

**EMPLOYMENT CONTRACT BETWEEN THE
NORTHERN HIGHLANDS REGIONAL H.S. DISTRICT
BOARD OF EDUCATION and
THE NORTHERN HIGHLANDS ADMINISTRATORS' ASSOCIATION**

I. MEMBERSHIP

A. Unit Membership - Recognition clause

The Northern Highlands Regional High School District Board of Education, hereinafter known as the "Board," recognizes the Northern Highlands Administrators' Association, hereinafter known as the "Association" as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the Board including only the Principal, Assistant Principal(s), Director of Athletics & Activities and any new administrative title which shall be established by the Board.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. Members - Administrators:

When used hereinafter in this Agreement, the terms shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

II. NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than 120 days prior to the final notification of the budget by the local Board. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

C. Modification - Understanding of Parties

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 times they negotiated or executed this Agreement. 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.

D. Duration of Agreement

This Agreement shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2021, subject to the Association's right to negotiate over a successor agreement, as provided therein.

III. SALARIES

A. The salaries for current administrators covered by this Agreement are set forth as follows:

TITLE	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Principal	\$197,021	\$197,021	\$197,021	\$197,021	\$199,021
Assistant Principal	\$125,500	\$126,755	\$128,023	\$129,303	\$130,596
Athletic Director	\$180,753	\$180,753	\$182,000	\$183,500	\$184,000

There shall be the following salary caps:

Principal: \$165,000.00

Assistant Principal: \$155,000.00

Athletic Director: \$155,000.00

Salary caps shall become effective on July 1, 2017 for all existing and future employees. Employees who exceed the salary cap shall not be reduced in compensation. (The current Athletic Director will be capped at \$184,000.00.) Salary caps shall not be increased during the term of this Agreement.

B. Current employees shall be entitled to retroactive increases as set forth above.

C. The Board has the unfettered right to set the starting salary for any newly hired administrator. The minimum starting salary for any NHAA position shall be \$125,000

IV. CERTIFICATION & DUTIES

A. The members shall, upon employment, hold the certification as defined and required by the New Jersey Department of Education.

B. Duties of the employee shall be as defined by statute, policy and the job description adopted by the Board. These duties may be adjusted only according to modifications in the statutory duties of the position or by modification of the job description as recommended by the Superintendent as negotiated with the Association and as approved by the Board.

V. SALARY DEDUCTIONS

A. The following compulsory deductions will be made: Federal Income Tax; State Income Tax; F.I.C.A. (Social Security); deductions for the Teacher Pension Annuity Fund, and employee

contributions in accordance with Chapter 78, P.L. 2011 for health insurance coverage.

B. Any additional/optional deductions will be made upon written authorization of the member.

VI. WORK DAY

A. In consideration of the demands of the position, the workday for the employee shall be flexible in nature.

B. Administrators shall be afforded professional days to fulfill their obligation to professional endeavors with approval of the Superintendent.

VII. VACATION

A. Administrators shall be entitled to 25 vacation days per year. They will be entitled to rollover up to 5 vacation days per year (with the prior approval of the Superintendent), and may use no more than 30 vacation days in a given contract year.

B. No more than 5 vacation days shall be permitted to be carried over from one year to the next. If any member is not permitted to take any of his/her yearly allotment of 25 vacation days due to a Board directive that he/she work on a particular day or days, he/she will be paid at his/her per diem rate for all vacation days (a maximum of 20) which he/she could not take due to said directive.

C. Upon separation of employment, the employee shall be entitled to be paid at his/her then existing per diem rate for the number of yearly allotted vacation days (25) which he/she did not use in the year of his/her separation.

D. Members shall work all weekdays except the following holidays: Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention, Thanksgiving, the day after Thanksgiving, December 24, 25, and 26, December 31, January 1, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and July 4, unless school is in session. Unless the employee chooses to use his/her vacation days during school recesses, said recesses shall not be holidays under this Contract.

VIII. PERSONAL LEAVE

A. Members shall be entitled to the same personal leave as is provided to the other administrative staff in the district but shall not be less than three (3) days annually.

IX. SICK LEAVE

A. Sick leave is hereby defined to mean the absence from the member's post of duty because of personal disability due to illness or injury of the employee or an immediate family member.

