

AGREEMENT BETWEEN

THE LONG HILL TOWNSHIP BOARD OF EDUCATION

AND

THE LONG HILL TOWNSHIP ASSOCIATION OF SCHOOL ADMINISTRATORS

July 1, 2007 to June 30, 2010

Ratified:  
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## 1. PREAMBLE

This Agreement, to be effective the first day of July, 2007, is by and between the Board of Education of Long Hill Township, hereinafter called "the Board", and the Long Hill Township Association of School Administrators, hereinafter called "the Association".

## 2. RECOGNITION

### 2.1 Inclusions and Exclusions

The Board recognizes the Association as the majority representative of the Administrative and/or Supervisory personnel employed by the Board for the purpose of collective negotiations and with respect to terms and conditions of employment pursuant to New Jersey Chapter 303 of the Laws of 1968 and amendments thereto. Exclusions:

Superintendent/Chief School Administrator  
Board Secretary/Business Administrator  
Internship Assignments

### 2.2. Jobs Covered

Unless otherwise indicated, the term Administrator when used hereinafter in this Agreement, shall refer to the employees represented by the Association in the negotiating unit. During this contract period, the job functions of the Association members include Assistant Superintendent for Curriculum and Instruction (.6 FTE), Principal of Millington School, Principal of Central School, Coordinator of Special Services, and Principal of Gillette School. To foster efficiencies, the school district has filled some of these positions by assigning dual roles to its Administrators. One dual-role position is Principal of Gillette School/Coordinator of Special Services. Others, when established shall become part of this contract as an addendum. The dual-role nature of these jobs is reflected in certain sections of this agreement. If the district should choose to modify its work functions, and some jobs change to single-role positions or secondary responsibilities are changed, certain sections of this agreement would have to be amended.

Upon entering into this contract, the position of Assistant Superintendent for Curriculum and Instruction is Dr. Karen Wetherell, the Principal of Central School is Mr. Richard Cimino, the Principal of Millington School is Mrs. Jennifer Dawson, the Principal of Gillette School/Coordinator of Special Services is Ms. Bonnie Munson.

## 3. NEGOTIATIONS PROCEDURES

A. The Board and the Association agree to enter into collective negotiations for a successor agreement in accordance with Chapter 303, Public Laws 1968 and amendments thereto. Both parties shall agree upon ground rules. The initial meeting shall be scheduled by mutual consent of both parties, during the year preceding termination of the current contract.

## 4. GRIEVANCE PROCEDURES

### 4.1. Grievance

Grievance as used herein shall mean a claim by the Association and/or Administrator that there has been an improper or unjust administrative decision, application, interpretation, or violation of the terms of this Agreement affecting the terms and conditions of employment.

### 4.2 Grievance Procedure

1. A grievance to be considered under this procedure must be initiated in writing and filed with the Superintendent within thirty (30) calendar days from the time the grievant knew of its occurrence.

2. An Administrator with a potential grievance shall first discuss it with the Superintendent, either directly or through the Association's representative from within the district, with the objective of resolving the matter informally.

3. The Superintendent will meet with the grievant in a good faith effort to resolve the matter and render a written decision within 14 calendar days of receipt of the written grievance.

4. If an agreeable solution is not reached, the grievant will have the right to appeal the Superintendent's decision to the Board for a final determination. Such appeal must be made in writing to the Board, and must be made within fourteen (14) calendar days of a decision by the superintendent.

5. After receiving the grievant's written appeal, the Board will review it at its next meeting. If appropriate, and mutually agreeable to the grievant and the Board, the Board will hear the grievance at the next regularly scheduled meeting following initial review of the written appeal. A written response to the grievance will be compiled within fourteen (14) days of the hearing. The decision of the Board of Education will be final except as provided below in paragraph B6. Copies of the decision will be furnished to the grievant and the Association.

6. Any grievance concerning the interpretation of a provision contained in this negotiated agreement between the Board of Education and the Association may, upon written request of either the Board or the Association, be submitted to advisory arbitration within 14 calendar days after the decision of the Board. Within seven (7) calendar days, the Board and the Association will attempt to agree upon an arbitrator.

