

HACKETTSTOWN PUBLIC SCHOOL DISTRICT



2023-2028

**COLLECTIVE BARGAINING AGREEMENT
HACKETTSTOWN EDUCATION ASSOCIATION &
HACKETTSTOWN BOARD OF EDUCATION**

TABLE OF CONTENTS

Article 1: Recognition	4
Article II: Negotiation of Successor Agreement	5
Article III - Grievance Procedure	5
Article IV- Employee Rights	9
Article V: Association Rights and Privileges	9
Article VI: Teacher Work Year	10
Article VII: Teaching Hours and Teaching Load	11
Article VIII: Teacher Employment	14
Teacher IX: Salaries	15
Article X: Assignment	19
Article XI: Transfers and Reassignments	19
Article XII: Promotions	20
Article XIII: Teacher Evaluation	20
Article XIV: Sick Leave	20
Article XV: Temporary Leave of Absence	27
Article XVI: Extended Leave of Absence	29
Article XVII: Protection of Employees, Students & Property	31
Article XVIII: Insurance Protection	31
Article XIX: Deduction From Salary	33
Article XX: Instructional Council	34
Article XXI: Professional Development & Educational Improvement	34
Article XXII: Board's Rights Clause	36
Article XXIII: Custodial Staff	36

Article XXIV: Secretarial Staff	39
Article XXV: Support Staff and Bus Drivers	40
Article XXVI: Miscellaneous Provisions	41
Appendix I: Salary Guides	44
Appendix II: Elementary Stipend Guide	60
Appendix III: Middle School Stipend Guide	61
Appendix IV: High School Stipend Guide	63
Appendix V: Other Per Diem Stipends	66
Appendix VI: Athletics Salary Guide	67

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Certificated Staff

Librarians

Nurses

Learning Disability Teacher - Consultant

Guidance Counselors

Student Assistance Counselors

School Psychologist

Speech Correctionists

Social Workers

In-School Suspension Coordinator (a non-certified position)

Custodians

Maintenance

School Building Secretaries

Full-Time Teacher Assistants - Defined as no less than 35 hours

Part-time Teacher Assistants- Defined as less than 35 hours

Excluded from this recognition are:

Secretary to the Superintendent

Administrative Assistant

Secretary to the Director of Curr. & Inst.

Assistant to the Business Administrator

Payables Specialist I

Payables Specialist II

Payroll & Benefits Specialist

Secretary to the Director of Special Services

ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Parties agree to enter into collective negotiation over a successor Agreement. Negotiations for the successor Agreement shall commence no later than one hundred twenty (120) days prior to the Board's required budget submission date (as defined in PERC regulations) but in no event later than December 15 of the year prior to termination of the Agreement.
- B. 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 III: GRIEVANCE PROCEDURE

- A. **Definition:** A "grievance" is a claim by an employee, or the Association on behalf of an employee or group of employees, based upon an alleged misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions rendered there-under affecting the terms and conditions of employment.
- B. **Purpose:** The purpose of this procedure is to secure, at the lowest possible level, a resolution to differences concerning the rights of the Parties regarding terms and conditions of employment. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Association agrees that those items which are expressly related to the Ridgefield Park decision of the New Jersey Supreme Court will not be subject to the Grievance Procedure.

- C. In the following procedure it is understood that the employee has the option to proceed either directly or to be accompanied by a representative of the Association:
1. The Parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any questions or proposals until the procedures in the Agreement are fully exhausted. A grievant who does not meet the timelines as prescribed automatically waives the right to further appeal, and the grievance

shall automatically be considered null and void.

2. Any Board of Education employee who has a grievance (as heretofore defined) shall within thirty (30) school days following the occurrence of the alleged happenstance present it first to the Professional Rights and Responsibilities Committee of the Hackettstown Education Association to decide the worth of the grievance. The P.R. & R. Committee shall make a decision within ten (10) school days. If the employee is dissatisfied with the decision of the P.R. & R. Committee, the employee has the right, within seven (7) school days to continue the grievance by discussing it with the Supervising Principal (or the Immediate Superior, if applicable) in an attempt to resolve the matter at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee shall, within four (4) school days, set forth the grievance in writing to the Principal. To be timely and effective, the written grievance must set forth in reasonable detail the underlying facts, the contract violations, and the remedy sought. The Principal shall communicate the decision on the matter to the employee in writing within four (4) school days of the receipt of the written grievance. Carbon copy to go to the Principal and Superintendent.
4. The employee may appeal the Principal's decision within seven (7) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall arrive at a decision within seven (7) school days of receipt of the written appeal. The Superintendent shall communicate the decision on the matter in writing, along with supporting reasons, to the employee. Carbon copies to the Principal, Superintendent, and the Board.
5. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request, within seven (7) days, that a committee of the particular employee organization such as the Hackettstown Education Association's Professional Rights and Responsibilities Committee, which includes employees of the Hackettstown School System, review the grievance. The Committee will use its best influence to eliminate grievances which, in its opinion, are not worthy of further consideration. If the matter is not resolved within fourteen (14) school

days, the Committee shall drop the matter from further consideration.

6. If after all preceding steps as stipulated heretofore have been utilized and a grievance alleges misinterpretation, misapplication or violation of the Agreement, the employee shall refer the grievance through the Superintendent's office to the Board of Education, within four (4) school days of the determination of the H.E.A.'s P. R. & R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent, and the Board.
7. If the grievance involves misinterpretation, misapplication or violation of the written Agreement, the employee shall have the right within ten (10) school days following the decision of the Board, to request binding arbitration pursuant to rules and regulations established by the Public Employee Relations Commission under the provisions of New Jersey Law. The arbitrator's opinion and award shall be in writing and shall contain detailed findings and conclusions. The arbitrator shall be without authority to add to, modify or delete any of the provisions of this Agreement. The recommendation for settlement made by the Arbitrator will be binding on both Parties. The cost of the Arbitrator's services, if any, shall be paid by the losing party and each of the Parties shall bear their own costs.
8. If the grievance alleges misinterpretation, misapplication or violation of Board policies or administrative decisions involving the interpretation or application of Board policies, the grievance may be referred through the Superintendent's office to the Board of Education within four (4) school days of the determination of the H.E.A.'s P. R. & R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent and Board. Said grievance shall not be subject to binding arbitration.
9. No claim by an aggrieved party shall constitute an arbitrable grievance beyond

Board level or be processed beyond Board level if it pertains to:

- a. any matter for which a detailed method of review is prescribed by law, or
 - b. any rule or regulation of the State Commissioner of Education, or
 - c. any existing by-laws of the Board of Education, or
 - d. any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone, or
 - e. any complaint of a non-tenured teacher which arises by reason of not being reemployed.
10. When it is determined by the H.E.A. that a court appeal shall be undertaken following an arbitrator's decision, the following conditions shall prevail. If the court rules in favor of the Association, the Board of Education will compensate the Association up to a maximum of \$1,000 for attorney fees and court costs in conjunction with all court proceedings. On the other hand, if the court rules in favor of the Board, the Association will compensate the Board up to a maximum of \$1,000 for attorney fees and court costs in conjunction with all court proceedings. In no event, however, will either Party be liable to pay in excess of \$2,000 within the existence of the negotiated Agreement for such costs.