B. The employee shall be entitled to twelve (12) sick days per year with pay.

C. Twelve (12) sick days shall be cumulative and may be carried over from year-to-year.

D. For a matter of serious illness or the death of an immediate family member (as defined in the NHEA contract), five (5) days with pay shall be afforded prior to the use of vacation or sick days

for these purposes. Additional days may be granted upon request to and approval by the Superintendent.

- E. Upon retirement/resignation, the Board shall compensate the member an amount equal to \$100 per diem for each accumulated sick day up to a maximum of \$15,000 or an amount established by New Jersey Law, whichever is less. There shall be fifty (50) days deductible.

X. INSURANCE

Administrators shall be entitled to the following:

- A. A medical plan that will provide for hospital, medical and physician benefits, and will include major medical coverage. All NHAA members will contribute to his/her health insurance coverage in accordance with Chapter 78, P.L. 2011. The Board shall have the right to change insurance carriers so long as the coverage is substantially equivalent or better.
- B. Dental insurance with the premiums paid by the Board.
- C. The Board shall, at its expense and reasonable cost approved by the Superintendent, provide to the members an annual comprehensive medical examination with a physician of his choice.

XI. AUTOMOBILE EXPENSES

- A. All members who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the OMB Rate of reimbursement per mile.

XII. TERMINATION

- A. A termination date shall be mutually agreed upon by the Superintendent and the member of intent to retire or resign, but notice must be as minimally required by statute (i.e. 60 days' notice).
- B. A member who resigns or retires during the contract year shall receive cash payment for his unused vacation days.
- C. All members preserve the rights and privileges in accordance with NJSA 18A:et. seq. with regard to tenure.

XIII. PROFESSIONAL ASSOCIATIONS/ORGANIZATIONS

- A. The Board recognizes the value of professional organizations and agrees to pay the dues and fees on behalf of the members to professional associations on the local, county, state and national level which are relevant to the position, as approved by the Superintendent.
- B. Members shall be entitled to attend, at Board expense, the annual state and national conferences of their respective associations (e.g., New Jersey Principals and Supervisors Association, National Association of Secondary School Principals, Directors of Athletics Association of New Jersey, and National Association of Interscholastic Athletic Administrators) and other relevant conferences as approved by the Superintendent.

XIV. PROFESSIONAL DEVELOPMENT

- A. The Board agrees to pay other expenses for the professional development of the members as appropriate (training, subscriptions, etc.) upon the approval of the Superintendent.
- B. In accordance with New Jersey State law, the Board agrees to pay tuition and fees as necessary for any member to pursue post-graduate programs related to educational administration. This shall be limited to nine (9) credits per year.

XV. OTHER EXPENSES

- A. The Board shall reimburse members for expenses incurred, including sustenance, travel, mileage, in the performance of their professional duties under this contract as directed by the Superintendent and consistent with OMB circulars and travel regulations.
- B. There shall be a \$10.00 dinner reimbursement allowance with an annual \$250.00 cap.

XVI. PROVISIONS

- A. The provisions of this contract shall continue in effect beyond the termination date of this Agreement as the policy of the Board and as required by statute, and shall become the minimal terms and conditions of employment for the next year, unless modified and agreed upon by the Association and the Board.
- B. No provisions of this agreement shall be unreasonably withheld for approval by the Board.
- C. If any member dies before this employment contract is completed, payment for his/her accumulated sick/vacation days shall be made to his/her estate.

XVII. GRIEVANCE PROCEDURE

A. Definitions

- 1. A "Grievance" is a claim based upon an interpretation, application or violation of any of the provisions of this Agreement which affects the terms and conditions of employment of an administrator or a group of administrators.
- 2. The term "Grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
 - a. In matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or the State Board of Education.
 - b. In matters where the Board is without authority to act.
 - c. In matters where, after the exercise by the Board of its discretion, a further review of the Board's action is available to employees under State law.

d. In situations involving a failure or refusal of the Board to renew the employment contract of a non-tenured administrator.

3. An "Aggrieved Person" is the administrator(s) or Association claiming a Grievance.

4. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. Both the Board and the Association have the right to utilize all provisions of this Article. Grievances may be processed by the administrator who has been aggrieved, the Board or the Association.

2. 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.

