

AGREEMENT

BETWEEN THE

HANOVER TOWNSHIP BOARD OF EDUCATION

AND THE

HANOVER TOWNSHIP ADMINISTRATORS' ASSOCIATION

JULY 1, 2010 - JUNE 30, 2013

Ratified:

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ARTICLE 1**MEMBERSHIP****A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Hanover Township Board of Education, hereafter known as "the Board," recognizes the Hanover Township Administrators' Association, hereinafter known as "the Association," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following certified employees:

Principals
Assistant Principals
Supervisor of Special Education

All others are excluded.

*References to males in this document shall include females.

B. Work Year**1. Principals and Supervisor of Special Education.**

These are twelve (12) – month positions with a work year of 260 days. The 260-day work year is solely used for the purpose of calculating a per diem rate of pay and shall apply to all per diem rates throughout the contract.

2. Assistant Principal

This is a ten (10) – month position with a work year of 205 days. These will include the 185 days that the teaching staff works plus an additional twenty (20) days during the summer recess period that will be determined by the superintendent. Additional days (beyond the 205) may be requested by the superintendent and paid at the individual's per diem rate.

ARTICLE II

NEGOTIATIONS 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 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

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, subject to ratification.

C. Maintaining Terms and Conditions of Employment

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement.

D. Modification - Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. 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.

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by written notice to the following addresses:

1. If by the Association, to "Hanover Township Board of Education," 61 Highland Avenue, Whippany, New Jersey 07981.
2. If by the Board, to "Hanover Township Administrators Association," Memorial Junior School, 61 Highland Avenue, Whippany, New Jersey 07981.

This Agreement shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2013, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III**GRIEVANCE PROCEDURE****A. Definition**

1. Grievance. A grievance is an appeal of a specific:
 - a. Interpretation, application or violation of Board policy.
 - b. Interpretation, application or violation of an Agreement provision.
 - c. Administrative decision.

B. Conditions

1. The grievance procedure must be initiated within twenty (20) school days of the occurrence of the incident.
2. Time limits specified herein shall be strictly adhered to by both parties.
3. Failure to appeal to the next level within the time specified shall bar further appeal with respect to the particular grievance then under consideration. Failure to respond to the aggrieved party within the specified time shall constitute the right of appeal to the next level.
4. All deadlines provided in these procedures may be extended only by mutual written agreement of the Board and the Association.
5. In the event that a grievance is filed at such time that it cannot be processed through all steps in the grievance procedure by the end of the school year, it is agreed by the Board and the Association that both parties will work in good faith to resolve the matter expeditiously by reducing the time factors involved.
6. Either party may be represented by a representative of his own choosing. A representative of the Association shall be present at all levels of the grievance, and shall have the right to state the Association's views.
7. The term "grievance" shall not apply to any matter for which:
 - a. A method of review is prescribed by law or State Board ruling; or wherein
 - b. The Board of Education is without authority to act; or wherein
 - c. A complaint relates to the non-renewal of termination on notice of a non-tenure employee's contract.
8. The Association and the representative of the Grievant shall, upon demand, be provided with copies of all applicable grievance forms and decisions undertaken in the course of the grievance, at the cost of reproduction.

C. Procedure

1. Level 1.

An aggrieved party shall submit the grievance on Grievance Form 1 to the Superintendent, within twenty (20) days of the incident. Within five (5) days the Superintendent or his representative shall submit his written response to the aggrieved party.

2. Level 2.

If the aggrieved party is dissatisfied with the decision of the Superintendent, he must, within five (5) school days, file Grievance Appeal Form 3 with the Secretary of the Board of Education. The Board of Education shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within twenty (20) school days of the filing of the grievance with the Board Secretary. The Board shall render a decision in writing to the aggrieved party, with copies to the Association, and Superintendent within five (5) school days after the hearing.

D. Arbitration Procedure

1. If the aggrieved party is dissatisfied with a decision, the Association shall decide whether or not to pursue the grievance on the aggrieved party's behalf and shall file for arbitration with the Public Employment Relations Commission (PERC) and simultaneously notify the Secretary of the Board of Education to that effect within fifteen (15) school days of receipt of the Board of Education's decision. No hearing shall be held sooner than (10) school days after the Board has received notification. Both parties to this Agreement agree to advisory arbitration for grievances arising under Sections A (1) (a) and (c). Costs are to be shared equally by the Board and the Association.
2. Grievances arising under Section A (1) (b) shall be subject to final and binding arbitration in accordance with the procedure outlined in paragraph (1) above. The jurisdiction and authority of the arbitrator shall be confined exclusively to the terms of this Agreement. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on either party hereto a limitation or obligation not explicitly provided in this Agreement. Costs are to be shared equally by the Board and the Association.

ARTICLE IV**EVALUATION****A. Right to Full Knowledge**

1. The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.
2. The administrator shall have the right to review his personnel file and nothing derogatory shall be a part of the file unless he is aware of it and has an opportunity to submit his written reaction. (Exceptions: Information received prior to employment.)