ARTICLE IV: EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any such activity. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Laws or other applicable laws and regulations.
- B. The Board and the Association agree that there shall be no disciplinary action, reprimand or deprivation of any employee's rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause. Nothing stated in this paragraph B shall be construed as granting contractual tenure to the employees covered by this Agreement. It is expressly agreed that the just cause standard set forth in this paragraph B shall not apply to the Board's decisions regarding either annual appointments or mid-term terminations of NON- TENURE employees, since the employment relationship is deemed to be at will.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to comply with all reasonable requests by the Association for available information within the public domain which may be necessary for the Association to process any grievance or complaint.
- B. The Association shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall approve in advance of the time and place of all such meetings.
- C. The Association shall have the privilege of reasonable use of the interschool mail facilities, school mailboxes, and District-e-mail to conduct Association business.
- D. The President of the Association shall meet with the Superintendent for the purposes of

scheduling five (5) periods or release time not to exceed 200 minutes per five-day week for the President or a teacher designee in periods other than normal preparation and lunch to conduct Association business.

It is understood that arrangements may vary from year to year depending upon the needs of the educational program and that any conduct of Association business will not interfere with the educational process of the District.

The above cited meeting shall occur prior to September 10. Said schedule shall be established no later than September 15 of each contract year.

- E. The HEA president shall have, with the prior approval of the Superintendent, one (1) day a month release time for the purpose of attending conferences and seminars.

ARTICLE VI: TEACHER WORK YEAR

- A. A committee of three (3) employees shall be appointed by the Association to advise and recommend to the Administration an appropriate calendar for the school year on or before March 1, from the period August 22nd to June 30. If the year begins in August, the first paycheck will be earlier than September 15 by one day for every two days the year starts prior to September 1.
- B. The teacher work year shall consist of a minimum of one hundred eighty-two (182) student instruction days, one (1) teacher day and one (1) teacher workshop day prior to the start of school, and, at the Superintendent's discretion, two (2) full teacher workshop days. The teachers' last day of work shall be the last student day. It is understood that some teachers may voluntarily elect to come into work the day after the last student day to complete end of the year paperwork and activities required to transition from the current year to the next school year. This day will not be used for meetings, workshops, or in-service programs.
- C. The teacher work year shall not exceed 186 days as per Article VII (C) 1.
- D. On days with scheduled "Back to School Nights", teachers shall be dismissed no later than the conclusion of the students' day.

ARTICLE VII: TEACHING HOURS AND TEACHING LOAD

A. Teachers shall have a daily duty-free continuous uninterrupted lunch of at least the following lengths:

1. **Primary School** 30 minutes
2. **Middle School** 30 minutes
3. **High School** 30 minutes

Lunch at the middle and high schools shall be scheduled between 10:30 a.m. and 12:45 p.m.

B.

1. Classroom teachers shall, in addition to their lunch period, have preparation time daily during which they shall not be assigned to any other duties. A preparation period shall be defined as a full period of teacher directed time in which professional staff shall be free from any duties, coverage, meetings, curriculum writing and pupil contact.
2. When a teacher is requested to forfeit an unassigned period to cover a class or activity of another teacher, the teacher shall be compensated at the rate of 0-15 minutes: \$15; 16-30 minutes: \$30; 31-45 minutes: \$45; and \$15 for each additional 15 minute block. Such coverage shall be arranged by the Building Principal or with the approval of the Building Principal.

C.

1. The in-school work year for the professional staff employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed 186 school days.
2. With the exception of assignments contemplated by Article IX, N., any teacher, including a nurse, who is required to work beyond the regular teacher in-school work day as defined in Article VII D.1. shall be compensated at a rate of \$45.00 per

hour. Effective with the 2015-16 school year, teachers shall stay for Back to School Night, 8th Grade Open House (MS and HS teachers), 8th Grade Promotion (MS teachers), and HS Graduation (HS teachers) unless excused by the Building Principal, without additional compensation.

3. Professional employees shall be required to report for duty ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave twenty-five (25) minutes after the close of the pupils' school day. These minutes shall be flexible and use shall not be limited to: Curriculum, Professional Development, Professional Responsibilities, and Student/Parent Contact. Minutes may be combined and executed before or after school. This time shall not be pupil contact time as it applies to teaching assignments, but includes before-school and after-school pupil assistance. The Board may invite pupils to participate in before-school and after-school pupil assistance on at least two (2) days per week specific with each teacher. This assistance period shall be called "Teacher Office Hours" and each teacher shall post their scheduled dates/times for each month by the 15th of the preceding month. Coaches will generally schedule time before school when their sport/activity is in season. Unless an exception has been granted, teachers shall schedule times after school. Teachers are expected to schedule dates/times around scheduled faculty meetings and clubs.
1. Building-based professional employees may be required to remain after the end of the regular day, without compensation, for the purpose of attending building faculty and other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and, ordinarily, last no more than sixty (60) minutes. If a meeting shall exceed sixty (60) minutes, a professional employee may leave after such length of time has been reached. The number of meetings called by individual building Administrators or Supervisors will not exceed sixteen (16). Additional or special meetings may be called by the Superintendent or his/her designee. An agenda will be provided seven (7) days prior to the meetings. There will be no professional meetings on Fridays or days preceding holidays and vacations. Such utilization of this time will be reviewed annually by the Instructional Council.
2. The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to regular meetings. Teachers shall have the opportunity to

suggest items for the agenda. This requirement of notice and agenda for meetings shall be waived in cases of emergency.

- E. No specific limit shall be set as to the size of any class. However, everything possible shall be done to establish and maintain class groups that are reasonable in pupil size commensurate with an effective educational program.
- F. The Middle School Day is seven hours and five (5) minutes in length. Effective July 1, 2020, the middle school student day shall be updated to reflect the changes to C.3. above.

Effective, July 1, 2023, the daily High School teachers' schedule consists of six (6) teaching blocks, two (2) blocks for teacher preparation, one (1) block for other related educational activities (REA), which will occur once during the rotation. The REA will be a combination of administrative assigned responsibilities and professional meetings. The REA will replace one teacher preparation period on a day when two (2) preparation periods occur, with a maximum of one REA per rotation per four-day rotation. All certified staff members will be responsible for a maximum of one REA per four-day rotation.

