

Contract no. 1295

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AGREEMENT

BETWEEN

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL

BOARD OF EDUCATION

AND

NORTHERN HIGHLANDS ADMINISTRATORS ASSOCIATION

Allendale, New Jersey 07401

July 1, 1991 to June 30, 1992

ARTICLE I
RECOGNITION

The Board of Education of Northern Highlands Regional High School hereby recognizes the Northern Highlands Administrators Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all the following personnel: Principal, Vice-Principal, and the Director of Pupil Personnel Services, whether under contract or on leave. Unless otherwise indicated, the term "administrator" shall hereinafter refer to all administrative personnel as indicated above.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations of a successor agreement shall commence prior to February 1st of the year in which the contract expires. This instrument shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an administrator or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an administrator or administrators. However, a grievance shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act.

2. Aggrieved person

An "aggrieved person" is the person or the Association making the claim.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against who action might be taken in order to resolved the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Prior to the implementation of the grievance procedure, the aggrieved party should attempt to resolve the matter informally with the party concerned. Inability to achieve a satisfactory resolution means the aggrieved party may implement Level One of the grievance procedure.

C. Procedure

1. Statute of Limitations

The aggrieved individual may discuss his/her complaint informally with the Superintendent. However, a formal written grievance must be filed within thirty (30) calendar days of the event or action which is the basis for the grievance.

2. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. Year-End Grievances

In the event a grievance is filed at such time that it cannot be resolved by the end of the contract year, and, if left unresolved until the beginning of the following contract year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be maintained or reduced as per agreement of both parties with the provision that all days of the week shall be counted, excluding weekends and federal holidays.

4. Written Matter

Grievances at all levels shall be submitted in writing and shall include the name and position of the aggrieved party, the specific nature of the grievance, and a general statement of the redress sought by the aggrieved party. Decisions rendered at all levels shall be in writing setting forth the decision and including supporting reasons. These shall be transmitted promptly to all parties in interest and to the President of the N.H.A.A.

D. 1. Superintendent

An Administrator with a grievance shall present it to the Superintendent, either directly or through the designated representative of the N.H.A.A. Within ten (10) working days after receipt of the grievance, the Superintendent shall hold a meeting with the aggrieved, the N.H.A.A. representative, and other concerned parties the Superintendent shall render a decision on the grievance within ten (10) workdays of the conclusion of the meeting.

2. Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the Superintendent, the aggrieved person or the N.H.A.A. may, within ten (10) working days after a decision by the Superintendent or thirty (30) working days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board of Education. Within twenty (20) working days after such notice of submission, the Board or its representative, will meet in private with the aggrieved person and/or this person's representative, along with the N.H.A.A. representative. Within ten (10) working days after this meeting the Board will render its decision.

3. Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered with ten (10) working days after the grievance was delivered to the Board of Education, he may within ten (10) working days after the decision or twenty (20) working days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration.
- (b) Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the public Employment Relations Commission in the selection of an arbitrator.
- (c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted to him.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be advisory only to the Board and the Association

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Right of Administrators to Representation

1. Administrator and Association

Any grievance filed with the N.H.A.A. for processing will be screened by the N.H.A.A. to determine the merits of the grievance and the desirability of the processing of the grievance. Based on this determination, the Administrator may choose to submit the grievance for processing any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by N.H.A.A. When an Administrator is not represented by the N.H.A.A., the N.H.A.A. shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board, or any member of the Association, or by the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Separate Grievance File

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meeting and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

ARTICLE IV
VACATION AND RECESS TIME

A. VACATIONS

Upon completion of one year of service, commencing with date of hire, twelve month administrators will receive (10) days of vacation; after two (2) years of service, fifteen (15) days of vacation; and three (3) years of service, a maximum of twenty-three (23) days.

This vacation period will be taken during the months of July and August. Any vacation days not used must be used during the succeeding school year.

1. At the discretion of the Board, credit may be given for prior administrative experience.
2. The above vacation schedule does not apply to present administrators who receive 23 days, only newly hired administrators on or after July 1, 1990.

B. RECESS PERIODS

Twelve month administrators will not work during the Christmas Recess and will choose to work either the winter or spring recess and to be off during the other recess.

