

**AGREEMENT**

**between the**

**HACKENSACK ASSOCIATION OF SCHOOLS ADMINISTRATORS**

**and the**

**HACKENSACK BOARD OF EDUCATION**

**2003-2006**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble	3
Article 1	Definition	4
Article 2	Negotiations Procedure	4
Article 3	Grievance Procedure	5
Article 4	Sabbatical Leave	9
Article 5	Insurance and Physical Examination	9
Article 6	Terminal Leave	10
Article 7	Vacations	11
Article 8	Travel Expense Allowance	12
Article 9	Sick Leave	12
Article 10	Temporary Leaves of Absence	13
Article 11	Job Titles	15
Article 12	Guide Placement and Review Committee	15
Article 13	Salary	16
Article 14	Rights of the Board	18
Article 15	General	18
Article 16	Representation Fee	19
Article 17	Professional Development	20
Article 18	Duration	21

## **PREAMBLE**

The Board and the Association recognizes that the development of educational programs of the highest quality, for the benefit of the students and the City, is a common responsibility which can best be attained when each group utilizes the ability, experience, creativity, and judgment of the other.

## **ARTICLE 1 - DEFINITION**

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Hackensack Board of Education, hereinafter referred to as the Board, hereby recognizes the Hackensack Association of School Administrators, hereinafter referred to as the Association, as the representative designated for the purposes of collective negotiations for all professional personnel, who for the purposes of this Agreement shall be called administrators, including assistants to the superintendent, principals, directors, assistant principals, coordinators, supervisors, administrative assistants, department and wing chairpersons, and athletic director.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

- A. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- B. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- C. 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 3 - GRIEVANCE PROCEDURE**

- A. A grievance shall be defined and subject to limitations as follows:
1. A grievance is a complaint by any administrator, group of administrators, or the Association that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said administrator, group of administrators, or the Association.
  2. The grievance procedure shall not be applicable to claims,
    - a) by a non-tenure unit member by reason of their not being re-employed.
    - b) by certified personnel occasioned by lack of appointment to or retention in any position for which tenure is either not possible or not required;
    - c) wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.
  3. A grievance, to be considered under this procedure, must be initiated, in writing, within fifteen (15) school days of its occurrence or within fifteen (15) school days from the time when the grievant would reasonably be expected to know of its occurrence.
- B. The following procedures shall govern the processing of all grievances:
1. It is understood that while participating in these procedures, the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.
  2. A grievance may be presented by the grievant or by a representative designated by the grievant. The Association may be represented at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The Board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances.
  3. Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing, within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.

4. The order of appeals in processing a grievance is:
 

First Level	Immediate Supervisor
Second Level	Superintendent
Third Level	Board of Education
Fourth Level	Arbitration
5. All grievances shall be initiated by submitting a written grievance statement to the appropriate administrator. The grievance statement shall include the name or names of the grievant(s); the nature of the grievance; the date of its occurrence; the sections or articles of the agreements or board policies, if any, claimed to have been violated, the nature of the personal loss, and the remedy sought. It is understood that, at any level of this procedure, the grievance statement may be amended with regard to the citation of articles or sections of agreements or policies. Such amendment shall require the Association to return the grievance to its initial level in order to permit consideration of the revision at each step of the procedure.
6. Grievants, other than principals, (principals see section 8) shall initiate the grievance at the first level. The administrator at the first level of appeal shall, upon receiving the grievance statement, advise the Association and Superintendent of the grievance and its nature. The administrator at the first level of appeal may hold a hearing at a mutually agreed upon time, shall communicate his or her decision, in writing, to the grievant and to the Association within five (5) school days of having received the written statement.
7. If the grievant decides to proceed to the second level of appeal, viz., the Superintendent, this must be done within five (5) school days of receiving the written decision from the first level administrator. The grievant may request review by the Superintendent by submitting to him/her the grievance statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his/her having received the request for review.
8. If the grievant is a principal, he/she shall initiate the grievance at the second level of appeal, viz., the Superintendent. The Superintendent, shall in this instance, advise the Association of the grievance and its nature. The Superintendent may hold a hearing at a time mutually agreed upon and shall

- communicate a written decision to the grievant and to the Association within eight (8) days of his/her having received the request for review.
9. If the grievant decides to proceed to the third level of appeal, viz., the Board, this must be done within five (5) school days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision shall be submitted to the Board, in writing, through the Superintendent. The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon and within twenty (20) school days from the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and to the Association within ten (10) school days after the hearing by the Board.
  10. If the grievant decides to proceed to the fourth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the American Arbitration Association to submit a roster of persons qualified to function as arbitrators and willing to conduct hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the American Arbitration Association.
  11. If the grievant and the Board are unable to determine a mutually satisfactory arbitrator from the submitted list within three (3) school days of receiving it, an arbitrator who is willing to conduct hearings outside of school hours shall be appointed by the American Arbitration Association.
  12. The arbitrator shall be limited to the evidence and arguments presented by the grievant, the grievant's representatives, the Association, the Association's representatives, the Board, the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from, the Agreement or any policy of the Board.
  13. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when items specifically defined in this Agreement are in issue.