Effective July 1, 2016, twenty (20) minutes were added to the instructional day (excluding lunch) at the High School. This time will be considered a Flex period assignment. Teaching staff members should expect Flex period time to include at least two (2) student contact times (labs, tutoring, athletic and club meetings, etc), a maximum of one Student Supervision coverage per rotation, at least one Professional Learning Community (PLC) period, and at least one Flex period (student contact, PLC, and/or planning). This pattern will hold for each five (5) consecutive school days, but may change week to week to accommodate students, teachers, and club schedules. Regarding all high school staff, the specific usage of Flex time will vary based on position/title and final usage of the time is at the discretion of the high school administration. High School special education teachers that forfeit preparation time to attend IEP meetings will be provided an equal amount of preparation time during the Flex Period assignments, including the exemption from Student Supervision during the same rotation."

- G. It is the intent of the P.R. & R. Committee to intervene in situations that it deems appropriate at the request of the building principals. This function will be available for

the duration of this agreement.

ARTICLE VIII: TEACHER EMPLOYMENT

- A. Credit for previous outside teaching experience in a duly accredited school may be granted to new employees of the Board at the time of initial employment. Credit for military service shall not exceed four (4) years.
- B. It is the intent of the Board to notify teachers of their contract and salary status for the ensuing year as early in the school year as possible to comply with law.
- C.
 - 1. Only graduate credits earned after the awarding of the Bachelor's degree, and approved by the Superintendent, will be recognized as credit toward Bachelor's Plus 15 or Bachelor's Plus 30 on the salary scale.
 - 2. To qualify for placement on the Master's Degree Plus 30 scale, a person must have earned a Master's Degree and, in addition, must have accumulated a minimum of 30 additional graduate credits after obtaining the Master's Degree.
 - 3. Advancement from one category to another on the salary guide shall be granted effective September 1 and February 1. Payment shall be made retroactive to September 1 and February 1 upon presentation of evidence of eligibility, which must be presented no later than September 30 and February 28.
 - 4. A 10-month employee shall advance on the salary guide for the succeeding year (where a step is available), if he/she has worked or has been on a paid leave of absence of any kind provided by this agreement, for more than a total of 93 days during the current year. A 12-month employee shall advance on the salary guide for the succeeding year (where a step is available), if he/she has worked or has been on a paid leave of absence of any kind provided by this agreement, for more than a total of 112 days during the current year.
- D. All full-time teacher appointments are to be on a ten (10) month contract basis with summer appointments separately contracted. The Child Study Team (CST) and School Nurses will work a maximum of seven (7) days during the summer. Based upon need and mutual agreement, and with prior Superintendent or designee approval, a CST

member or Nurse may exceed the seven (7) day limit. The specific days will be mutually agreed upon by the employee and supervisor to avoid conflict with the employee's scheduled vacation. Employees will be compensated for the additional time worked at the employee's hourly rate of pay.

ARTICLE IX: SALARIES

The salaries of all employees covered by this Agreement are set forth in the schedules which are attached hereto and made a part hereof. This agreement shall cover all current, retired, and resigned employees for the period from July 1, 2023 through June 30, 2028 (5 years), with all changes retroactive to the starting date unless otherwise noted. The parties agree that newly hired staff, future staff and current staff will not be placed "off-guide".

- A. The first paycheck will be issued on September 15. All paychecks will be issued via direct deposit.

When payday is on or during a school holiday, vacation, weekend or bank holiday, employees shall receive their paychecks on the last previous work day. Pay dates shall be posted in each building. In the event that there is a computer malfunction which precludes payrolls in accordance with the time cited in the Agreement, payment shall be made as soon as possible after the malfunction is corrected. The Board shall seek to correct the computer malfunction as expeditiously as possible.

- B. Ten-month employees shall receive their final checks on the last working day in June provided they have fulfilled all professional responsibilities to the satisfaction of the Administration.
- C. Guidance Counselors and Student Assistance Counselors (SAC) will work 2-3 days after the end of the school year, and 2-3 days before the beginning of the school year, not to exceed four (4) days. Additionally, the Guidance Counselors and SAC will work a maximum of 2 evening programs per school year. An annual payment of \$3,500 shall be allotted to these counselors for each year of this agreement to compensate them for the extra days mentioned above and in recognition of work beyond the school day to deal with, but not limited to the following: parental

conferences, record keeping, special student problems, and personalized services.

- D. Employees who are not paid stipends or are not a member of the Child Study Team (as per Article VIII-D.) or are not on a 12 month contract, shall be compensated for work days assigned beyond the regular work year at the rate of 1/200th of their regular salary for each day worked. An exception will be for employees not on the Child Study Team who must attend IEP meetings. These employees shall be compensated at their hourly rate of current salary for the time worked beyond the normal workday and year of 186 days.
- E. The Board will review and appoint all coaching and co-curricular positions each year. For full year co-curricular and Fall coaching positions, applications for such positions are to be submitted to the Board office by March 1 preceding the year for which appointment is requested; the Board will notify applicants of appointment by May 30. For Winter positions, applications for such positions are to be submitted to the Board Office by June 1 of the preceding year during which appointment is requested; the Board will notify applicants of appointment by July 31. For Spring positions, applications for such positions are to be submitted to the Board Office by September 15 of the preceding year during which appointment is requested; the Board will notify applicants of appointment by October 31.
- F. Home Instruction payment is to be \$41.50 per hour for the duration of this contract.
- G. Employees have the option of selecting a savings plan with the Board of Education selecting a local bank depository.
- H. Team Leaders per grade level, at Willow Grove, and at the Middle School shall be paid an annual stipend of \$1,500, pro-rated per marking period.
- I. Effective July 1, 2023, the High School lead teachers' schedule consists of up to five (5) teaching blocks, one (1) block of teacher preparation, one (1) block for lead teacher duties, one (1) block for related educational activities (REA), and a thirty (30) minute lunch daily. The REA block will be a combination of administrative assigned responsibilities and additional teacher preparation. Administrative assigned responsibilities consist of attending professional meetings (Freshman

Academy, IEP, 504, I&RS, etc.). If it is determined by the Superintendent or designee that a six (6) teaching block is needed, the REA block will be replaced by the sixth teaching block and it will be paid according to the paragraph below as a seventh block (paid on a prorated per diem basis if less than an entire year).

A High School teacher who teaches a seventh block shall receive as an addition to his/her pay an amount equal to one sixth ($1/6$) of his/her base salary, if the seventh block is a new preparation (or six thousand (\$6,000) dollars, whichever is greater). If the seventh block is a repeat of a class preparation for any of the other six blocks taught by the employee in the current year, the compensation shall be one eighth ($1/8$) of his/her base salary (or six thousand (\$6,000) dollars, whichever is greater). If the seventh block is a support section that does not carry credit towards graduation (Academic Support and/or Math/English Lab), the compensation shall be a flat rate of \$6,000.