3. Nothing herein contained shall be construed as limiting the right of any administrator having a Grievance to discuss the matter informally with any appropriate member of the administration, and having the Grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. An aggrieved administrator shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after the date on which the aggrieved administrator knew of or would be reasonably expected to know of such occurrence. Failure to act within said twenty (20) working day period shall be deemed to constitute an abandonment of the Grievance.

2. Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the Grievance in question; provided, however, that with respect to a request to extend for a reasonable period of time the number of days at any level other than the institution of an action under the provisions hereof, the Board shall not, so long as such request is made in writing before the number of days indicated for such level has run, unreasonably withhold its consent.

3. Level One

An administrator with a Grievance shall first discuss it, either directly or through the Association's designated representative, with his immediate superior in an informal conference in the hope of resolving the matter at the lowest possible administrative level.

4. Level Two

If the Aggrieved Person is not satisfied with the disposition of his Grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the Grievance at Level One, the Aggrieved Person may file the Grievance in writing (setting forth the specific allegations of fact which gave rise to the Grievance, the specific provision(s) of this agreement alleged to have been violated, the date as of which the event or acts which gave rise to the Grievance first occurred, and the relief sought with the Association within five (5) school days after the decision at Level One, or within ten (10) school days after the Grievance was presented at Level One, whichever is sooner.) The Association shall consider the merits of the Grievance and, within five (5) school days after receiving the written Grievance, the Association shall either inform the Aggrieved Person that such Grievance is in the opinion of the Association not worthy of further consideration or, having reached the opposite opinion, shall refer it to the Superintendent of Schools.

5. Level Three

If the Aggrieved Person is not satisfied with the disposition of his Grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Grievance was delivered to the Superintendent at Level Two, the Aggrieved Person may, within five (5) school days after a decision by the Superintendent, or within fifteen (15) school days after the Grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the Grievance to the Board.

6. Level Four

- a. If the Aggrieved Person is not satisfied with the disposition of the Grievance at Level Three, or if no decision has been rendered within ten (10) school days after the Grievance was delivered to the Board, the Aggrieved Person may, within five (5) school days after a decision by the Board, or within fifteen (15) school days after the Grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the Grievance to arbitration. If the Association determines that the Grievance is meritorious, it may submit the Grievance to arbitration within fifteen (15) school days after the receipt of the request by the Aggrieved Person.
- b. Within ten (10) school 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 the specified arbitration

period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

- c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) 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 facts, reasoning and conclusions on the issues submitted. The authority of the arbitrator shall be limited solely to the interpretation of, the application of, or compliance with, the provisions of this agreement and he shall have no authority to add to, subtract from, or modify any of the provisions of this agreement. In rendering his decision, the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. The decision of the arbitrator shall be submitted by the Board and the Association and shall be advisory only.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and 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.

D. Rights of Administrators to Representation

1. Any Party in Interest may be represented at all stages of the Grievance procedure by himself or, at his option, by a representative(s) selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any Party in Interest, any Association representative, any member of the Association, or any other participant in the Grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a Grievance affects a group or class of administrators, the Association may, within ten (10) school days of the occurrence complained of, or within ten (10) school days after the date on which the administrators knew of or would be reasonably expected to know of such occurrence, submit such Grievance in writing to the Superintendent directly and the processing of such Grievance shall be commenced at Level Two.

The Association may process such a Grievance through all levels of the Grievance procedure even though the Aggrieved Persons do not wish to do so.

2. Written decisions rendered at Levels One, Two, Three and Four of the Grievance procedure shall set forth the decision and the reasons therefore and shall be transmitted promptly to all Parties in Interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Subsection C (7) of this Article.
3. 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.
4. The meetings and hearings held under this procedure shall not be conducted in public and shall include only the Parties in Interest, their designated or selected representatives and their witnesses.

XVIII. AGREEMENT

WHEREAS, a duly authorized officer of the Board of Education has approved the terms and conditions of this employment contract, and

WHEREAS, the Association has approved the terms and conditions of this employment contract,

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal(s) to this employment contract on this 12 December day of 2016.

FOR THE NHRHS DISTRICT BOARD OF EDUCATION

 

FOR THE NHRHS ADMINISTRATORS' ASSOCIATION

 