ARTICLE V
TEMPORARY ABSENCE

A. Annual Allowance for Personal Illness

A full-time employee may be absent from school, due to personal illness, in accordance with the following provisions:

1. He shall be granted a maximum of fourteen (14) days sick leave per year. Only twelve (12) such days shall be cumulative. The additional two (2) days each year shall represent emergency days and shall be used only after twelve (12) sick days are used in a given year, and before any accumulated sick leave is used. Cumulative sick leave allowance for illness is to be computed at the rate of not more than twelve (12) days per year.
2. **The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.**
 - a. A full-time employee who leaves the system loses his benefits under the cumulative sick leave plan.
 - b. A full-time employee is rendering consecutive service as long as he or the Board of Education does not officially terminate his contract. A leave of absence, as granted by the Board, does not constitute an interruption of service. However, a career development leave of absence granted by the Board constitutes an interruption of service only for the purpose of accumulating sick leave during the period of such leave.
 - c. An administrator who is separated because of the abolition of his position and is subsequently reemployed will have the accumulated sick leave in his account at the time of separation restored to his credit upon reemployment.
3. A record kept in the office of the Superintendent shall determine the number of accumulated days.

4. In case of absence of ten (10) school days or more, during any calendar year, a written certificate of fitness from the attending physician will be required upon return to service.
5. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted.
6. Employees who are absent because of personal illness for a period of more than three (3) consecutive days shall file with the Superintendent a certificate from their physician attesting to the illness and necessity for the absence. Employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

B. Annual Allowance for Death or Critical Illness Within Immediate Family

1. In addition to leave for personal illness as defined above, an employee may be allowed a maximum of five (5) school days in any one year with full pay because of death or critical illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. Thereafter, full deduction shall be made.
 - a. Critical - shall be construed to mean of the nature of, or constituting, a crisis, hence of doubtful issue as determined by the Superintendent.
 - b. Immediate - shall be understood to include in the family, husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law and any other relative making his or her home with the employee's family.

2. In case of death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Thereafter, full deduction shall be made.

a. Relative of the second degree shall be understood to include uncle, aunt, grandparent, nephew, niece, cousin, brother-in-law and sister-in-law.

Application for use of the allowances under 1 and 2 must be made in writing to the Superintendent within the month when the absence occurs, and is subject to his approval.

C. Other Absences

In addition to the above, absence may be allowed with or without pay up to three (3) days, at the discretion of the Superintendent. Absences for greater periods will be considered by the Board on recommendation of the Superintendent. Application for use of the allowances must be made in writing to the Superintendent prior to the time of the absence or no later than one (1) day following the absence.

In circumstances where the purpose for the leave is especially personal, the application may be completed without a stated reason. The reason must then be provided orally to the Superintendent for his approval.

D. 1. Physical Disability Related to Pregnancy and Childbirth

a. Administrators who are physically disabled by reason of pregnancy, childbirth and postpartum recovery will be entitled to utilize accumulated sick leave for twenty (20) working days before the anticipated date of birth and twenty (20) working days after the actual date of birth. Additional use of sick

leave may be permitted upon medical certification of particular complications related to the pregnancy, childbirth and postpartum recovery. The Administrator shall be entitled to leave under this paragraph to the extent to which she has accumulated sick days.

- b. Administrators who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.

2. Child Care Leave

- a. The Board will grant a child care leave without pay to an administrator, upon written request, to care for a newborn or newly adopted child. Child care leaves will normally begin upon the expiration of the physical disability leave provided in paragraph 1 above, or at such other date as may be agreed upon by the Administrator and the Board, and all such leaves will end at the end of the current school year. An administrator may apply in writing for one (1) additional year of unpaid child care leave, and the Board may grant such additional leave.

- b. Administrators on child care leave will notify the Superintendent of their intention to return to active duty not later than April 1.

E. An Administrator who is required to serve on jury duty shall receive his or her regular pay, diminished by the amount of compensation received as a juror, for the day(s) missed due to jury duty.

F. Leaves of absence for extended periods for reasons other than those stated may be granted by the Board without pay.

G. Payment For Unused Sick Leave Upon Retirement

Upon retirement from service under the rules of TPAF, Administrators, with at least twenty (20) years of service in Northern Highlands will be reimbursed for all accumulated sick leave days, after the first fifty (50) days, which shall be deductible, at the rate of \$50.00 per $\frac{1}{2}$ day, to a maximum total payment of \$5,000.00.