- J. District presenters shall be compensated at the rate of forty dollars per hour. If the presentation is shared, the compensation shall be shared.
- K. The HEA and the Board recognize the creation of the position of High School Lead Teacher with an annual stipend of \$4,000, prorated per marking period. Based upon need and mutual agreement, and with prior Superintendent or designee approval, up to five (5) days may be worked during the summer, paid at the rate of \$45 per hour.
- L. Curriculum Writing will be defined as the creation of a new course curriculum from inception or a rewrite of an existing course where the majority of the standards or other aspects of the curriculum have substantially changed so drastically such that all units, concepts, learning objectives and skills need to be redesigned in their entirety, as determined by the Board.

Curriculum Revision, an expected part of a teacher's educational duties, is required yearly by all teachers to ensure that curricular documents are representative of updated New Jersey law, standards, classroom expectations and instruction as directed by the board. Revision shall be limited to common meeting time, team time and release time as orchestrated and deemed necessary by district and/ or building administration. The administration will avoid using

professional development time for curriculum revisions, and will not assign curriculum work during preparation periods. Curriculum revisions shall not account for more than 50% of the total district provided professional development time and cannot be assigned during preparation periods, without compensation.

Curriculum work for a new or existing course that is required to be completed during the summer months, or outside of regular school hours, with prior approval of the Director of Curriculum and Instruction and the Board of Education will be paid as follows:

- Curriculum Writing will be paid \$1500 per course or \$45/hour not to exceed \$1500 or 33 hours (in case there is a combination of in school time and out of school time).
- Curriculum Revision will be paid at an hourly rate of \$45/hour for a maximum of 10 hours. Any requested additional hours must receive pre-approval from the Director of Curriculum and must indicate how the initial time was spent as well as what still needs to be completed.
- Vouchers will be completed in a timely manner by all writers and any and all vouchers submitted for curriculum revisions and writing and will be paid promptly after Board approval. This approval will occur as promptly as possible, but no longer than two months following submission of the voucher.
- It is important to note that ongoing discussions and conversations about curriculum and instruction are to be expected and participated in over the course of the year without restriction as they are crucial to the success of our students. These discussions may occur in a variety of settings including professional learning time, team and/or department meetings, staff meetings or individually with administration.

M. Effective July 1, 2016, the parties establish a voluntary 10% post-tax deduction summer savings program in a non-interest bearing account for 10-month employees.

Staff will receive the summer savings payment at the end of June.

- N. Chaperones of non-stipended extra-curricular, co-curricular activities outside of the regular workday, and overnight class field trips shall be compensated at a rate of \$40.00 per hour, up to a maximum payment of \$200.00 per over night. This payment shall be made available upon submission of a timesheet to the Board Office.
- O. For employees hired in the District on or after July 1, 2016, longevity accrual shall be limited to years worked in the Hackettstown School District.

ARTICLE X: ASSIGNMENT

- A. Upon request, all teachers, teaching assistants and bus drivers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 15.
- B. In the event that changes in such schedules, class and/or subject assignment, building assignments, or room assignments are proposed after August 15, any teacher affected shall be notified in writing.

ARTICLE XI: TRANSFERS AND REASSIGNMENTS

- A. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employees shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.
- C. An employee who is involuntarily transferred shall be given the reasons for transfer in writing. The employee's immediate supervisor shall arrange a meeting with the employee to discuss the transfer.
- D. Any employee (except for custodians, see ARTICLE XXIII, K.) who is involuntarily transferred shall have the right to appeal the transfer to the Superintendent of Schools

and the Board of Education. If the employee requests a meeting with the Board of Education to discuss the employee's appeal, the request shall be honored and the Board of Education shall meet with the employee as soon as is practical, which shall normally be at the Board's next regularly scheduled meeting following receipt of the employee's request but shall in no event be later than the second regularly scheduled meeting following receipt of the employee's request.

- E. This Article shall not pertain to involuntary shift rotations for custodians as set forth in Article XXIII.

ARTICLE XII: PROMOTIONS

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent.

ARTICLE XIII: TEACHER EVALUATION

- A. The procedure for evaluation shall be as defined in the Board policy and in accordance with statute for teacher evaluation and is incorporated by reference in this Agreement. It is agreed that the Board retains all rights to establish criteria for teacher evaluation.
- B. All teacher evaluations shall be conducted by persons certified by New Jersey Board of Examiners to supervise instruction.
- C. All formal evaluations will be discussed with the teacher being evaluated.

ARTICLE XIV: SICK LEAVE

- A. Ten (10) month contract employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve (12) month contract employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limit to be used for

additional sick leave as needed in subsequent years.

- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.
- C. A physician's certificate indicating permission to return to work must be submitted if an illness is three (3) or more consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Violation of sick leave policy will result in loss of pay for the day or days involved.
- D. All employees, except teacher assistants and bus drivers, upon retirement and proof of eligibility under T.P.A.F. or P.E.R.S., after ten (10) years of regularly appointed service in the Hackettstown School District, shall receive a lump sum payment of fifty (\$50) dollars per day for each day of unused accumulated sick leave which was accumulated while employed in the Hackettstown School District. Teacher assistants shall be entitled to receive thirty (\$30) dollars per day for unused accumulated sick days. Such payment shall be limited to ten (10) days per year for all employees. Upon death of an eligible employee prior to retirement, entitlement amount shall be paid to employee's estate. This paragraph applies only to those individuals who were employed before July 1, 1996. Employees, except teacher assistants and bus drivers, hired on or after July 1, 1996, may accrue a maximum of one hundred (100) sick leave days for which they may receive payment upon retirement. Teacher assistants may accrue a maximum of fifty (50) sick leave days for which they may receive payment upon retirement. Notice of retirement shall be provided to the Board office prior to February 1st of the year of retirement, or payment may be delayed one year.
- E. **Sick Leave Bank**: The Board and the Association agree to the establishment of a voluntary sick leave bank by which staff may contribute days from their individual accumulated unused sick leave bank, for the use of other staff members who have exhausted all paid time in the event of a personal illness. The bank shall be established pursuant to P.L. 2007, Chapter 223. The sick leave banks shall be administered by a committee which shall be comprised of three (3) members selected by the Board of Education and three (3) members selected by the Association. The standards and procedures set forth below have been deemed appropriate for the operation of the sick

leave bank. These include, but are not limited to, eligibility requirements for participation in the sick leave bank and conditions under which the sick leave time may be drawn. It is understood that any days contributed will no longer be available for use by the donor, and that only staff who have donated days to the bank shall be eligible to apply for days from the bank. Should the bank be diminished the committee referenced above may, in its rules, provide for donation of additional days by staff who wish to remain eligible to participate in the plan. Under no circumstances does the Board of Education have any responsibility to provide any contribution of money or time toward the sick leave bank.

Section 1 - Intent of Bank - The Board and the Association agree to the establishment of a Sick Leave Bank effective upon the execution of this agreement beginning with the 2013-2014 school year. The intent of this Bank is to provide additional financial protection to Association members who incur a period of prolonged serious illness or hospitalization as defined by serious health condition below.