If the Board and the Association are unable to agree upon the arbitrator, the party desiring arbitration shall, within seven (7) calendar days, request of PERC the assignment of an arbitrator in accordance with its rules and regulations. The Board and the Association will share the costs for the services of the arbitrator equally.

7. Nothing contained herein will preclude the Board and the Association from substituting binding arbitration for advisory arbitration subject to the mutual consent of both parties.

8. All pertinent data shall be filed in a separate grievance file and kept with the Board Secretary indefinitely and shall not be kept in the personnel file of the participants. After five years, a copy of the grievance shall be mailed to Public Employees Relations Commission for disposition in accordance with P.L. 1087 and amendments thereto.

#### 4.3 Representation

Any party in interest may be represented at all stages of the grievance procedure by himself/herself, legal counsel, and/or by a representative. If an administrator is not represented by the Association, the Association will have the right to be present and to state its view at all stages of the grievance procedure.

#### 4.4 Changes

The stated time schedule may be altered if agreed to by all parties in writing.

### 5. SICK LEAVE

Administrators employed for 200 or more days per year shall be entitled to 14 sick days each work year as of the first official day of said work year. All Administrators employed less than 200 days will be granted one (1) day of sick leave for every twenty days of employment.

Unused sick leave days shall be accumulated from year to year.

### 6. WORK YEAR, VACATION AND HOLIDAYS

#### 6.1 Work Year

The work year shall consist of 261 days, less twenty vacation days and up to fourteen specified holidays. The work year begins July 1 and concludes on June 30. The employee shall be on duty during all hours of school and administrative operation and shall also be responsible to attend weekend functions, evening functions and Board meetings as required. Employees shall be required to report to work on all inclement weather and emergency closing days if circumstances require the employee's attendance.

#### 6.2 Paid Holidays

Under normal circumstances, and unless a change is mutually agreed upon by the individual Administrator and the Superintendent, holidays for Administrators shall be consistent with the school calendar adopted by the Board of Education, except Administrators may be required to work all or part of Mid Winter Recess, Christmas Recess, and/or Spring Recess, with the agreement/direction of the superintendent to meet district needs and/or satisfy the work year terms of this agreement. All legal holidays within these recess periods shall be holidays for all Administrators. Prior to July 1 of the next fiscal year, the employee shall develop a proposed work schedule for the upcoming year for review with the direct supervisor.

### 6.3 Recognized Holidays

Holidays recognized by the Long Hill Township school district are limited to the following:

Independence Day	Labor Day	Rosh Hashanah
Yom Kippur	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	Day After Christmas
New Year's Day	President's Day	Day After President's Day
Good Friday	Memorial Day	

If the school calendar does not include all 14 of the listed holidays (e.g., a holiday may fall on a weekend and not be reflected as a day off from the Monday to Friday workweek), then one or more floating holidays may be offered to provide the 14 total holidays. The floating holiday(s) are to be used on a day when school is not in session, i.e. Teachers' Convention.

### 6.4 School Calendar

A. After consultation with Administrators, the Superintendent of Schools will endeavor to relieve from duty his/her Administrators for one entire recess period. The Superintendent should be mindful of the desire of his administrative staff and should endeavor to meet their respective needs. If an Administrator disagrees with the Superintendent's decision he may request a hearing with the Board of Education.

The Administrator should normally notify the Superintendent at least 30 days in advance of the first day of the recess during which the Administrator plans to be absent. If the Superintendent does not concur, he will notify the Administrator within ten (10) calendar days after receipt of notification or 20 calendar days prior to the start of the recess period requested.

B. Administrators will normally be expected to be at work whenever class is in session. This takes priority over the provisions described herein.

### 6.5 Vacation Days

#### A. Length of Work Year

The work year consists of 261 days less twenty (20) vacation days and fourteen (14) fixed holidays. The work year begins July 1 and concludes on June 30. The work periods can be adjusted by mutual consent. If an employee works less than a full fiscal year, the total number of days will be reduced in a pro-rata fashion. Vacation days will be accrued on a monthly basis (one and two-thirds days per month).

After ten years of service, vacation days increase to twenty-five (25).

