

HACKETTSTOWN COUNCIL OF ADMINISTRATORS

and

**THE BOARD OF EDUCATION
of the TOWN OF HACKETTSTOWN NEW JERSEY**

EMPLOYMENT AGREEMENT

July 1, 2007 to June 30, 2010

AGREEMENT made this 11th day of November, 2007 between the HACKETTSTOWN COUNCIL OF ADMINISTRATORS, hereinafter called "Council," and the BOARD OF EDUCATION of the TOWN OF HACKETTSTOWN, in the COUNTY OF WARREN, hereinafter called "Board."

WHEREAS, the parties hereto have reached an AGREEMENT respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to New Jersey State Law, mutually agree as follows:

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PREAMBLE

The Hackettstown Board of Education and the Hackettstown Council of Administrators agree that an effective educational program is fostered by mutual respect, confidence, cooperation, understanding, support, and loyalty between Board members and Administrators working together. The Management Team composed of Central Office and Council Administrators is a concept recognized by the Board and the Council as inherent in the Hackettstown School district's philosophy, policy, and operational procedures.

ARTICLE I RECOGNITION

The Board recognizes the Council as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Principals
High School Vice-Principal
Director of Special Services

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement. Negotiations for the successor Agreement shall commence no later than December 31 of the year prior to termination of the Agreement.
- B. 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 GRIEVANCE PROCEDURE

- A. Definition: A "grievance" within the meaning of this Agreement shall be any controversy or dispute relating to matters of terms and conditions of employment affecting a member of the bargaining unit.
- B. Purpose: The purpose of this procedure is to assure that grievances which cannot be resolved in the course of normal administrative rapport shall be given timely attention and consideration, and assured of ample opportunity for discussion at all administrative levels. The parties to this Agreement acknowledge a mutual desire that settlement of any grievance be secured, if possible, at the lowest administrative level. The parties agree, further, that proceedings be as informal and confidential as may be appropriate at any level of the procedure while yet assuring equitable and complete resolution of the issues of the grievance in an expeditious manner.

C. Procedure:

1. Level One: Informal Action. A unit member submitting an appeal in accordance with this procedure shall, within ten (10) school days of the alleged grievance, or within ten (10) school days of his knowledge of the alleged grievance, first discuss the matter being grieved informally with his immediate supervisor in an attempt to resolve the matter. The immediate supervisor may, at his discretion, discuss the matter with his supervisor and take other action appropriate to resolve the scope of authority and responsibility of his position in order to resolve the grievance at Level One amicably and in the spirit of good administrative rapport. If the matter is not resolved to the satisfaction of the grievant within ten (10) school days after informal discussion, the procedures prescribed in the following subsection of this section shall become applicable.
2. Level Two: Formal Action: A formal grievance may be filed by an individual unit member, a group of members, or by the Council as the representative of a group of members. Such formal grievance must be initiated within ten (10) school days of the conclusion of Level One Action by submission of the grievance in writing to the Level One supervisor, specifying:
 - a. The nature of the grievance.
 - b. The nature and extent of the injury or loss to the grievant.
 - c. The result of previous discussions in the processing of the grievance.
 - d. The reasons for dissatisfaction with decisions previously rendered.
 - e. The remedy requested.

The immediate supervisor shall communicate his decision in writing within ten (10) school days of receipt of the written grievance. A copy of the written decision at this and all subsequent steps in this procedure shall be forwarded to the Council.

3. Level Three: Superintendent of Schools/Board of Education: Where the Superintendent is the immediate supervisor with whom the grievance was initiated this level of the grievance procedure would be a hearing before the Board or a committee thereof. In other instances, this level of the grievance procedure would be a meeting with the Superintendent. The Superintendent may, at his discretion, discuss the matter with the Board or members of the Administrative organization as may be appropriate to resolve the grievance and may take other action including the conducting of a hearing of the matter with the parties in an attempt to bring about a mutually satisfactory resolution of the issues. Should such attempts at resolution fail to produce a satisfactory solution within twenty (20) school days from the date of receipt of this written grievance by the Superintendent or, should the Superintendent render a decision in writing within the twenty (20) school day period, the grievant may appeal to the Board of Education within ten (10) school days of receipt of the Superintendent's decision or lapse of the twenty (20) day period for resolution at this Superintendent's level. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and other parties of interest and render a decision in writing within twenty (20) school days of receipt of grievance by the Board.

