

# **High Point Administrators Association**

## **ARTICLE I - MEMBERSHIP**

### **A. Unit Membership – Recognition clause**

In Accordance with Chapter 123, Public Laws of 1974, the board recognizes the High Point Administrators Association, hereinafter known as “HPAA” or the “Association” as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the High Point Regional Board of Education, hereinafter know as “the Board,” including only: Principals, Assistant Principals, Director of Curriculum and Instruction, Director of Guidance and Director of Athletics.

### **B. Definitions**

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

#### **Employee – Member**

When used hereinafter in this Agreement, the terms shall refer to all professional administrative employees represented by the HPAA in the negotiating unit as above defined, and references to “males” shall include females.

## **ARTICLE 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 administrative personnel. Negotiations shall begin no later than 60 days prior to the final notification of the budget by the local Board of Education.

Negotiations shall commence with a meeting at a mutually satisfactory place as soon as practical but not later than 25 days after receipt of a notice of intent to negotiate, 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. Maintaining Current Benefits**

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.

## **D. 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.

This Agreement shall be effective as of 7/1/03 and shall continue in effect until 6/30/06 subject to the Association's right to negotiate over a successor agreement, as provided herein.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "Grievance" is a claim by any HPAA member or the Association regarding the interpretation, application, or violation of policies and administrative decisions affecting an employee or group of employees. The employee shall have the right to present his own appeal or designate any other person to appear with him or for him at any step in this appeal. The Superintendent shall be informed of the representative at least five (5) days prior to the hearings.

2. A “Grievant” is the person making the claim.

## **B. Purpose**

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 the administrator. Every effort will be made to resolve the matter informally initially.

## **C. Procedure**

1. Any employee who has a grievance shall, within thirty (30) days of its occurrence, discuss it first with the Superintendent in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) calendar days, the employee shall set forth the complaint in writing to the Superintendent. The written grievance shall contain the following elements:
  - (a) The nature of the grievance and the date occurred;
  - (b) The specific sections of the Agreement or Board policy alleged to have been violated;
  - (c) The results of the previous discussions;
  - (d) The employee’s dissatisfaction with the decision previously rendered;
  - (e) The relief sought.
3. The Superintendent shall resolve the matter as quickly as possible and in any event, within fifteen (15) calendar days. The Superintendent shall communicate the decision in writing along with the supporting reasons, to the employee.
4. If no decision is rendered by the superintendent within fifteen (15) calendar days, or if the grievance is not thus resolved to the employee’s satisfaction, the employee may request a review by the Board of Education. The request shall be submitted in writing to the Secretary of the Board of Education within fifteen (15) calendar days of the Superintendent’s response, or the day that the response was due.

The Board, or a committee thereof, may review the grievance, hold a hearing with the employee, unless waived by the employee and render a decision in writing within thirty (30) calendar days of the request for review.
5. If a grievance is not resolved to the employee’s satisfaction, it may be submitted to a third party for advisory arbitration. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may, within ten (10) calendar days of the employee’s receipt of the Board’s decision, be made to PERC. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

## **D. Miscellaneous Procedures**

1. A grievance affecting a group or class of employees may be filed by the Association directly with the superintendent and the Association shall identify the grievance as such in writing.

All meetings and hearing under this procedure shall not be conducted in public without the consent of all parties, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

During the time that a grievance is being processed as outlined in steps 1- through 5, all employees and the grievant shall continue to perform their contractual obligations under the direction of the superintendent.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the central office, and shall not be kept in the personnel file of any of the participants, and shall be available to only the individual person and the Superintendent.

## **ARTICLE IV - ADMINISTRATIVE EMPLOYEE RIGHTS**

### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### **C. Cause Provision**

No employee shall be reprimanded, disciplined, reduced in rank or compensation or deprived of any professional advantage without cause. Adverse evaluation of professional performance shall not be considered a reprimand.

## **ARTICLE V - ASSOCIATION RIGHTS & PRIVILEGES**

### **A. Released Time for Meetings**

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meeting, he shall suffer no loss in pay and/or benefits.

### **B. Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property after normal school hours, provided that this shall not interfere with or interrupt normal school operations.

### **C. Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including computers, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment incident to such use. All use is subject to approval by the superintendent.

### **D. Exclusive Rights**

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrative employees, as defined in the unit, and to no other organization.

## **ARTICLE VI - EVALUATION**

### **A. Right to Full Knowledge**

The Board of Education and the 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.