#### B. Vacation Day Carry-Over

Up to five (5) days of vacation not used in a single contract year may be carried over to the next year, provided that the carry-over days are used within two months of the end of the contract year (i.e. during July and August, so that the use of these days does not impact the period when school is in session), and provided that such carry-over has been pre-approved by the

Superintendent of Schools so as to insure that the carry-over does not adversely impact the school district. Any unused vacation days that are not carried-over under this provision, and any carry-over days that are not used by September 1 of the succeeding school year, will be lost.

## 7. TEMPORARY LEAVES OF ABSENCES

The provisions stated below for absence shall be for the period covered by the contract. Unused days of this nature are not cumulative or transferable.

### 7.1 Death in the Immediate Family:

Leave of absence with full pay shall be granted from the day of death for a spouse, child, or any relative living in the same household with the employee. Leave of absence with full pay shall be granted for the death of a mother, father, brother, sister, grandparents, father-in-law, mother-in-law, or son/daughter-in-law, regardless of residence. The total allowance under this provision shall not exceed five (5) working days in any one year. In lieu of the above provision, if the deceased is a spouse or child of the employee, the allowance will be up to five (5) working days for each such death.

### 7.2 Serious Illness in the Immediate Family:

Leave of absence with full pay shall be granted for serious illness of employee's immediate family living in the same household with the employee, and mother and father, whether or not they are living in the employee's household. The total allowance under this provision shall not exceed two (2) working days annually during the period of this Agreement.

### 7.3 Marriage of Employee or Employee's Son or Daughter:

Leave of absence with full pay shall be granted for marriage of the employee or marriage of employee's son or daughter. The total allowance under this provision shall not exceed one (1) working day for each marriage.

### 7.4 Personal

An absence of two (2) days for personal reasons for which an explanation is not required shall be granted with full pay subject to the provision that the Superintendent shall be notified a minimum of three (3) days in advance, unless an unforeseen emergency arises. Up to two personal days not used at the end of the contract year will be converted to accumulated sick leave.

### 7.5 Additional Absences

Additional absences may be granted at the discretion of the Superintendent for reasons considered exceptional. These absences may be granted in any of the following ways:



1. With full pay, or
2. With partial pay, or
3. Without pay.

## 8. SABBATICAL LEAVE

Upon written application of the Administrator involved and subsequent recommendation of the Superintendent of Schools, the Board of Education may grant (by individual consideration) a Sabbatical Leave of Absence to an Administrator subject to the following conditions, limitations and provisions.

### 8.1 Conditions under which Sabbatical Leave may be Granted

1. The Administrator must have served the Long Hill Township School System for six (6) or more years of continuous full-time employment as an Administrator.
2. Budgetary limitations permit the expenditure.
3. The Sabbatical Leave shall not exceed twelve (12) continuous months.

### 8.2. Limitations

1. Sabbatical Leave will be only considered for one or more of the following purposes:
  - a. Full-time graduate study in an area that is relevant to the role of school Administrator;
  - b. An independent study of a problem or problems connected with the Long Hill Township School System or in the Administrator's area of responsibility;
  - c. Any other program approved by the Superintendent of Schools and the Board of Education.
2. If the Sabbatical Leave is for the pursuit of graduate course of study, a minimum of 18 credit points will be required. The study must be in courses for which graduate level credit is granted.
3. Sabbatical Leave shall not be granted for the purpose of engaging in gainful employment or for the purpose of study for a trade or another profession.

### 8.3 Salary and Tenure Rights

1. An Administrator on Sabbatical Leave shall receive a salary equal to one half (1/2) the annual contracted salary to which he would have been entitled had he remained in his regular position. Said salary shall be paid in 24 equal installments, or by special arrangements agreed to by the Administrator and the Board of Education.

2. Regular payroll deductions shall be made from the salary received while on Sabbatical Leave, as required by Law and authorized by the Administrator.
3. Upon expiration of a Sabbatical Leave, an Administrator shall not again be eligible for Sabbatical Leave until another six (6) continuous years of full-time service as an Administrator have been completed.