D. Unit member Rights:

1. The Board and the Council shall assure the grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance.
2. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Meetings or hearings conducted under this procedure shall not be in public, subject to sunshine laws.

- E. Time Limits: Time limits as set forth in this procedure may be extended by mutual written agreement.
- F. If the grievance involves misinterpretation, misapplication, or violation of the written Agreement, the employee shall have the right within ten (10) workdays following the decision of the Board to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provision of New Jersey Law. The arbitrator's opinion and award shall be in writing and shall contain detailed findings and conclusions. The arbitrator shall be without authority to add to, modify, or delete any provisions of this Agreement. The recommendations for settlement made by the Arbitrator will be binding on both parties. The cost of the Arbitrator's services, if any, shall be shared equally by the parties and each of the parties shall bear their own costs.

**ARTICLE IV
EMPLOYEE'S RIGHTS**

- A. The Board hereby agrees that every Administrator shall have the right to organize, join, and support the Council for the purpose of engaging in collective negotiations. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Law or other applicable laws and regulations.
- B. The Board and Council agree that there shall be no disciplinary action, reprimand, or deprivation of any employees' rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause. Nothing stated in this paragraph B shall be construed as granting contractual tenure to the employees covered by this agreement. It is expressly agreed that the just cause standard set forth in this paragraph B shall not apply to the Board's decision regarding either annual appointments or mid term terminations of NON TENURE employees, since the employment relationship is deemed to be at will.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

**ARTICLE V
COUNCIL RIGHTS AND PRIVILEGES**

- A. The Board agrees to comply with all reasonable requests by the Council for available information within the public domain which may be necessary for the Council to process any grievance or complaint.
- B. The Council shall have the privilege to use school buildings at all reasonable hours for meetings. The Superintendent shall approve in advance of the time and place for all such meetings.
- C. The Council shall have the privilege of reasonable use of the interschool mail facilities and school mail boxes.

**ARTICLE VI
BOARD RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, assign, and retain employees in positions in the School District, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever action may be necessary to carry out the mission of the School District in situations of emergency.

**ARTICLE VII
SICK LEAVE**

- A. Twelve month contract employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School District from year to year with no maximum limits to be used for additional sick leave as needed in subsequent years.
- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.
- C. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave protects individuals from loss of pay and is not to be abused. Violations of sick leave policy will result in loss of pay for the day or days involved.
- D. The employee, upon retirement under New Jersey TPAF after ten (10) years of regularly appointed services in the Hackettstown School District, may elect, subject to eligibility restrictions as described in part 2 below, either of the following two options:
 - 1. Lump sum payment of \$40.00 for up to 180 days of unused sick days accumulated while in the employ of the Hackettstown School District, OR
 - 2. Terminal leave equivalent to 50% of their accumulated sick days up to a maximum of 135 days under the following conditions. This terminal leave clause shall only apply to individuals occupying their positions on July 1, 2000, and shall not apply to individuals employed in this bargaining unit in the future. The exclusion for future employees refers to both, employees promoted into this bargaining unit from within, and employees hired into this bargaining unit from outside the district, OR
 - a. Notice of intent to retire shall be given by November 1 of the calendar year prior to retirement. The notice shall include the official retirement date and the approximate departure date which will be no sooner than June 30.
 - b. The salary for the school year in which the retirement is effective shall remain at the same level as on the date the notice of intent is submitted. All other contract provisions in effect at the time of the retirement shall apply.
 - c. In the event of the death of an administrator while on terminal leave, the balance of the salary payments to the date of the planned retirement shall be paid to the individual's estate. OR

- d. If mutually agreed upon by the Board of Education and the Council of Administrators, in lieu of terminal leave the employee may choose to take terminal leave salary which is based on an individual's accumulated sick days. This payment can be spread over a two to six year period. The final amount will be based on the salary and stipulations outlined above. This amount will be calculated on a per diem value of the number of eligible days. Per diem will be calculated at 1/240 of the last year of the individual's salary.