14. Only the Board, its representatives, the Association, its representatives, the grievant, and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of the hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly, in whole or in part, by the Board, the Association, the grievant, or by any of their representatives for a period of fifteen (15) calendar days after issuance of the report by the arbitrator.
15. The grievant and the Board, or their representatives, shall within fifteen (15) calendar days, notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and recommendations.
16. The fees and expenses of the arbitrator shall be shared equally; one-half (1/2) being paid by the Board and one-half (1/2) being paid by the grievant. Each party shall bear the total of other costs it has incurred.

#### **ARTICLE 4 - SABBATICAL LEAVE**

Upon the recommendation of the Superintendent and the approval of the Board, sabbatical leaves shall be granted.

## **ARTICLE 5 - INSURANCE AND PHYSICAL EXAMINATION**

- A. The Board shall pay the full cost of all health and dental insurance premiums for individual employees and their dependents in accordance with the current provisions of the New Jersey State Health Benefits Program and the Delta Dental Plan of New Jersey.
- B. Upon submission of a paid receipt and a copy of an Explanation of Benefits from the claims payer showing the level of reimbursement or denial, administrators shall be entitled to reimbursement of up to two hundred dollars (\$200.) on an annual basis for a physical examination.

## **ARTICLE 6 - TERMINAL LEAVE**

Terminal leave compensation shall be provided for retiring administrators who have served in the district. Administrators shall receive sixty-three dollars (\$63) for each day, beyond twenty (20), of unused, accumulated sick leave. The amount will increase to sixty-eight (\$68) on July 1, 2001.

To be eligible for payment of all sick leave days accumulated, administrators must notify the Board of Education, in writing, by January 1<sup>st</sup> of their intention to resign on June 30<sup>th</sup>.

## **ARTICLE 7 - VACATIONS**

- A. The work year for ten (10) month administrators shall commence September 1 and end June 30. They shall be entitled to days off on all school, national, and state holidays on which schools are closed. In addition, they are entitled to eighteen (18) vacation days to be taken during recess periods. It is understood, however, that administrators may, from time to time, need to spend additional time in order to be able to fulfill their responsibilities.
  
- B. The work year for twelve (12) month administrators shall commence July 1 and end June 30. They shall be entitled to days off on all school, national, and state holidays on which schools are closed. In addition, they are entitled to thirty (30) vacation days subject to the following limitations:
  - 1. A minimum of fifteen (15) days shall be taken during July and August.
  - 2. A maximum of fifteen (15) days shall be taken during recess periods.
  - 3. Vacation days shall not be taken during the week prior to the opening of school.
  - 4. Vacations shall not be taken while school is in session.
  
- C. All vacation days are to be taken prior to June 30 and shall not be accumulated from one year to another.
  
- D. All vacation plans are to be submitted to the Superintendent, in writing, at least five (5) days prior to the vacation period.
  
- E. The Superintendent may, upon request, permit exceptions to these guidelines.

## **ARTICLE 8 - TRAVEL EXPENSE ALLOWANCE**

- A. All administrative personnel who are required to regularly service two (2) or more buildings shall receive a monthly travel expense allowance in accordance with the rate indicated in the Hackensack Education Association Agreement.
- B. All other travel compensation as authorized by the Superintendent or Assistant Superintendent shall be at the rate in effect on July 1 of the contract year, set by the Internal Revenue Service for deductible reimbursement of business mileage.

## **ARTICLE 9 - SICK LEAVE**

- A. As of the first day of his/her contract year, whether the administrator is present or not, that administrator may be absent twelve (12) for ten month administrators and thirteen (13) days for twelve month administrators per year for personal illness without loss of pay. All unused days are to be accumulated from year to year.
- B. A physician's certificate shall be submitted in case of personal illness which extends beyond five (5) work days when required by the Superintendent.  
**Note:** It is understood that by N. J. Statute, the Board may require a physician's certificate for any illness and is not limited to illness which extends beyond five (5) work days.

## **ARTICLE 10 - TEMPORARY LEAVES OF ABSENCE**

- A. One (1) day of leave shall be granted each year for personal business, household or family matters which require absence during school hours. Application shall be made at least one (1) week before taking such leave, except in cases of emergency. The applicant for such leave shall not be required to state the reason for taking such leave other than they he/she is taking it under this section; except in cases of emergency when he/she shall explain the nature of the emergency. Leave days shall not be taken at the beginning or end of a vacation period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.
  
- B. Unused leave days may be accumulated to a total of three (3) for the purposes stated above. Unused leave days beyond three (3) may be accumulated and added to accumulated sick leave.
  
- C. In the event of death in the immediate family, five (5) days leave, exclusive of Saturdays, Sundays and holidays shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, child, sibling, and any other member of the immediate household. In the case of death in the immediate family for which absence extends beyond the five (5) days allowed with pay, there shall be a deduction of one-half (1/2) pay. The length of time of one-half (1/2) pay deduction shall be upon the recommendation of the Superintendent and approved by the Board. In the event of death of a relative defined as outside of the immediate family, one (1) day of leave shall be granted.
  
