in recognizing the importance of professional educational affiliations, will pay for such professional dues and extended legal support in an amount not to exceed \$1,200 annually for each unit member.

ARTICLE XV COMPENSATION

A. Compensation

The salary guides will be adjusted to provide 3.0% (2021-2022), 3.0% (2022-2023), and 3.0% (2023-2024) increases on the total base salary scattergram per year, and will be mutually agreeable.

- Unit members will be compensated according to the salary guide structure noted in Exhibit
 A during the three years of the negotiated agreement.
- 2. Unit members actively employed as of January 1 of a calendar year will be eligible for salary guide advancements at July 1 of that same calendar year.
- 3. Compensation will also be included in base salary for unit members based upon attainment of graduate credits per the compensation schedule shown here. Only graduate credits, as permitted by State law, will be recognized toward guide adjustments. This compensation is in addition to increments displayed in the salary guide.

Type	2021-2022	2022-2023	2023-2024
MA+15	\$1620	\$1620	\$1620
MA+30	\$2930	\$2930	\$2930
MA+45	\$4240	\$4240	\$4240
Doctoral	\$5725	\$5725	\$5725

- 4. Administrators' compensation for the length of this negotiated agreement is an attachment to this agreement. Adjustments to unit member compensation based upon the attainment of graduate credit will be made as follows: if the unit member attains sufficient graduate credits to receive additional compensation as noted in Section A.3, and documentation of these graduate credits being completed is provided to the Human Resources office and verified prior to November 1 and February 1 of a given contract year, the unit member will receive a pro-rated amount of the additional compensation. Beginning July 1 of the next contract year, the unit member will receive the full additional compensation as noted in Section A.3.
- Each unit member hired prior to July 1, 2018, will receive annual longevity of services compensation added to their pensionable base salary based upon years of administrative service in the Hunterdon Central Regional High School District. The longevity compensation chart tiers represent the total longevity amount to be paid each unit member. In prior agreements, the initial provision of longevity compensation was the dollar amount for the tier representing their current length of administrative service in the district plus the accumulated dollars from all prior tiers.

The following schedule will be used for all members hired prior to July 1, 2018, with the exception of Richard Schneebeli, who will receive longevity compensation of \$10,100.

Years	2021-2022	2022-2023	2023-2024
Experience	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
7-9	\$650	\$650	\$650
10-12	\$1,550	\$1,550	\$1,550
13-15	\$2,800	\$2,800	\$2,800
16-18	\$4,275	\$4,275	\$4,275
19-21	\$6,400	\$6,400	\$6,400

Unit members who were hired prior to January 1 of a given contract year will receive a 50% pro-ration of their longevity compensation during that contract year, and receive full compensation for that longevity tier beginning on July 1 of the subsequent contract year.

B. The Board will establish and maintain individual 401A annuity accounts for each unit member. After either five (5) years of administrative service in the district or upon retirement into the TPAF retirement system, accounts will be accessible to unit members and each member will have sole ownership of their individual 401A account. The schedule of payments into their tax deferred account will be structured according to the schedule shown below, and will commence upon signing of this contract or on the date of hire for new employees.

Payments into individual 401A annuity accounts will be made in June of each fiscal year according to the following schedules. Individual unit members will determine how the contributions will be invested.

Unit Member:	2021-2022	2022-2023	2023-2024
Not on tenure	\$1750	\$1850	\$1950
On tenure	\$2000	\$2100	\$2200
5 years of service	\$2250	\$2350	\$2450
10 years of service	\$2500	\$2600	\$2700
15 years of service	\$2750	\$2850	\$2950
20 years of service	\$3000	\$3100	\$3200

Payment by the Board of Education into individual 401A Annuity accounts for unit members is based solely on administrative service within the district. Payments will be made based upon years of administrative service completed prior to the year of the contribution. The contribution amount will be prorated for any member terminating employment with at least six (6) months of service for the year. Members with less than six (6) months of service for the year will not receive any contribution for that year.