Administrators claiming reimbursement under the provision must notify the Board Secretary of their intention to retire at the end of the first semester not later than the preceding October 1st or at the end of the school year not later than the preceding December 1st.

Payment will be made to the Administrator according to the following schedules, at the option of the retiring

Administrators:

1. All on or about July 15
2. All on or about the following January 1
3. Half on each date

ARTICLE VI
PROFESSIONAL MEETINGS

Permission to attend meetings will be requested of the Superintendent who shall be authorized to grant or not grant such requests. Expenses incurred attending such approved meeting shall be borne by the Board.

Transportation expense allowed shall be incurred carrier cost or expense at the same rate per mile as the Internal Revenue Service is currently granting. Car use shall not be considered as being for Board business, and the Board shall not be liable for any damages resulting from accidents incurred through the use of a car.

Living expenses may be allowed at the discretion of the Board for attendance at professional meetings. Professional staff members shall be allowed two (2) days annually for attendance at the New Jersey Education Association Convention. Expenses incurred for this convention shall be borne by the staff members.

ARTICLE VII
TUITION REIMBURSEMENT

- A. An administrator, while actively employed in Northern Highlands, who elects to continue professional studies will be reimbursed for tuition by the Board as set forth below.
- B. All courses eligible for reimbursement must be taken at an accredited school, college, or university, or as part of an in-service training program, and must be within a certification in the department's to which the teacher is currently assigned. Approval of in-service training program courses at their assigned credit value will be made by the Superintendent on a case-by-case basis. All courses eligible for tuition reimbursement will also be eligible for column movement on the salary guide.
- C. All courses taken for tuition reimbursement must have the prior approval of the Superintendent as meeting eligibility criteria
- D. An administrator, upon completing an approved course with a grade of B or better, must submit the following documents to the Superintendent before reimbursement will be made.
 - 1. The college transcript or other official record of course completed;
 - 2. Bursar's receipt of verification of payment of tuition fee.
- E.
 - 1. The amount of the reimbursement is 100% of the tuition cost.
 - 2. One-half (1/2) the amount of tuition will be reimbursed to the administrator upon submission to the Superintendent of the receipt of registration.

ARTICLE VIII

BENEFITS

A. Medical Plan

The Board of Education will provide a medical plan for its employees. This plan will provide for hospital, medical and physician benefits, and will include major medical coverage. The premiums for employees and dependents will be paid by the Board of Education. The present medical plan is described in detail in the information booklet and insurance policy and issued to employees and on file in the Board Secretary's office.

B. Dental Insurance

The Board of Education will provide dental insurance for its employees. The premiums for employees and dependents will be paid by the Board of Education. The dental plan is described in detail in the information booklet and insurance policy issued to employees and on file in the Board Secretary's office.

C. An exception to the above is that any changes to the employee contribution for medical and dental coverage will be in accordance with the negotiated 1991-1992 teacher contract.

ARTICLE IX

SALARIES

- A. The salaries of all those covered by this agreement for the 1991-92 school year is set forth:

V. Herold	Salary	1991-92	\$80,900
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M. Wellen	Salary	1991-92	\$80,900
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- B. If an administrator is granted a temporary leave of absence by the Board of Education and another administrator is asked to assume the additional responsibilities of that administrator, the latter administrator will not receive additional remuneration for said duties. Temporary is defined as thirty (30) days or less. Remuneration will be negotiated with the Board if the leave exceeds thirty (30) days.

ARTICLE X
SEPARABILITY

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 or subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

ARTICLE XI
DURATION OF AGREEMENT

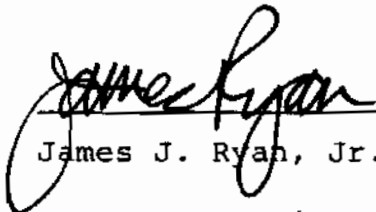
A. Duration Period

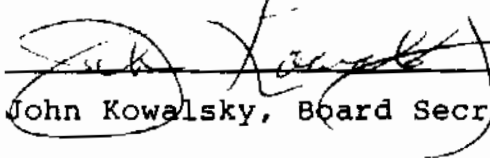
This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested by its Secretary all on the day and year below written.