Section 1(a) - Definition - "Serious health condition" is defined as a potentially long-term serious health condition that is a non-work related injury, an acute or prolonged illness, physical or mental condition, injury, or impairment that is usually considered to be life-threatening. A "serious health condition" mostly involves inpatient care or continuing medical treatment that would likely result in a period of incapacity of more than 15 working days. A "serious health condition" shall be defined consistent with 29 C.F.R. 825.113 et. seq.

Section 2 - Participation/Eligibility - All tenured full-time Association members with 30 or more accumulated sick days may participate in donations to the Bank. Members must contribute to the Bank to be eligible to participate. No member is required to participate in the Bank. Donations must be voluntary. All eligible members may make a request to donate, subject to this agreement between the Association and the Board. A member may be eligible for up to thirty (30) days of donated sick time, subject to additional requests set forth in Section 6. Days withdrawn from the Bank can only be used for an employee's own personal illness or disability.

Section 3 The Bank shall not be available to any Association member who sustains an illness or injury that is subject to Worker's Compensation or while on a Leave of Absence that was granted to any reason other than medical for the member. In cases which involve work-related injuries and the individual is being compensated through Worker's

Compensation, no application will be considered until the individual is released by the Worker's Compensation physician and no further income is being received through Worker's Compensation Insurance. Before days can be granted from the Bank, all available paid leave days must be exhausted by the employee.

Section 4 - Donation of Days - Any full-time Association member may elect to participate in the Bank by signing an agreement to join by September 15th of each year. The agreement to join shall be mutually developed by the H.E.A and the Board. Each member who joins the Sick Leave Bank shall make an initial contribution of two (2) days of his/her accumulated sick leave to the Bank.

Any donation of sick leave is irrevocable. Participants who receive days from the Bank shall be compensated at their regular daily rate of pay. The sick days to be granted from this Bank will apply only in cases where all of the individual's paid leave days have been exhausted.

When the number of days in the Sick Leave Bank falls below 75, each employee who wishes to remain in the Sick Leave Bank must contribute a minimum of one (1) additional day to maintain coverage. No member may donate days that would bring their annual sick leave allotment to less than ten (10) days.

The Association shall be responsible for notifying Association members of the need for donations to the Sick Leave Bank. Donation forms will be available through and distributed by the Association. Completed donation forms are to be immediately sent to the Board Office.

Section 5 - Administration of the Bank - An Association member initiates the request for an application to use the Sick Leave Bank. The request is made through the President of the Association. The member will be required to sign a HIPPA release form giving authorization to verify any and all needed information for the use of the Sick Leave Bank. This information will be made available to the Association President and the Superintendent or his/her designee. All information will be treated as confidential. The Association President or Vice-President and the Superintendent or his/her designee will meet to verify the eligibility of the Sick Leave Request, which shall be final and binding and not subject to the grievance procedure or arbitration. Applications resulting from elective or cosmetic surgery will not be considered. The Bank may not be drawn upon during school breaks or any non-work days.

A doctor's statement on the physician's letterhead must be received with the application, stating the following:

- Applicant's name
- Reason for absence stating the reason for total disability
- Estimated length of absence/return to work
- Additional medical documentation may be required

In order to utilize the Sick Leave Bank, the Association member must have exhausted all paid leave time. Members will be eligible to make a request when an illness is verified to exceed fifteen (15) consecutive work days. The Bank will be retroactive to the first day of illness/injury.

An Association member electing to use the Sick Leave Bank shall complete an appropriate form in order to participate, which may be obtained from the Association. In the request, the member shall clearly state the details of his/her illness and the number of days of sick leave he/she is requesting from the Bank. All sick leave requests will be submitted to the Association. The Association member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Association or the District.

In consideration of the benefits of participating in the Bank, each applicant for benefits shall, as a condition of receiving any benefits, agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank is a discretionary decision and such decisions are final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the District and Association (and all their agents) from any loss they may sustain as a result of any claim or legal proceedings I may bring against them with respect to a decision made by any of them concerning this application."

In the event that the employee is personally unable to apply for usage of the Bank, an immediate family member of designee may make the request on behalf of the employee.

Section 6 - Committee - The Sick Leave Bank Committee shall consist of six members, three (3) selected by the Association and three (3) Board members. The Superintendent must designate an administrative representative that will be a non-voting member of the committee. The Committee is authorized to establish standards and procedures for the operation of the Bank. The Committee shall schedule meetings as necessary. A quorum must be present to conduct business. A quorum consists of at least two members from each

represented group.

The Business Administrator will provide the necessary accumulated sick day information to the Committee on a quarterly basis or more often as needed.

The Committee shall maintain minutes of its meetings. The Committee shall also communicate its decisions to the applicants.

The Committee may award an initial request up to 30 days. After the initial request is exhausted, an additional request may be made, not to exceed thirty (30) days per request or 60 total days per injury. No more than sixty (60) days may be granted in any one school year or ninety (90) days in two consecutive school years for each case presented to the Sick Bank.

The following factors will be taken into consideration by the Committee in their deliberations:

- Attendance history of applicant
- Previous requests and awards from the Sick Leave Bank
- Pre-existing conditions and the effect on absenteeism
- Seriousness of condition and estimated length of illness
- Any other meaningful factor for the Committee to make a determination

These guidelines shall be reviewed by the Committee annually in September. The Committee has the ability to amend and change these guidelines by a majority vote of the Committee.

Section 7 - Appeal - If the Committee does not grant sick bank days, the employee may appeal the decision in writing within five (5) working days of receipt of the decision. The employee shall submit to the Committee additional documentation supporting the appeal. The Committee shall reconsider its decision and notify the employee in writing within five (5) working days.

The determination of the Committee will be final.

Section 8 - Termination of Sick Leave Bank - In the event of a natural disaster or catastrophic event, the Committee shall retain the right to suspend the provisions of this article temporarily upon written notice to the Association.

Section 9 - Hold Harmless - The Association agrees that it will not file, on its own behalf or on behalf of any Association member, any grievance, claim or lawsuit of any kind related to

any request or use of any leave from the Sick Leave Bank.

The Association agrees to defend, indemnify, and hold harmless the District from any loss of damages arising from the implementation of this provision.

Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any Association member. Neither the Association nor the District will be held liable for the number of sick leave days donated or the result of a donation made.

No part of this agreement is intended to imply that the application of the Sick Leave Bank outlined above will be retroactive except that the use of the Sick Leave Bank days may be applied to the first day of illness/injury as outlined in Section 5 of this agreement.

Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in findings of wrongdoing, the member shall repay all sick leave days withdrawn from the Bank, return the monies paid by the Board and be subject to such disciplinary action as deemed appropriate by the District.

Section 10 - The agreement shall not be modified in whole or in part by the parties, except by a written amendment duly executed by both parties.

Section 11 - Nothing contained herein shall prohibit the Board from exercising its right under N.J.S.A. 18A:30-6 (prolonged absences beyond sick leave period).