#### 8.4 Provisions

1. The request for Sabbatical Leave must be submitted prior to November 1 of the work year previous to the year for which the leave of absence is desired. At the discretion of the Board of Education, requests prompted by exceptional cases may be submitted after November 1, but before April 1 of the work year prior to the year for which the leave of absence is desired.
2. The Administrator, prior to commencement of Sabbatical Leave, shall enter into a contract with the Board of Education to continue in service for a period of one (1) year after expiration of the Sabbatical Leave.
3. When graduate study is undertaken during the leave, a transcript will be required, and when leave had been granted for any other purposes written reports planned in consultation with the Superintendent will be required. Failure to provide the required transcripts or written reports within a reasonable time shall render the Board's obligation under this Article null and void retroactive to commencement of the leave of absence, and the Administrator shall be held responsible for assuring the return to the Board of all monies paid.
4. During the period of Sabbatical Leave, the Administrator's tenure rights, medical benefits, salary and pension advancements and accumulated sick days shall be safeguarded and retained, but the Administrator will not receive credit for unused sick days accumulated during the period of Sabbatical Leave.
5. Seventy five percent of all tuition costs not covered by other grants, scholarships or fellowships normally shall be reimbursed within 45 days following substantiation of successful completion of the course of study.

#### 9. TUITION REIMBURSEMENT

1. The Long Hill Township Board of Education will reimburse Administrators for the tuition costs of advanced credits beyond those required for a Master's Degree, for certification purposes, or professional growth or advanced graduate degrees, subject to the following conditions:
2. All courses are subject to the approval of the Superintendent in advance of registration.
3. Tuition reimbursement will be made for advanced credits leading to an increase in administrative proficiency subject to the favorable recommendation of the Superintendent and approval by the Board.

4. The provisions of this article will not be applicable for Administrators on Sabbatical Leave except as provided in Article VII.
5. Tuition reimbursement during any single contract year will be limited \$6000 per year. Reimbursement is specifically limited to tuition costs.
6. Textbooks required for courses may be ordered for the Professional Library subject to approval of the Superintendent. Books in the Professional Library may be utilized by the Administrators for the period of the course.
7. All courses of instruction shall be completed with a satisfactory or passing grade or level of achievement to be eligible for reimbursement. A satisfactory or passing grade shall be at the discretion of the college or university. Reimbursement normally shall be made in total by the Board of Education within 45 days following substantiation of successful completion of the course of studies.
8. All courses and courses of study referred to in this article and covered by this tuition reimbursement practice shall be taken and attended on the Administrator's own time, and at a time and in such a manner so as not to interfere with regular work responsibilities. No early release from regular duties during the school year will be permitted under this article.
9. Administrators not offered contracts for the subsequent work year and Administrators leaving of their own volition at the end of the current year are not covered by or included in this article unless prior concurrence as referenced in Section (A) of this article has been reached.

## 10.MEDICAL BENEFITS

### 10.1 Medical, Surgical, Major Medical

The Board shall provide hospital, surgical, medical and major medical insurance coverage for employees and their families, by enrollment of all eligible employees and their dependents in Horizon Blue Cross/Blue Shield. All employees will be given the option of choosing one of the following: Traditional, PPO, POS, HMO. The level of benefits in each plan shall be as guaranteed by the documents attached to this agreement.

It is further guaranteed that the Traditional Plan shall be equal to or better than the traditional plan offered by SHBP as of August 1, 2003. If, in the future, the Board unilaterally changes carriers without negotiating a change in the level of benefits, the benefits in the new plan shall be equal to or better than the benefits guaranteed by Horizon Blue Cross/Blue Shield as of July 1, 2003. The Board shall pay the entire cost of such coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employer elects to have covered. To be eligible for Board-paid coverage, the employee's work week must be twenty-two (22) hours or more.

The Board shall offer a cash option of \$3,500. for family coverage and \$3,000. for husband and wife coverage each year to any employee who wishes to waive medical coverage. If the employee who selects this option experiences a life-changing event, he/she shall be permitted to immediate re-entry into the plan and will not be required to wait for an open enrollment period.

## 10.2 Dental

The Board shall provide dental insurance coverage (including orthodontia for dependent children 18 years old or younger) for employees and their families, through enrollment in the Delta Dental Plan of New Jersey, Inc. (Program II-A) or substantially similar plan. The benefits under the plan shall be:

<u>Benefits</u>	<u>Co-Payments</u>
Preventive and Diagnostic	80%
Remaining Basic	80%
Crowns, Inlays and Gold Restorations	60%
Prosthodontic Services	60%
Orthodontic Benefits (child only)	50%

\$25.00 Single	Deductible – Not applicable to Preventive and Diagnostic
\$75.00 Family	Deductible – Not applicable to Preventive and Diagnostic
\$1,000. Calendar Year	Maximum – Excluding Orthodontic Benefits
\$1,000. Lifetime	Maximum for Orthodontic Benefits

Employees who elect not to receive dental insurance from the Board may choose a cash option benefit 50% of the cost for each of the three years.