- D. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any administrator for purposes of child rearing. The leave shall commence with the birth of the child. Such leaves shall be granted pursuant to paragraph F, below.
  
- E. Other temporary leaves of absence with pay may be granted upon the recommendation of the Superintendent.
  
- F. Any voluntary leave of absence which is unrelated to a disability and extends for more than fifteen (15) consecutive school days must terminate on either January 31 or June 30.

## **ARTICLE 11 - JOB TITLES**

Administrative personnel in certifiable positions who hold the necessary certification shall be granted the title appropriate to that position after a maximum of one (1) year in that position.

## **ARTICLE 12 - GUIDE PLACEMENT AND REVIEW COMMITTEE**

- A. An advisory committee composed of six (6) members of the Association, appointed by the President, shall be established.
- B. The purpose of the committee shall be to review the various administrative positions and their responsibilities with respect to equitable placement on the guide and to make recommendations involving changes in the guide.
- C. Written recommendations shall be submitted to the Superintendent and the Board Secretary by June 1 of the contract year.

## ARTICLE 13 - SALARY

A. Guide - See Schedule A.

The following shall define the columns:

Column I Department Chairpersons with 1-9 teachers

Column II Department Chairpersons with 10-15 teachers

Column III MS Administrative Assistant, Elementary Assistant Principals,  
Department Chairpersons with 16 or more teachers

Column IV Elementary Assistant Principal  
Assistant Director of Instructional Programs for Grades 7-12/  
Mathematics/Science. Assistant Director of Instructional  
Programs for Grades 7-12/English/Language Arts/Social Studies.

Column V MS Assistant Principals, MS Assistant Principal/Bilingual & ESL.

Column VA MS Assistant Principal - 10 mos.

Column VI HS Assistant Principals, Athletic Director, Supervisor of  
Special Education

Column VIA HS Assistant Principal - 10 mos.

Column VII Directors

Column VIII Elementary Principals

Column IX MS Principal

Column X Assistants to the Superintendent

Column XI HS Principal

Columns I, II, and III are for ten (10) month positions. Columns IV through XI are for twelve (12) month positions.

B. Each administrator shall be placed on a step which will provide a differential of at least eight hundred dollars (\$800) between the salary of an administrator and the maximum salary of a teacher on the equivalent educational level.

C. Administrators granted ten (10) month contracts who are employed during the summer months shall be compensated at a rate of seven percent (7%) of their regular contract salary for a six (6) week period. A week shall consist of five (5) days, five (5) hours per day.

- D. Except in Section E., all department chairpersons shall carry teaching assignments as indicated below. The number of classes assigned per week shall be proportional to the number of teachers assigned to his/her department. Where teachers work in more than one department, the total workday shall be apportioned per schedule to the applicable department chairpersons:

<u>Number of Teachers</u>	<u>Minimum Classes per Week</u>
21 or more	0
16 to 20	5
10 to 15	10
6 to 9	15
5 or less	20

- E. In lieu of classrooms assignments, the Middle School Administrative Assistant shall have full-time responsibility for the student discipline program.
- F. Administrators who have a Master's degree but have not attained the MA+30 level shall be compensated at .915 of the salary indicated on the salary guide.

## **ARTICLE 14 - RIGHTS OF THE BOARD**

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 for just cause 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 the 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; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## **ARTICLE 15 - GENERAL**

If any provision of this Agreement or any application of this Agreement to the Association shall be found 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 provisions of applications shall continue to full force and effect.

## **ARTICLE 16 - REPRESENTATION FEE**

- A. If a member of the bargaining unit represented by the Association does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, that bargaining unit member will be required to pay a representation fee to the Association for the membership year to offset the costs of services rendered by the Association as majority representative.
  
- B. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
  
- C. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year, the full amount of the representation fee set forth above and promptly to transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than thirty (30) days after that person fills a bargaining unit position.
  
- D. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
  
- E. The Association agrees to indemnify and hold the Board harmless against any liability for damages which may arise by reason of any action taken by the Board in complying with the provisions of this Article. The Association shall also reimburse the Board for or, at its option, provide legal services connected with any such action.

## **ARTICLE 17 – PROFESSIONAL DEVELOPMENT**

- A. At the discretion of the Superintendent of Schools, the members of the administrative staff will convene a workshop designed to enhance the professional development of the district's administrators.
- B. The workshop will take place following the conclusion of the school year or prior to the beginning of the following school year.
- C. The Hackensack Board of Education will assume all reasonable expenses for this workshop. Expenses are to cover but not limited to the cost of the workshop location and an outside consultant.

**ARTICLE 18 - DURATION**

This Agreement shall be effective July 1, 2003 and shall continue and remain in full force and effect until June 30, 2006.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

HACKENSACK ASSOCIATION  
OF SCHOOL ADMINISTRATORS

HACKENSACK BOARD OF  
EDUCATION

\_\_\_\_\_  
Antonia DeLuca, President

\_\_\_\_\_  
Frank Albolino, President

\_\_\_\_\_  
Jack Giorgio, Secretary

\_\_\_\_\_  
Joseph Amatuzzi, Board Secretary