B. Frequency of Review

1. The Superintendent shall establish supervisory procedures that will guarantee a minimum of three written evaluations per year for each non-tenured employee. The first written evaluation shall be no later than December 1. The third written evaluation shall be not later than April 30. The process shall be in accordance with provisions of NJAC 6:3-1.19.
2. Tenured employees shall receive notification of their performance by December 1. They shall receive a detailed written evaluation at least once prior to April 30.

C. Evaluation Procedures**1. Format of the Evaluation Report**

The Association and the Board agree to use the mutually created evaluation form as identified via the document entitled Administrative Evaluation Report.

2. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature and/or the immediate supervisor's signature. Further, each employee shall receive a copy of each written evaluation.

3. Right of Employee to Respond

A conference may be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with NJAC 6:3-1.21. At such time, the employee is entitled to have a response to the evaluation heard and appended to the evaluation report.

4. Notice of Contract Renewal

Each non-tenured supervisory employee shall receive written notice, prior to May 15th of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE V**LEAVES OF ABSENCE****A. Sick Leave****1. Accumulative**

All twelve-month employees shall be entitled to twelve (12) days sick leave per year. Ten-month employees shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Sick days shall be prorated for employees who work less than a full year.

2. Compensation for Unused Sick Days

For administrators who are eligible for retirement, and who provide the Board with written notification of intention to retire with at least 120 days notice, the following formula of compensation shall apply.

- a. Accumulated sick leave shall be compensated at the rate of \$100.00 per day, within thirty (30) days of the effective date of retirement.
- b. Effective July 1, 2005 for all new hires, accumulated sick leave, up to a maximum of ninety (90) days, shall be compensated at the rate of \$100.00 per day within thirty (30) days of the effective date of retirement.
- c. The lump sum compensation will be deposited into a 403B or 457B plan, not to exceed IRS limitations at the time the compensation is paid in accordance with Board policy.
- d. This lump sum compensation shall not be considered as part of contracted salary for retirement purposes.

B. Personal Leaves of Absence

All full-time supervisory employees shall be entitled to the following leaves of absence with pay during the school year.

1. Death in Family

In the event of death in the immediate family, an allowance of up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law or any member of the employee's immediate household. This leave may be extended by use of personal leave provided for in Section B.2 of this Article.

2. Personal

- a. Absence of five (5) days per year may be granted with the approval of the Superintendent to an employee without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.
- b. For each day leave is taken in excess of the amount specified in the first paragraph, $\frac{1}{260}$ part of the twelve-month employee's annual salary, and $\frac{1}{205}$ part of the ten-month employee's annual salary may be deducted, at the discretion of the Superintendent.
- c. All requests for personal leave with pay shall be submitted to the Superintendent in advance if possible.
- d. For proper payroll accounting, audit, and employee protection, every absence granted under Article 5, B.2 Personal Leave must be accounted for in writing and reported to the Superintendent.

ARTICLE VI**VACATION (Twelve-month Administrators Only)**

The Board of Education and the Association agree that it is the responsibility of the administrator to structure his time and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the administrative position.

A. Time Allotted

Administrators serving less than one (1) full school year shall earn vacation time at the rate of 1.83 days (22days divided by 12 months) for each full month of service in each school year. Twelve-month administrators shall earn 22 vacations days per annum, which shall accrue monthly and are posted on July 1 following each work year.

Annual vacations for association members shall ordinarily be taken during the months of July and/or August. Vacations not taken during this time may be scheduled during the contract year with the approval of the Superintendent.

Administrators may avail themselves of all holidays and recess periods, provided such does not interfere with their responsibilities and providing administrators are available at the discretion of the Superintendent.

B. Banking Time

A member may bank a maximum of five (5) days of accrued vacation time which must be used during the next contract year or forfeited, unless the superintendent shall not have permitted their use.

C. Separation of Service

1. A member who dies before his contract period shall have his accrued vacation days paid to the surviving spouse. In the absence of a living spouse payment shall be made to the estate of the deceased.
2. A member who resigns or retires during the contract year shall receive cash payment for his accrued vacation days at the rate of 1/260 of his current salary.
3. Effective July 1, 2010 upon separation of service from the Board, the employee shall be entitled to payment at his then current per diem salary rate for all accumulated, up to a maximum of twenty-two (22), unused vacation days.
4. For those members hired prior to July 1, 2005, the Board shall buy-out unused vacation days in excess of 22 days and accrued before July 1, 2010, at the employee's 7/1/10 per diem salary and shall be paid out within the three-year term of this contract as mutually agreed upon by the HTAA member and the district business administrator. The buy-out shall not be part of the base salary and shall not be pensionable.