## 10.3 Prescription Drugs

The Board shall provide prescription drug expense insurance coverage for employees and their families through enrollment in Fiabane or a substantially similar plan.

1. The prescription drug co-payment shall be fifteen dollars (\$15) for specific name brand drugs, ten dollars (\$10) for the generic equivalent drug, and five (\$5) for the mail order option.
2. Employees, at their discretion, may use the mail order option for long term prescriptions.
3. The Board shall offer a cash option each year to employees eligible for the prescription plan who opt out of the plan. The cash option will consist of 30% of the yearly cost for year one, 25% of the yearly cost for year two, and 20% of the yearly cost for year three. Those who choose the cash option shall have the right to opt back into the prescription plan during an open

enrollment period. If the carrier cancels prescription coverage because of low enrollment, those involuntarily deprived of the benefit shall choose one of the following:

- a) Cash Option; or
- b) Submit prescription bill to Board. The Board will reimburse the employee the cost of the prescription minus the co-pay. The employee will submit the balance to the medical plan and will reimburse the Board when payment is received from the carrier. The amount reimbursed by the carrier shall be deemed payment in full to the Board.

Employees who do not have a prescription card, whether because they have chose the cash option or because they are not eligible for a card, shall be eligible for prescription coverage through the medical plan in which they are enrolled. All medical plans provided by the Board shall offer access to prescription coverage.

Except for the limitation in C Prescription, the Board shall pay the entire cost of Dental and Prescription coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered.

#### 10.4 Benefits Stipend Option

1. At the employee's option, in lieu of providing the dental coverage and/or prescription drug coverage, the Board shall pay to the employee a Benefit Stipend equal to the Board's financial commitment.
2. All Benefit Stipends paid in lieu of insurance coverage shall not be considered as part of salary and shall be paid in four equal installments (every three months) to all employees.

#### 10.5 Disability Insurance

The board will provide a limited disability insurance policy of 60% of the administrator's salary, up to \$6000 per month coverage with a 90 day elimination period.

The Board will pay for \$1400, plus half of the remaining total cost for the administrators in this contract. The remaining half of the total cost will be split equally among the four administrators.

#### 10.6 Post-Retirement Benefits

Any employees who wish to continue health insurance benefits after retirement will be allowed to do so at the Board group rate, but at their own expense, and only to the extent and as long as permitted by the terms of the policies of insurance in effect in the district. The Board will assume the responsibility for administering this plan.

\*If prior to the effective date or during the term of this contract, other dental and/or prescription drug plans offering substantially the same benefits at lower premium costs are available, such plan or plans shall be substituted for the plan or plans indicated herein.

#### 10.7 Change in Plan Providers

If during the period covered by this Agreement benefits under any of the programs referred to in Section A, B or C of this article are expanded to provide coverage not specifically provided in these sections, any increases in cost resulting there from shall be paid in full by the employee. In the event State Law requires the employer to pay the increased cost of such additional coverage for the employee, then the contribution of the employer toward present dependent coverage shall be reduced by the additional amount the employer is required to pay for such additional employee coverage.

#### 10.8 Medical Exams

The Board will reimburse the employee an annual amount of up to \$350 to be used for out of pocket expenses for their annual medical examination.

### ARTICLE 11 – SALARIES

#### 11.1 After-school Activities and Meetings

Administrators shall attend meetings and activities after normal work hours (e.g. Board of Education meetings, PTO meetings, and after-school activities) as required by their positions and/or as directed by the Superintendent. Discretion shall be used by the Administrators, Superintendent and Board regarding required night meeting/activity attendance, so that all parties are satisfied that district needs are being met. In the event of a disagreement regarding the need or advisability of Administrator(s) attending particular night meeting/activity, the Board shall make the final decision.

#### 11.2 Salary Assignment

Salaries for current administrators will be determined in a manner based on a percentage increase negotiated for each year of the contract.