## **B. Frequency of Review**

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of two (2) written evaluations per year for each tenured employee and three (3) written evaluations for each non-tenured employee. The first one of two or the first two of three written evaluation shall be no later than December 31<sup>st</sup>. The balance of the written evaluations shall be no later than April 1<sup>st</sup>. The process shall be in accordance with provisions of NJAS6: 3-4.6 and 18A: 27-3.1.

## **C. Evaluation Procedures**

### **1. 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. Written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation and be advised that this will be placed in official personnel file.

### **2. Right of employee to respond**

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with NJSA 18A: 25-5. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report. Attachment must be received in the Superintendent's office within two (2) weeks.

### **3. Notice of contract renewal**

Each non-tenured administrative employee shall receive written notice no later than May 15 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

## **ARTICLE VII - PROMOTIONS/NEW POSITIONS (POSTING)**

### **A. Date of posting**

A notice of new or vacant positions shall be communicated to all employees and the Association through use of the internet as far in advance as practical but not less than five (5) calendar days before the final date when applications must be submitted. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice.

## **ARTICLE VIII - LEAVES OF ABSENCE**

### **A. Sick Leave**

#### **1. Accumulative**

All full-time, twelve-month employees shall be entitled to fourteen (14) sick days per year. Unused days of sick leave shall be accumulated from year to year. Sick leave is awarded on July 1 of each year of employment.

#### **2. Pay for unused sick leave**

Any employee retiring after ten (10) years of service to the High Point Regional School District or leaving after fifteen (15) years of service to the High Point Regional School District shall receive compensation for unused sick leave at a rate of \$100 per day to a maximum of 200 days of accumulated sick leave. Administrators will have the option of receiving this compensation at the time of retirement or separation from the district or postpone it until January 15<sup>th</sup> of the following year.

#### **3. Extended illness**

Where, in a protracted illness, an employee shall have exhausted his accumulated days of sick leave, he may continue to receive full pay as determined by the Board of Education and consistent with existing law.

### **B. Temporary Leaves of Absence**

Employees shall be entitled to personal leave to a total of five (5) days. This absence is not chargeable to sick leave.

Personal leave may be granted for the following reasons:

Death in the immediate family that includes: mother, father, husband, wife, sister, brother, son or daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, or daughter-in-law.

Serious illness in the immediate family. Leave will be granted for serious illness within immediate family. Supportive testimony by a physician may be required by the superintendent.

Court subpoena.

Personal business which cannot be handled outside of school hours.

Two personal days may be granted without explanation.

All requests for personal leave are subject to approval by the superintendent and must be made in writing at least one (1) week prior to intended absence. In the case of an emergency, the Superintendent should be notified as soon as possible. The personal day request form must be processed within one week after returning to school.

Additional personal days may be granted by the superintendent in emergency situations.

No personal days will be granted the day before or after a scheduled vacation for the purpose of extending a vacation.

Unused personal days will be added to the employee's compensable sick days at the rate of two (2) personal days for one (1) sick day according to the following schedule: (one-half personal days receive no credit).

<u>Personal Days</u>	<u>Sick Days</u>
5	2 ½
4	2
2	1
1	½
0	0

Time necessary for persons called into temporary active duty of any unit of United States Reserve or State National Guard. An administrator shall be paid the difference between his regular pay and any pay that he receives from the State or Federal Government pursuant to relevant statutes and regulations, provided such obligations cannot be fulfilled on days when school is not in a session.

### **C. Extended Leaves of Absence**

#### **1. Maternity leave of absence**

##### **A. General policy statement**

1. The Board of Education shall grant leave of absence for maternity, without pay, to any regularly employed certified staff member, upon written request for such leave accompanied by the proper certification of pregnancy by the employee's physician.

##### **B. Application for leave**

1. The employee shall notify the administration as soon as pregnancy is determined. This notification is to include the expected date of delivery and attending physician's name, address, and telephone number.

2. Upon receipt of this notification, a medical capability report will be mailed to the physician and a date determined for termination of active service.

3. At least five (5) months before the termination date, an application for maternity leave must be filed with the superintendent.

##### **C. Commencement of leave**

1. Leaves will normally begin on the date mutually agreed to by the employee, or physician, and the school administration, and shall extend to the reinstatement date.