ARTICLE XVI CO/EXTRA CURRICULAR POSITIONS

The Board of Education and the Association agree that in cases where members of the Hunterdon Central Regional High School Educational Association are not hired for paid co-curricular and paid extra-curricular positions posted by the district, that unit members will have the right to apply for paid co-curricular and paid extra-curricular positions before the district accepts applications from individuals not employed by the Board of Education.

ARTICLE XVII DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2024.

Negotiations on a successor Agreement, as provided in Article II, shall commence no later than the date established by the Public Employment Relations Commission. Discussions on the general operation of Hunterdon Central Regional High School are appropriate at any time.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

Hunterdon Central Regional High School Administrators Association	Hunterdon Central Regional High School Board of Education
By:	By:
President Date: 6/24/202/	President (b/21/2021
Date.	Date.
By: Keleaco Du Cus Secretary	By: Mmlyn Coultin Secretary
Date: 6 /27 /21	Date: $6/21/2021$

Exhibit A Supervisor Salary Guide

<u>Step</u>	<u>21-22</u> Salary*	<u>22-23</u> Salary	<u>23-24</u> Salary
1	\$ 110,423	\$ 112,631	\$ 114,765
2	\$ 113,423	\$ 115,324	\$ 118,262
3	\$ 117,181	\$ 119,531	\$ 121,564
4	\$ 121,024	\$ 123,180	\$ 125,162
5	\$ 124,868	\$ 126,911	\$ 128,811
6	\$ 128,926	\$ 130,643	\$ 132,542
7	\$ 132,985	\$ 134,583	\$ 136,274
8	\$ 137,367	\$ 138,524	\$ 140,214
9	\$ 141,209	\$ 142,777	\$ 144,155
10	\$ 145,051	\$ 146,507	\$ 148,407

^{*} Members who were on Step 8 of the guide in 2020-2021 will move to Step 10 of the guide in 2021-2022.

Exhibit B
Health Benefits Contribution Rates

Salary Minimum	Salary Maximum	Family Coverage	Parent/Child or 2-Adult	Single
\$ 1.00	\$ 19,999.99	3.0%	3.5%	4.5%
\$ 20,000.00	\$ 24,999.99	3.0%	3.5%	5.5%
\$ 25,000.00	\$ 29,999.99	4.0%	4.5%	7.5%
\$ 30,000.00	\$ 34,999.99	5.0%	6.0%	10.0%
\$ 35,000.00	\$ 39,999.99	6.0%	7.0%	11.0%
\$ 40,000.00	\$ 44,999.99	7.0%	8.0%	12.0%
\$ 45,000.00	\$ 49,999.99	9.0%	10.0%	14.0%
\$ 50,000.00	\$ 54,999.99	12.0%	15.0%	20.0%
\$ 55,000.00	\$ 59,999.99	14.0%	17.0%	23.0%
\$ 60,000.00	\$ 64,999.99	17.0%	21.0%	27.0%
\$ 65,000.00	\$ 69,999.99	19.0%	23.0%	29.0%
\$ 70,000.00	\$ 74,999.99	22.0%	26.0%	32.0%
\$ 75,000.00	\$ 79,999.99	23.0%	27.0%	33.0%
\$ 80,000.00	\$ 84,999.99	24.0%	28.0%	34.0%
\$ 85,000.00	\$ 89,999.99	26.0%	30.0%	34.0%
\$ 90,000.00	\$ 94,999.99	28.0%	30.0%	34.0%
\$ 95,000.00	\$ 99,999.99	29.0%	30.0%	35.0%
\$ 100,000.00	\$ 109,999.99	32.0%	35.0%	35.0%
\$ 110,000.00	\$ 1,000,000.00	35.0%	35.0%	35.0%

Exhibit C

JUNE 30, 2013 Minimum Sick and Personal Day Retirement Values

	Unused	Unused
	Sick Days	Personal Days
Name	06/30/13	06/30/13
McIsaac, Brendan	164.25	18.50
Schneebeli, Richard	233.75	6.00