**Base** salaries, 2007-2008, are as follows:

Principal / Coordinator Special Services, Gillette – \$93,503

Principal, Millington - \$97,667

Principal, Central - \$112,683

Asst. Superintendent for Curriculum and Instruction - \$117,500 (.6 FTE = \$70,500)

#### 11.3 Salary Amount in Subsequent Years

**Base** salaries, 2008-2009, are as follows:

Principal / Coordinator Special Services, Gillette – \$97,360  
Principal, Millington - \$101,703  
Principal, Central - \$117,420  
Asst. Superintendent for Curriculum and Instruction - \$122,392 (.6 FTE = \$73,435.20)  
**Base** salaries, 2009-2010, are as follows:

Principal / Coordinator Special Services, Gillette – \$100,350  
Principal, Millington - \$105,806  
Principal, Central - \$122,083  
Asst. Superintendent for Curriculum and Instruction - \$127,018 (.6 FTE = \$76,210.80)

An additional \$2,000 per year will be added for doctoral status. (K. Wetherell)

#### 11.4 Merit Pay

Tenured administrators will receive a merit pay based on the recommendation of the superintendent at a maximum of five thousand dollars per year, for the length of the contract.

Non-Tenured administrators will receive a merit pay based on the recommendation of the superintendent at a maximum of three thousand dollars per year for the length of the contract.

Merit pay will be based on the completion of mutually set goals and completion of basic job responsibilities.

### ARTICLE 12 - BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement and amendments thereto, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Long Hill Township School District to the extent authorized by law.

### ARTICLE 13 - MISCELLANEOUS

#### 13.1 Travel Expense

The Board will reimburse Administrators for actual travel expense by personal automobile as incurred in professional activities and approved by the Superintendent at the rates applicable for official travel as established by the Board. For an administrator with a second assignment at a different school, a flat fee of three hundred dollars per year will be reimbursed.

#### 13.2 Dues Payments

The Board will pay for the cost of the annual dues of general membership in bona fide professional organizations subject to the following limitations:

1. The organization must be concerned primarily with the field of education on the administrative or managerial level.
2. The annual expense payment shall not exceed \$1,000 per dual-role Administrator, and \$600 per single-role Administrator.

### 13.3 Conference/Convention

The Board will pay for transportation, lodging, meals, and fees, up to a maximum of \$2000 per work year, for one Administrator to attend if possible, on a rotating basis, a conference or convention. Any unused funds shall be available for other Administrators to attend other conferences or conventions during the work year. Approval by the Superintendent is required for all trip requests.

### 13.4 Duplication of Agreement

A copy of this Agreement shall be provided to each member of the Association at Board expense.

### 13.5 Use of School Facilities

The Association shall have the right to use school facilities for meetings of the membership outside of the school day at no charge to the Association. Normal application procedures shall be followed.

### 13.6 Contract Dates

Individual contracts including salary specifications shall be issued to each Administrator on or before the last day of April of the work year prior to the period of employment covered in this contract.

### 13.7 Notification of Acceptance

Each Administrator must advise the Board, in writing, of his/her intent to accept or reject employment for the following work year on or before the last day of May of the work year prior to period of employment covered in the employment contract tendered him/her by the Board. Failure to so advise the Board shall constitute a resignation by the Administrator, effective June 30th of the current work year.

### 13.8 Contracted Addresses

For the purposes of communication concerning this Agreement, the following addresses will be in effect for the term of this Agreement:

Secretary of the Board of Education



Long Hill Township Public Schools  
759 Valley Road  
Gillette, New Jersey 07933

President of LHASA  
Long Hill Township Association of School Administrators  
Long Hill Township Public Schools

## 14 - DURATION OF AGREEMENT

### 14.1 Contract Period

This Agreement shall be effective from July 1, 2007 through June 30, 2010.

### 14.2 Separability

If any provision of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect.

## 15 – SEPARATION FROM SERVICE

### 15.1 Vacation Days

Upon separation from employment in the District, the Board will pay for all unused vacation days up to a maximum of ten days, at the per-diem rate of the final year's base annual salary. If this contract is terminated by the Employee prior to the end of a fiscal year (i.e. June 30), there will be no payment for unused vacation days for that year. Throughout the term of this agreement, the per-diem rate shall be calculated as 1/261 of the current annual base salary.