##### **D. Employee capability**

1. When in the opinion of the Board, an employee's condition is in jeopardy, her job performance is declining or her absence places the progress of her students in jeopardy, the Board has the right to require a medical examination by her physician, at its expense.



Upon the recommendation of the medical examiner, the Board reserves the right to place the employee on maternity leave immediately.

E. Duration of leave

1. Such leave of absence shall be for a period not to exceed two (2) full calendar years beyond the date of which such leave becomes effective. However, under certain circumstances, the leave may be renewed at the discretion of the Board.

**2. Adoption of an infant child**

Any administrator adopting an infant child may receive a leave of absence under the conditions as set for Section A-1, 3, 5, 6, which leave shall commence upon receiving de facto custody of the infant, or earlier if necessary to fulfill the requirements for the adoption but in no case with less than thirty (30) days notice to the superintendent. The contract for the year in which the employee will be returned to full-time service must be returned signed or unsigned no later than fifteen (15) days after the date of issuance.

Where both husband and wife work for the High Point Regional School District, only one or the other may apply for and receive leave under this paragraph.

**4. Other**

A leave of absence may be granted to an administrator by the Board of Education for study, for travel, or for other good reasons.

**5. Family Leave**

Administrators shall be entitled to the benefits provided under the New Jersey Family Leave Act and the federal Family and Medical Leave Act.

**6. Continuation of benefits while on leave**

Employees while on leave without pay shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board.

**7. Return from leave**

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.

**8. Extensions and renewals**

All extensions or renewals of leaves shall be applied for and granted in writing.

## **ARTICLE IX - SABBATICAL LEAVE**

Administrative employees may be granted sabbatical leave, under the following conditions:

### **A. Procedure**

Applicants must have held an administrative position for five (5) continuous years at High Point.

The leave will encompass one (1) year at one-half (1/2) salary.

Salary after returning will be equal to the level the employee would have received had he continued in his position. Administrators must return and be employed by the district for two full years after completion of the sabbatical leave. Reason for sabbatical should be for the improvement or enhancement of educational programs in the district.

Application must be made on or before February 15<sup>th</sup> of the preceding year being requested, and applicants must be notified by April 15<sup>th</sup>.

All applications for sabbatical leave are subject to superintendent's approval. The Superintendent and Board of Education will not grant more than one administrative sabbatical leave per school year.

## **ARTICLE X - VACATION**

### **A. Time Allotted**

Annual vacations for association members shall be taken within the contract year at the discretion of the individual member and subject to the superintendent's approval. All administrators will be allowed vacation exclusive of holidays specified in this agreement as follows:

All new employees (years 1-5) covered by this agreement shall be entitled to 20 vacation days annually.

All other employees (years 6 and beyond) shall be entitled to 25 vacation days annually.

All current employees will be grandfathered and entitled to 25 vacation days annually regardless of experience.

All vacation days are awarded effective July 1 for each year of the contract.

Vacation days will be pro-rated for any employee for whom the Board of Education has accepted his letter of intent to retire.

Employees will be allowed to carry over a maximum of 10 cumulative vacation days during the life of the 2003-2006 contract.

Unused vacation days will be compensated on a per diem basis upon separation from the district.

## **B. Inclement Weather**

Employee attendance shall not be required whenever student attendance is not required due to inclement weather. At the superintendent's discretion, all employees will remain at least 45 minutes beyond the time of an early dismissal due to inclement weather.

## **Holidays**

1. Administrators shall be entitled to the following paid holidays for the 2003-04, 2004-05, 2005-06 school years:

July 4<sup>th</sup>

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

President's Day

Good Friday

Memorial Day

1. When school is not in session and one of the above holidays fall on the weekend, they will be observed on the nearest workday either Friday or Monday.

2. Administration shall be entitled to two (2) days off with pay for the New Jersey Education Association Convention.

3. If school is open on any of the holidays listed above, administration shall work and will receive a floating vacation day.

## **D. Separation from Service**

1. A member who dies before his contract period is completed shall have payment for his vacation days given to his estate.

A member who resigns or retires during the contract year shall receive cash payments for his unused pro-rated vacation days.

A member is required to give 60 days notice of his intent to terminate his employment contract.

**ARTICLE XI - SALARY AND COMPENSATION**

**Salary**

Three-year base salary increase of 4.5% (2003-2004); 4.5% (2004-2005); 4% (2005-2006) based on total salary monies with guide as outlined as follows:

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Principal	107,732	113,181	117,686
Assistant Principal (2)	95,874	100,868	105,162
Athletic Director	93,000	95,707	98,449
Director of Curriculum	89,916	94,520	98,989
Director of Guidance	87,000	89,895	93,374

This guide applies to present employees. New employees' salaries will be negotiated at the time they are hired.