**ARTICLE VIII
TEMPORARY LEAVE OF ABSENCE**

All full time contract administrators shall be entitled to the following leaves of absence with full pay each school year:

- A. Two days of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification to the Superintendent. It is understood that administrators are frequently called upon for unanticipated additional duty. Upon request by the administrator, the Superintendent may grant compensatory time. If request for compensatory time is denied, the Superintendent shall provide employee with written statement indicating reason for denial.
- B. Personal day entitlements are not cumulative. Personal leave days may be used for religious absence.
- C. If death occurs in the immediate family of any employee, that employee will be allowed absence, without reference to sick leave, at full pay as follows: Allowance of five (5) days for parents or guardians, mother and father-in-law, spouse and natural and adopted children, step and foster children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law.
- D. In the event of illness in the immediate family that creates an emergency situation, an employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents, spouse and natural and adopted children, step and foster children.
- E. Employees shall be granted a maternity leave under existing State law. In keeping with State law, accumulated sick day entitlement may be used for periods of disability caused by reasons of pregnancy and maternity.
- F. Temporary leave of absence without pay may be granted by the Board to full-time contract employees. Such leave, for any reason or number of days, shall be granted or denied on a case-by-case basis at the sole discretion of the Board and such Board action shall not serve as a precedent with regard to future leave requests.

**ARTICLE IX
EXTENDED LEAVE OF ABSENCE**

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted an extended leave of absence shall be required to notify the Board of intent to return or not return to work not less than 60 days prior to expiration of the leave. Such leave for any reason or number of days shall be granted or denied on a case by case basis at the sole discretion of the Board, and such Board action shall not serve as a precedent with regard to future leave requests.
- B. The Council agrees to forgo any right to sabbatical leave in return for payment by the Board of professional association dues as specified in Article XIII of this Agreement.

**ARTICLE X
VACATION AND HOLIDAYS**

Vacation shall be limited to twenty-two (22) days per year. No more than eight (8) days may be reserved after September 1. No more than five (5) days may be carried over to the next school year (after July 1). Administrators' vacation schedules are to be mutually agreed in advance with the Superintendent. When regularly scheduled vacations are interrupted for emergencies, these days may be carried over to the next school year. During the winter and spring recesses administrators shall work in the buildings two (2) days in each of the vacation periods. During school holidays, administrators are to be on call for duty.

**ARTICLE XI
INSURANCE PROTECTION**

A. Health Care Coverage

The Board shall provide health care insurance protection as designated below. The Board shall pay the full premium for family, single, or dependent plan. Provisions of the health care insurance program shall be detailed in master policies and contracts. The Board of Education will not assume any liability or admit any liability for any coverage not provided in the master policy.

B. Provisions of Coverage

Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include:

- 1 Hospital room and board and miscellaneous costs
2. Out-patient benefits
3. Laboratory fees, diagnostic expenses and therapy treatments
4. Maternity costs
5. Surgical costs
6. Major Medical coverage, lifetime maximum unlimited
7. Prescription Coverage co-pay - \$10.00/generic; \$20.00/preferred brand on drug plan list and \$35.00 for non-preferred name brand drugs not listed. Mail order prescriptions are subject to the same co-pays for each category.
8. Mandatory surgical second opinion program (50% for non-compliance)
9. Incentive Ambulatory Surgery program
10. Out of hospital mental health benefit: subject to deductible, 50% coinsurance and subject to 25 visits maximum.

C. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal to or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

D. Retirement coverage

For retirement coverage upon retirement and proof of eligibility under T.P.A.F. or P.E.R.S., said retirees must subscribe to both medical and prescription benefits as set forth in Paragraphs A-1 and A-2 of Article XI at group subscriber rates as available to the Board. In these cases, premiums will be payable by the employee to the Board in accordance with requirements of the Board and the insurance carrier.