Section 12 - By September 30th of each year, the Committee shall be provided with a written accounting of the total accumulated sick days in the Bank and written account of sick days donated to the Bank. The Committee shall be responsible for providing the records of which employees have donated sick days and shall be responsible for maintaining the Bank records. Should the bank cease to exist for any reason, donated days shall not be returned to any members.

ARTICLE XV: TEMPORARY LEAVE OF ABSENCE

All contract employees shall be entitled to the following leaves of absence with full pay each school year. A day's leave pay for part-timers matches their corresponding work day's pay.

- A. Five (5) days of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification by telephoning the answering service and stating that day of absence is to be a personal day. No more than one personal day may be used either before or after a holiday to meet personal responsibilities, which cannot be scheduled at another time, but only with the prior approval of the Building Principal. However, no reasonable requests for such use will be denied, and any denial shall be subject to the grievance procedures of this agreement. A holiday shall be defined as all work days where schools are closed in accordance with the approved school calendar for that year. The staff shall be entitled to use a personal day during a school break should the school calendar change for emergency reasons if the staff member had made prepaid reservations prior to the change in the school calendar. Staff may roll over up to two (2) personal leave days at the rate of .5 sick days per unused personal leave day.
- B. Personal leave day may be used for religious absence.
- C. Bereavement leave is paid leave that is available to an employee within a reasonable time immediately after the time of death. If death occurs in the immediate family of any employee that employee will be allowed absence, without reference to sick leave and in addition to personal leave above, at full pay as follows: Allowance five (5) days for parents or legal guardians, mother and father-in-law, spouse and children including adopted, step or foster children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law; (1) day for aunt, uncle, niece and nephew.

In event of miscarriage resulting in involuntary termination of pregnancy, up to three days of absence with pay without reference to sick leave shall be allowed.

- D. Employees shall be granted a maternity leave under existing State Law. In keeping

with State Law, accumulated sick day entitlement may be used for periods of disability caused by reasons of pregnancy and maternity.

E. Temporary leave of absence without pay may be granted or denied to full time contract employees. Such leave, for any reason or number of days, shall be granted or denied on a case by case basis at the sole discretion of the Chief School Administrator and such action shall not serve as a precedent with regard to future leave requests.

F. GOOD ATTENDANCE INCENTIVE:

The Board shall pay the following amounts at year end to employees not using personal illness, business, family illness, workers' compensation, or personal days during the year, according to the following schedule:

DAYS ABSENT	PROFESSIONAL STAFF	SUPPORT STAFF TEACHER ASSISTANTS BUS DRIVERS
0-days	\$1,200	** \$1,000
1-2 days	\$300	\$ \$250

**Custodian's attendance incentive for 0-days shall be \$1,000

To be eligible for the good attendance incentive amounts set forth above, a 10 month employee must have commenced employment by no later than November 1 and must have completed the remainder of the full school year, and a 12 month employee must have commenced employment by no later than September 1 and must have completed the remainder of the full school year. "The Good Attendance Incentive" amount shall be paid by July 15 of the year by which the incentive was earned. Effective July 1, 2015, the incentive amounts shall be prorated for part-time employees.

ARTICLE XVI: EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted a leave of absence shall be required to notify the Board of intent to return or not return to work not less than three (3) weeks prior to expiration of the leave. Such leave, for any reason or number of days, shall be granted or denied on a case by case basis at the discretion of the Board and such Board action shall not serve as a precedent with regard to future leave requests.
- B. The Board of Education may grant a sabbatical leave of absence to a teacher for a full school year upon the recommendation of the Superintendent of Schools and subject to the following conditions:
1. The teacher has completed at least seven (7) years of continuous full-time service in the Hackettstown School System prior to the first sabbatical leave and seven (7) continuous full years of service between subsequent leaves.
 2. The teacher shall agree to devote the sabbatical leave of absence to study which will contribute substantially to the teacher's educational growth.
 3. During the sabbatical leave, the teacher agrees not to engage in any full-time employment for remuneration.
 4. The teacher shall agree to remain in the service of the Hackettstown School System after the expiration of the sabbatical leave for at least two (2) full years. If the teacher fails to comply with the foregoing two (2) full years provision, the teacher shall return to the Board one-twentieth (1/20) of the compensation received while on sabbatical leave pursuant to section 5 below for every month (or major portion of a month) by which the teacher failed to comply with said two (2) full years period. A bond shall be posted by the person granted the sabbatical leave that will cover all costs to the Board for the time during the sabbatical leave, in the event that the teacher fails to comply with the terms of this agreement.
 5. During a sabbatical leave a teacher shall remain in the inactive employ of the Board and shall receive an annual compensation equal to fifty (50) percent of the ten (10) month contract for that year. From this compensation there shall be made the regular deductions for the Teachers Pension and Annuity Fund and such other deductions required by law and/or normally requested by the teacher.
 6. Upon the return from the sabbatical leave, the teacher shall be placed on the same level of the salary schedule which would have been achieved if actively employed in the system during the period of the leave.
 7. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) percent of full-time certificated teachers during any single school year.
 8. Petitions for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed on by the Association and the Superintendent no

later than January 1, preceding the school year for which the sabbatical leave is requested. Action shall be taken by the Board no later than March 1 following submission of the request.

9. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study in the form of passing grades in order to advance on the salary scale. Otherwise, the teacher shall return at the salary level payable during the sabbatical leave.

10. If the leave is granted for research, successful evidence of completion, of or advancement in, the research study must be submitted to the Superintendent in order to qualify for salary increment advancement as indicated above.

11. Persons granted a sabbatical leave shall be required to make continual reports to the Superintendent of Schools indicating progress of the sabbatical leave so as to assure that the purpose for which it was intended is being attained. (Such reports shall not be the sole cause for surrender of the sabbatical.)

12. Upon return, the person granted the sabbatical shall make a full report to the Board of Education and Superintendent. Such report shall be subsequently filed in the appropriate area of the school library. Publishers' rights shall not be denied the author regardless of whether or not the material is copyrighted.

- C. Child Care Leave — It is the intent of the Board to show its concern for the continuity of the educational process. The Board's first responsibility is to the students of this district. The Board is also willing to show concern for the children of its employees by granting a child care leave at its discretion.

The leave may be granted for up to two full school years with the inclusion of federal and state statutes. The time frame of the leave should not disrupt the continuity of the educational process.

Any employee granted this leave shall be required to notify the Board of intent to return or not to return to work by April 1st, for the following school year.

In extreme case of hardship, a forty-five day notice of intent to return to work is required prior to the originally agreed upon return date.

Employees shall have the option of using up to four (4) weeks of personal and/or vacation days during their unpaid family leave of absence. The Board shall not file a request with the State seeking to reduce the employee's six (6) weeks of Family Leave Insurance.

ARTICLE XVII: PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board as soon as possible to advise and recommend programs to guarantee the safety of employees, students and property.