**B. Longevity**

1. Longevity shall be paid as follows after completion of the below listed years of service within the High Point Regional School District:

12 years	\$800 per year
17 years	\$800 per year
21 years	\$800 per year
25 years	\$900 per year

2. Longevity for 25 years of service shall be only for service in High Point

3. All employees covered by this Agreement who were employed by the Board as of June 30, 1986 shall be credited with prior service with other school district, as previously granted for the purpose of the longevity benefit.

4. For all staff members covered by this Agreement who were employed on or after September 1, 2000 longevity shall be paid as follows after completion of the listed years of service with the High Point School District.

12 years	\$400 per year
17 years	\$600 per year
21 years	\$1,000 per year
25 years	\$1,200 per year

### **C. Additional Compensation**

Administrators will receive additional compensation when assigned duties and/or another position beyond those duties that are part of their contracted position resulting from a vacated position that is left unfilled beyond ninety (90) calendar days.

## **ARTICLE XII – INSURANCE BENEFITS**

- A. The Board of Education shall provide a hospitalization plan for all full time employees and their dependents. (Dependents as defined by the hospitalization plan in existence at the time of this agreement.) Full time employees are those working more than 30 hours per week. The Board shall also provide one hundred (100%) percent for the Blue Select plan. Employees may select the HMO Blue option for a hospitalization plan. The Board of Education shall provide the HMO Blue Option for all new administrators hired for the 2005-06 school year and thereafter including dependent coverage. The administrator may opt for the other plan but must pay the difference for three years. The Board of Education has the option to waive this clause and provide the Blue Select plan to a newly hired administrator if they choose to do so.
- B. The insurance carrier shall be determined by the Board of Education. Any new carrier chosen by the Board shall provide benefits equal to or better than those provided by the previous carrier.
- C. The Board of Education shall pay one hundred (100%) percent of the premium for the existing dental insurance plan.
- D. The Board of Education shall pay one hundred (100%) of the premium for the existing prescription drug program. Employees shall be required to pay a twenty (\$20.00) dollar co-pay charge for brand name prescription drugs and a ten (\$10.00) co-pay for generic prescription drugs. The same fees will also apply to the mail order option.
- E. Any employee on an extended medical leave (including disability for childbirth) shall remain in the insurance programs at the Board's expense for ninety (90) days after his/her sick leave expires. This 90 day period will run concurrently with the Federal/New Jersey Family Leave Act and/or if the employee does not return to employment, will run concurrently with the sixty day termination clause.
- F. The maximum amount claimable under the major medical shall be increased to an unlimited amount.

- G. The insurance carrier may require a staff member to obtain a second medical opinion prior to surgery.
- H. All employees using the Family Plan or the Parent and Child Plan have the option to opt-out of medical benefits, not including prescription and dental, provided they can provide proof of other insurance coverage (e.g. a spouse's plan.) Employees will be paid 30% of the medical premium cost only. An employee can opt back in with the following conditions:
- a. If there is a change in life circumstances meaning the employee will be without insurance (e.g. death, divorce, unemployment) the employee may opt back in immediately providing they can prove there is no insurance.
  - b. If there is a change in the employee's coverage (such a change in policy benefits, or an increase in a spouse's insurance costs, etc.) the employee may opt back in only during the open enrollment period. This enrollment period will take place October 1-31 of each year of enrollment beginning January 1<sup>st</sup> of the following year.
  - c. Opt out can occur once per year (July 1 to June 30) and will be paid in two equal (pro-rated if necessary) installments in each year (December and June). If the employee chooses to opt out and is placed on an unpaid leave of absence, reimbursement will be adjusted accordingly. A waiver process will be in place. The employee must submit a voucher to the Board of Education for reimbursement. This opt out provisions will be in accordance with IRS Section 25 Regulations.

**ARTICLE XIII – DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2006.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this Agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board this fifteenth day of October 2004.

This Agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate original copy being permanently bound.

ATTEST:       HIGH POINT REGIONAL HIGH SCHOOL BOARD OF EDUCATION

Secretary

President

ATTEST:       HIGH POINT ADMINISTRATORS ASSOCIATION

Secretary

President