### 15.2 Retirement Reimbursement for Unused Sick Days

This section applies only to those administrators in this contract, July 1, 2004 – June 30, 2007

A. Administrators having completed at least ten (10) years of service in Long Hill Township as of the effective date of their retirement shall be entitled to receive a Retirement Reimbursement. The amount of this Retirement Reimbursement shall be calculated by multiplying the total number of years worked in Long Hill Township by ten days per year (10) and reducing this product by the total number of sick days (benefits) actually used by the Administrator during such years of service. The resulting number shall constitute the Administrator's remaining "unused sick days for Retirement Reimbursement calculation". One fourth (25%) of this "unused sick days" total shall then be multiplied by the Total Per Diem Rate of salary paid the Administrator during his/her last year of service to determine the dollar amount of the Retirement Reimbursement. The Total Per Diem Rate is obtained by dividing the Total Salary by the Work Days in Year.

B. Illustrative Example:

Assume employee has worked 20 years, has taken 50 sick days, and has a Total Salary of \$91,200 for a 228 day work year in the final work year.

Unused sick days for Retirement Reimbursement calculation =  
{Number of years worked x 10 days per year} less sick days used =  
{20 years x 10 days per year} - 50 days = 200 - 50 = 150

Retirement Reimbursement amount =  
0.25 x Unused sick days for Retirement Reimbursement calculation x Total Per Diem  
Rate =  
.25 x 150 days x \$91,200 / 228 = .25 x 150 x \$400 = \$15,000

C. An Administrator shall be entitled to receive this Retirement Reimbursement only if the Administrator is eligible to commence drawing (or receiving) pension payments from the Pension and Annuity Fund at the time the Administrator retires as an employee of the Long Hill Township School District. The fact that a retiring Administrator has earned deferred pension benefits, but such benefits will not begin at the time of retirement from the Long Hill Township School District, means the Administrator will not be eligible to receive this Retirement Reimbursement.

D. The Board will make every effort to pay this Retirement Reimbursement at the time the retirement of the Administrator in question becomes effective, provided the Board is given sufficient advance notice of the date upon which the Administrator intends to retire. Under normal circumstances (excluding unforeseen medical reasons), notice given during the first three months of the work year of an intent to retire at the end of the work year will be sufficient to permit the Board to budget for such Retirement Reimbursement. Failure to give sufficient advance notice may result in delay in making Retirement Reimbursement payment until such payment is properly funded as part of a budget for a subsequent fiscal year. In such cases, a payment schedule will be developed to try to accommodate the needs of the school district and the Administrator.

15.3 Payment to Estate

If the employee dies before any employment Agreement year is completed, no more contractual salary payments shall be made, except that payment for Employee's unused accumulated vacation days shall be made to the estate of the Employee.

16. COMPLETE AGREEMENT

This Employee Agreement embodies the entire agreement between the parties hereto and cannot be modified except by written agreement of the undersigned parties.

17. SAVINGS CLAUSE

If during the term of this Employment Agreement, it is found that a specific clause of the contract is illegal, the remainder of this Employment Agreement not affected shall remain in

full force and effect.

**18. RIGHT TO LEGAL COUNSEL**

Employee acknowledges that he or she has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this contract and that the Board's attorney does not represent him, in this regard.

**19. NEW JERSEY LAW**

This agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**20. Board Member Contract Review and Approval Form**

Board Member Name: \_\_\_\_\_

Date Board Member Received Review Draft: \_\_\_\_\_

Date Board Member Completed Review: \_\_\_\_\_

Date Board Member Approved Draft: \_\_\_\_\_

Board Member Signature: \_\_\_\_\_

Date Board Member Returned Signature Form: \_\_\_\_\_

Additional Comments by Board Member:

20. SIGNATURES

IN WITNESS THEREOF, the Board and Association have caused this Agreement to be executed by their duly authorized officers, and their corporate seals affixed, the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF  
LONG HILL TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_

Board Secretary      Date

Board President      Date

ATTEST:

THE LONG HILL TOWNSHIP  
ASSOCIATION OF SCHOOL  
ADMINISTRATORS

\_\_\_\_\_

\_\_\_\_\_

Date

President      Date