ARTICLE XVIII: INSURANCE PROTECTION

A. Health Care Coverage

The Board shall provide health care insurance protection as designated below, except to teacher assistants and bus drivers. The Board shall pay the premium for family, single or dependent plan, less the employee contributions towards health insurance made in accordance with applicable law. Provisions of the health care insurance program shall be detailed in master policies and contracts. The Board of Education will not assume any liability or admit any liability for any coverage or benefits not provided in the master policy.

Non certified employees excluded working 30 hours or more per week in the preceding paragraph may purchase all or part of the district's health benefits program through payroll deduction with pre tax dollars. The district will make the necessary arrangements for a cafeteria 125 plan to allow for this benefit.

1. Provisions of coverage

Provisions of health care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major Medical coverage, lifetime maximum unlimited
- g. Co-pay for office visits: \$15.00 per visit; Emergency room co-pay shall be \$50, waived if admitted as an in-patient
- h. Prescription Coverage co-pay - \$10.00 generic; \$20.00 preferred brand on drug plan list and \$35.00 for non preferred name brand drugs not listed. Mail order prescriptions are subject to the same co-pays for each category.
- i. Employees will not have the ability to submit prescription drug co-pays for reimbursement through Major Medical.
- j. Deductibles of \$400.00 for single coverage and \$1,000.00 for family coverage. The Board shall also make available non-mandatory health

plans with high deductibles and health savings accounts.

- k. Out of network coverage percentage of 70%/30%
 - l. Mandatory surgical second opinion program (50% for non-compliance)
 - m. Incentive Ambulatory Surgery program
 - n. Out of hospital mental health benefit: 50% to \$2,000 up to \$80 per visit
 - o. Non-chronic conditions (short-term therapy) shall be limited to a maximum of thirty sessions per illness or injury; short term therapies (including chiropractic) shall be limited to 60 visits per year.
2. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

B. Dental Care Coverage

The Board shall provide employee and family dental care insurance, except teacher assistants and bus drivers, as follows:

1. Provisions of Coverage

Preventive and Diagnostic 100%

Basic Service 80%

Prosthodontic Service 50%

Lifetime child orthodontia maximum of \$2,000

Maximum amount \$2,000 per person, \$50 annual deductible per person or \$150 per family (not applicable to preventive and diagnostic). Effective July 1, 2020, the maximum amount shall be increased to \$2,500 per person.

- C. The Board shall request the carrier to provide to each employee a description of insurance coverage provided under this Article no later than the beginning of the contract year setting forth a clear description of the conditions and limits of the policy.

D. Complete Annual Coverage

The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 for employees on contract continuing in the employ of the Board following the summer recess. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation coverage.

E Drop Clause Incentive

(Applies to coverage under A and B) An annual cash incentive of \$5,000, which may be

prorated for partial year, to an employee married to district employee or covered elsewhere to drop all coverage or an annual cash incentive of \$4,000, which may be prorated, to an employee married to district employee or covered elsewhere to convert from family to individual coverage. This cash incentive will be paid in two (2) installments (one by the 15th of December and one by the 15th of June) in each year of this Agreement. If circumstances change, prorated adjustment of cash incentive will be made for employees who change coverage. Notification to Business Office needs to be given by June 1 of any changes to go into effect the following school year. Part-time employees, teaching assistants and bus drivers are not eligible for the Drop Clause Incentive.

- F. The Board shall make available the District's group vision plans subject only to the employee making any required Chapter 78 contribution.

ARTICLE XIX: DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Hackettstown Education Association, the Warren County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.
- C. An employee who has authorized the deduction of educational dues may withdraw such authorization by filing a notice of withdrawal, which shall be effective to halt deductions as of January 1 or July 1, next succeeding the date on which notice of withdrawal is filed.
- D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of NJSA34:13A-5.4 (Agency Shop Law).

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all costs of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

- E. The Board agrees to deduct salary withholdings for U.S. savings bonds from an employee's paycheck upon receipt of written notice from the employee to do so.

- F. A tax sheltered annuity plan shall be implemented for those wishing to have deduction from salary for this purpose. An employee is provided the option of selecting one of the plans which are mutually satisfactory to both the H.E.A. and the Board of Education.
- G. The Board shall make automatic payroll deposits for employees making written request to the Board Office by completing the form provided by the Board.
- H. The Board agrees to deduct salary withholdings from an employee's paycheck for a credit union, which is mutually satisfactory to both the H.E.A. and the Board of Education, upon receipt of written notice from the employee to do so.
- I. All salary deductions shall be deposited in the approved depositories of the organizations noted in this article on a pay by pay basis (twice each month).

ARTICLE XX: INSTRUCTIONAL COUNCIL

The Instructional Council shall be organized as follows: one member of the Board of Education (appointed by the President), the Superintendent or his designee, the High School or Middle School Principal, one Elementary Principal, and five (5) teachers designated by the Association (with all schools being represented). The meetings shall be called by the Superintendent, either at the Superintendent's discretion or upon the request of any member of the Council. There shall be a minimum of two (2) meetings per year; the chairpersonship shall be rotated from teacher to non-teacher yearly and the meetings shall be held after school hours. Under no circumstances should any session be called without specified agenda items listed for discussion. The purpose of the Council shall be to research and study matters of educational concern and present the results of such study along with any recommendations to the Board. A copy of results of the study shall also be forwarded to the Association.

ARTICLE XXI: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. It is the intent of the Board to pay the Rutgers University in-state rate for graduate and undergraduate credit hours to a maximum of twelve (12) credits earned per person earned per school year consistent with paragraph B hereof. However, in order to provide maximum opportunity for all qualified employees to be reimbursed, no payments shall be made until the end of each school year. Then, if total monies for reimbursement set forth in paragraph D have not been exceeded, each employee shall be reimbursed to the maximum allowable above; provided all of the requirements have been met. If the total amount has been exceeded, then the payment shall be prorated among the qualified applicants until the total fund shall be exhausted. Reimbursement amount will not exceed the actual cost per credit paid by employee. To receive remuneration, applicant must apply for reimbursement within six (6) months of completion of the course and must be an employee of the Hackettstown School District. Reimbursement is limited to

courses for which a passing grade of "C" or higher is earned. In order to receive the reimbursement, the applicant must be in the employ of the district at the time the reimbursement is to be made, and must present receipt of payment from the college or university together with an official transcript and district claim form. Any applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and have accepted employment with Hackettstown for the following year.