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

By:  1-13-92
James J. Ryan, Jr., President Date

By:  1/13/92
John Kowalsky, Board Secretary Date

NORTHERN HIGHLANDS ADMINISTRATORS ASSOCIATION

By:  11/14/91
Vincent Herold Date

By:  11/14/91
Molly Wellen Date

AGREEMENT

between

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL

BOARD OF EDUCATION

and

NORTHERN HIGHLANDS SUPERVISORS ASSOCIATION

Allendale, New Jersey 07401

July 1, 1989 to June 30, 1992

This agreement (hereinafter "Agreement") is by and between the Board of Education of the School District of Northern Highlands Regional High School (hereinafter referred to as "THE BOARD") and the Association of Supervisors of Northern Highlands Regional High School (hereinafter known as NHTSA). Whereas, THE BOARD has an obligation pursuant to Chapter 123 of the Public Laws 1974 of the State of New Jersey to negotiate with NHTSA as the representative of the employees hereinafter indicated with respect to terms and conditions of employment. THE BOARD also recognizes the NHTSA as administrative personnel.

Whereas, THE BOARD and NHTSA have reached certain understandings which they desire to confirm by this agreement.

Now, therefore, in consideration of the mutual promises hereinafter contained, THE BOARD and NHTSA agree as follows:

ARTICLE I

SALARIES AND OTHER COMPENSATION

- A. The base salary will be the proper step on the approved salary guide in the Teacher Contract.
- B. Each supervisor shall be employed for two weeks during the summer vacation. Compensation will be 1/2 month of their base salary for that school year AND WILL BE PAID OVER A TEN (10) MONTH PERIOD, SEPTEMBER THROUGH JUNE.
- C. The stipend will be based upon an evaluation and awarded as follows:
 1. Each supervisor will be evaluated in April and this will determine the stipend for the following school year. The total stipend will be paid over a ten (10) month period, September through June.
 2. The evaluation criteria will be mutually agreed upon by the Superintendent and NHTSA.

ARTICLE II

EVALUATION AND STIPEND SALARY

- A. The evaluation will be averaged and earned as follows:

<u>Annual Stipend</u>		
1.00 - 2.00	-	\$1,000
2.01 - 3.00	-	2,250
3.01 - 4.00	-	4,500
4.01 - 5.00	-	6,000

ARTICLE III

In the event that the current structure concerning Department Supervisors is changed, this contract will be subject to renegotiations concerning its effect in Article IB and Article II.

ARTICLE IV

ADDITIONAL PROVISIONS

- A. Any and all provision of the Teacher Agreement not stipulated in this agreement will automatically be part of the agreement between THE BOARD and the NHSA.

ARTICLE V

DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992, subject to the right of NHSA 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, unless it is extended in writing.

B. Status of Incorporation

In witness whereof the NHSA has caused this Agreement to be signed by its president and secretary and THE BOARD has caused this agreement to be signed by its president and attested by its secretary also on the day and year below written.

NORTHERN HIGHLANDS BOARD OF EDUCATION

BY *James Ryan* 4-10-89
Date

BY *John Jaworsky Board Sec.* 3/21/89
Date

NORTHERN HIGHLANDS SUPERVISORS ASSOCIATION

BY *Doranne Hansen* 3/17/89
Date

BY *Buddy B. Galat* 3/17/89
Date

AGREEMENT

between

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL

BOARD OF EDUCATION

and

NORTHERN HIGHLANDS SUPERVISORS ASSOCIATION

Allendale, New Jersey 07401

July 1, 1989 to June 30, 1992

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- B. Status of Incorporation

In witness whereof the NHSA has caused this Agreement to be signed by its president and secretary and THE BOARD has caused this agreement to be signed by its president and attested by its secretary also on the day and year below written.

NORTHERN HIGHLANDS BOARD OF EDUCATION

BY *[Signature]* 4/10/89
Date

BY *[Signature]* 3/21/89
Date

NORTHERN HIGHLANDS SUPERVISORS ASSOCIATION

BY *[Signature]* 3/17/89
Date

BY *[Signature]* 3/17/89
Date