ARTICLE VII**INSURANCE PROTECTION**

- A. The Board shall provide the health care insurance protection, including hospitalization, medical-surgical and major-medical, designated below.
1. The Board shall provide members of the HTAA with individual or family health benefits coverage provided under the New Jersey School Employees' Health Benefits Program (SEHBP). Members of the HTAA shall contribute 1.5% of their base salary through payroll deduction toward the cost of health insurance premiums. The remainder of the premium shall be paid by the Board.
 2. Provisions of the health care insurance program shall be detailed in master policies and contracts.
 3. The health insurance for the basic hospitalization and medical coverage and the major-medical coverage shall be such plan as the Board shall designate, provided that the extent of coverage of such plan shall be equivalent to that provided by the New Jersey Public and School Employees Health Benefits Plan. The Board of Education shall insure continuous coverage in any and all instances of change of carrier. The Association shall have the opportunity to meet with the carrier(s) for informational purposes only prior to the change of carrier.
 4. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30. When necessary, payment of premiums in behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.
- B. The insurer shall provide for continuance of health care insurance at the retiree's expense after retirement on the terms detailed in the master policies and contracts. Payment for this coverage shall be made by the retiree to the insurance carrier to insure no loss of benefits, and to maintain retiree group rate coverage.
- C. The Board shall provide to each employee upon request copies of the health care insurance policies covered under this Article.
- D. The Board shall provide dental care coverage and vision care coverage for the 2010-2013 school years as provided to other employee groups, at no cost to the employee.

ARTICLE VIII**SALARY**

1. Upon receipt of an annual performance evaluation rating of satisfactory or higher, as determined by the superintendent, the HTAA administrative salary increases for the 2010-11, 2011-12, and 2012-13 school years shall be as follows:

0.0% increase	7/1/10 – 8/31/10
3.7 % increase	9/1/10 – 6/30/11
3.6 % increase	2011-12
3.5 % increase	2012-13

2. During the term of this contract, should the New Jersey State Legislature mandate a budget cap less than the one in place as of July 1, 2010, the HTAA agrees at such time to re-open negotiations of salary as presented in Article VIII, section 1, with the Hanover Township Board of Education.

ARTICLE IX**MISCELLANEOUS PROVISIONS****A. Payroll Deductions**

1. Administrators may elect to participate in all or part of any voluntary payroll deduction plans as may be established.
2. The Board shall ensure that all deductions are promptly remitted to the appropriate agency according to the established remittance schedule in the name of the administrator.

B. Pay Schedule

When a pay day falls on or during a school holiday or weekend, administrators shall receive their pay checks on the last previous workday.

C. Administrative Vacancies

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association at least five (5) work days before the final date when applications must be submitted.

D. Payment of Dues - Professional Organizations

The Board of Education shall provide for the payment of annual dues, upon application, for all members of HTAA, to the following organizations:

1. Morris County Association of Elementary and Middle School Principals
2. NJ Principals and Supervisors' Association
3. National Association of Elementary School Principals
5. Association for Supervision and Curriculum Development
6. National Middle School Principals' Association

At the Board of Education's request the Administrators are required to belong to the aforementioned professional organizations as part of their duties and responsibilities.

E. Conference Budget

The Board shall commit funds to be used for professional development and educational improvement for administrators with the approval of the Superintendent and in accordance with the provisions of Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12 seq.). Administrators shall submit a request to the Superintendent for attendance at conferences. The expenditures for conferences shall not exceed \$1,500.00 per administrator per contract year, or the spending limitation imposed by N.J.A.C. 6A: 10A-8.3, whichever is less. All approved costs shall be paid upon submission of duly executed vouchers with supporting documentation. All travel and travel-related expenses shall comply fully with the above-mentioned law, the provisions of

MISCELLANEOUS PROVISIONS (continued)

which are incorporated by reference as if fully set forth herein. Any portion of the contract which shall be determined to be inconsistent with the foregoing law and pertinent regulations shall be null and void *ab initio*.

F. Mileage Reimbursement

HTAA members are entitled to mileage reimbursement at the current state-mandated rate when using their own vehicles in the performance of their duties. Commutation to and from work is eligible for reimbursement only when evening appearances are required.

G. Tuition Reimbursement

The Board of Education shall provide, upon the date each administrator attains tenure in the district, tuition reimbursement with a limit of \$1,200.00 per school year. Courses of study must meet with the approval of the Superintendent.

ARTICLE X

MANAGEMENT TEAM COMMUNICATIONS

At least once a year, all members of the management team, to include the Board of Education, Superintendent, School Business Administrator/Board Secretary, and all Administrators, shall meet for the purpose of maintaining close communications on matters relating to the operation of the Hanover Township Public School System. Meetings shall take place at a mutually agreed time. Agendas shall be formulated and exchanged by both parties prior to such meetings.

By common consent, additional meetings may be held as necessary.

ARTICLE XI**BOARD AUTHORITY AND RESPONSIBILITY**

- A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and logged with the Board.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- C. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District, and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE XII

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Hanover Township Administrators Association

By _____
President

By _____
Secretary

Date

Hanover Township Board of Education

By _____
President

By _____
Secretary

Date