Dental coverage is not offered as part of this retirement coverage.

E. Physical examinations: The Board shall provide up to \$250 annually for each year of this Agreement with receipts towards a complete physical examination.

F. Dental Care Coverage

The Board shall provide employee and family coverage dental care insurance as follows:

1. Preventive and Diagnostic: 100%
2. Basic Service: 80%
3. Prosthodontic Service: 50%
4. Child Orthodontia coverage: \$800 per case
5. Maximum amount \$1,000 per person, \$50 annual deductible per person or \$150 per family (not applicable to preventive and diagnostic).

G. The Board shall request the carrier to provide to each administrator a description of insurance coverage provided under this Article, no later than the beginning of the contract year, setting forth a clear description of the conditions and limits of the policy.

ARTICLE XII DEDUCTION FROM SALARY

A. The Board agrees to deduct salary withholdings for U.S. savings bonds from an employee's paycheck upon receipt of written notice from the employee to do so.

B. A tax sheltered annuity plan shall be implemented for those administrators wishing to have deductions from salary. This plan shall be limited to a reasonable choice of companies mutually satisfactory to the Council and the Board.

ARTICLE XIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board shall provide reimbursement of professional dues for Administrators in the amount of up to \$900 for each year of this Agreement. with receipts. This benefit for Administrators is in lieu of sabbatical leave available to other professional employees.

B. To encourage advanced training for Administrators, the Board shall establish a professional development fund in the amount of \$6000 annually. Any Administrator(s) covered under this Agreement may draw against the fund for educational expenses. To apply for funding for the fall semester, the Administrator(s) shall present a written proposal and rationale for approval by the Superintendent by August 15 of that academic year. Upon approval, the Board shall prepay 50% of the cost of the educational program for a total prepayment not to exceed \$3000 for all Administrators.

To apply for funding for the spring or summer, the Administrator(s) shall present a written proposal and rationale for approval by the Superintendent by January 15 of that academic year. Upon approval, the Board shall prepay 50% of the cost of the education program for a total prepayment not to exceed \$3000 for all Administrators. The balance shall be payable to the Administrator(s) upon presentation to the Superintendent of evidence of successful completion of the program. Should the projected total amount requested exceed \$6000 annually, the total reimbursement shall be prorated on the basis of the cost per course credit.

If the Administrator does not complete the program and present evidence of successful completion, he/she shall reimburse the Board's prepayment within three (3) months of the concluding date of the program. Any monies remaining in the professional development fund at the end of each contract year shall not be carried over into the subsequent year's professional development fund.

- C. Professional Days -- At the discretion of the Superintendent, Administrators may be approved for professional days to participate in conferences, workshops or other approved professional activities, except that overnight stays require Board of Education approval.

**ARTICLE XIV
COMPENSATION**

SALARIES -- Administrative salaries for individuals occupying the positions on or before November, 28, 2007 shall be as listed below:

	2007-2008	2008-2009	2009-2010
High School Principal	127,368	132,972	138,822
Middle School Principal	104,400	108,993	113,788
Hatchery Hill Principal	123,192	128,612	134,270
Willow Grove Principal	126,532	132,100	137,912
<i>Longevity</i>	<i>500</i>	<i>500</i>	<i>500</i>
High School Vice Principal	123,714	129,157	134,839
<i>Longevity</i>	<i>1,500</i>	<i>1,500</i>	<i>1,500</i>
Director of Special Services	112,919	117,887	123,074

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

- A. 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 other provisions or applications shall continue in full force and effect.
- B. It is understood by all Parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey School Laws or other applicable laws or regulations.

DURATION OF THIS AGREEMENT: This Agreement shall be effective July 1, 2007 and continue in effect through June 30, 2010.

In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN

Attest: _____
Secretary

BY: _____
President

Chair, Negotiations Committee

THE HACKETTSTOWN COUNCIL OF ADMINISTRATORS

BY: _____
President

Chair, Negotiations Committee