- B. Except for specific undergraduate credits required by the Board, reimbursement for graduate credits only will be granted to professional persons, i.e. teachers, guidance personnel, librarians and nurses. To be eligible for such payment these persons (1) must have received advance approval of at least two weeks from the Superintendent of Schools to pursue a course or courses; (2) shall provide professional evidence of successful completion; and (3) courses must be in the area of the teacher's teaching assignment.
- C. Other employees may apply for reimbursement for course study for which undergraduate credit is given. However, it is not the purpose of the Board of Education to subsidize payment for college work leading toward attainment of a baccalaureate degree. Rather, it is the intent of the Board to have courses approved by the Superintendent only when, in the Superintendent's judgment, they will be of specific benefit to the District through enhancement of the employee's work in the employee's particular position.
- D. The maximum liability to the Board shall not exceed \$55,000.
- E. A statement of available balance of funds each year shall be periodically posted in each building.
- F. Newly hired employees shall only be eligible for reimbursement in accordance with the following schedule:
 - In the first year of service, three credits.
 - In the second year of service, three credits.
 - In the third year of service, six credits.

After acquiring tenure, the employee will be eligible for up to twelve credits per year in accordance with the provisions of Article XXI of the agreement.

- G. Tuition reimbursement which is paid pursuant to this article shall be repaid to the District in the event that the recipient of the reimbursement terminates employment within a two (2) year period of receipt of reimbursement, except in the following circumstances:
 1. Serious illness of the teacher or a member of the teacher's immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family.
 2. Change of spousal employment necessitating a geographical relocation.
 3. Termination of employment was initiated by the District.
 4. Death of the employee.

5. Other circumstances as determined at the sole discretion of the Superintendent. Such determination shall not be subject to challenge in the grievance and arbitration procedure.

ARTICLE XXII: BOARD'S RIGHTS CLAUSE

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 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 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; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE XXIII: CUSTODIAL STAFF

- A. The Superintendent of Schools may dismiss a custodian beyond the probationary period by giving sixty (60) calendar days notice in writing. Such dismissal shall be accompanied by written charges brought because of inefficiency, incapacity, conduct unbecoming a custodian, or other just charges.

Any custodian who has been employed full-time beyond a period of one (1) year, shall have the right to appeal the dismissal action of the Superintendent to the Board of Education. This appeal must be submitted, in writing, to the Secretary of the Board within fifteen (15) calendar days of notification of dismissal. The formal hearing of the appeal by the Board shall take place within fifteen (15) calendar days of its receipt by the Secretary. It shall require a majority of the entire Board (five (5) votes) to sustain the action of the Superintendent; otherwise, the custodian will be reinstated to his/her position. The vote shall not be delayed beyond the next regularly scheduled meeting. Failure to vote within this prescribed time shall be deemed a decision adverse to dismissal.

Further, it shall be the responsibility of the School Business Administrator to make certain that adequate procedures exist to inform a custodian in writing that his/her performance does not meet standards required by the District. Any custodian beyond the probationary period must receive written notification from the School Business Administrator that a recommendation of dismissal is being made to the Superintendent and that termination of employment could result. This notification shall be accompanied by reasons, also in writing, as to why said recommendation is being made.

None of the above is to be construed as waiving the authority of the Superintendent to

suspend any employee, professional or non-professional. (Such right is established by law.)

This does not apply to custodians who have not satisfactorily completed their probationary period nor does it apply to custodians who are dismissed due to reduction in force.

- B. The Board agrees that, in addition to the current practice of allowing the lead custodian and the lead maintenance person two (2) days of attendance at the N.J.E.A. convention, all other custodial and maintenance personnel shall be allowed (1) day to attend said convention. The days to attend said convention shall be rotated on a one-man-on one-man-off basis. Such scheduling is to be developed by the School Business Administrator. The lead custodian stipend is \$1,200 per year payable in two installments via voucher. The lead maintenance stipend is \$2,500 per year payable via voucher
- C. The Board shall allow each custodian and maintenance employee up to \$300.00 per year to purchase approved safety shoes. Custodians must provide a receipt in order to receive reimbursement. Specifications and type of shoe(s) are to be determined by the School Business Administrator. Prescription safety glasses will be provided by the Board as needed with the approval of the School Business Administrator.
- D. The Board shall allow each custodian and maintenance employee required to work outside on a regular basis during the winter months up to \$100.00 per year to purchase an approved winter weight work jacket or coveralls. Ten (10) stand-by jackets for custodians and maintenance winter use and ten (10) standby sets of rain gear will be provided by the Board for custodial and maintenance use.

The Board shall purchase five (5) uniforms for all contract maintenance and custodial employees and shall provide coveralls for head custodians and lead employees.

Specification and type of winter weight work jacket and rain gear are to be determined by the District Business Administrator and a representative of the custodian/maintenance unit.

The wearing of uniforms and safety shoes as provided for by the School Business Administrator is mandatory. Failure to comply with this provision may result in disciplinary action as recommended by the School Business Administrator to the Superintendent of Schools.

- E. Custodian and maintenance employees working under a twelve (12) month contract shall receive twelve (12) sick days.
- F. Custodian and maintenance employees required to work on a Sunday or an enumerated holiday shall receive double pay.
- G. Custodian and maintenance employees required to work overtime shall receive a wage guarantee of one (1) hour minimum. Custodians performing snow removal work shall be paid straight time rate for the first eight (8) hours of work and at time and one-half for all hours beyond eight (8). Additionally, custodians performing snow removal work when schools are closed shall receive compensatory time for the first eight (8) hours of work at the rate of one-half hour of compensatory time for each hour worked.
- H. Custodians with Black Seal License will receive an annual stipend of \$1,200, which shall be paid in two (2) installments in January and June, provided the license is received

within one (1) year and is maintained for the course of employment. Said stipend to be off the guide. All custodian and maintenance employees shall be required to obtain a Black Seal Boiler License by the end of the first year of employment as a condition of employment and to maintain current such license.

- I. The following holidays will be granted to maintenance and custodian employees:
 - 1. New Year's Day
 - 2. President's Holiday Weekend (to include Washington's or Lincoln's birthday)
 - 3. Good Friday
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Thanksgiving Day
 - 8. Day after Thanksgiving Day
 - 9. Christmas Eve Day
 - 10. Christmas Day
 - 11. New Year's Eve Day
 - 12. One floating holiday to be taken with prior approval of Supervisor

If a holiday falls on a weekend, the custodians and maintenance staff are to be given either the last working day prior to the holiday or the first working day after the holiday off. The Board of Education will decide whether the custodians and maintenance staff get the day before the holiday off or the day after the holiday.

- J. Vacation entitlement for custodian and maintenance employees shall be as follows:

Completion of 1-6 years in District	2 weeks
Completion of 7-12 years in District	3 weeks
Completion of 13 and over in District	4 weeks

For new employees hired after June 30, 2014, accrual of vacation entitlement is to be as of July 1st following the service anniversary date. Vacation can be taken at any time during the school year at the discretion of the Supervisor of Buildings and Grounds and the Business Administrator. Custodians shall have the ability to carry over up to five (5) vacation days annually to the next vacation year with such days required to be used by December 31 (excluding summer).

- K. The administration has the ability to rotate shifts with a 30-day notice and for a minimum of three (3) months and no more than two involuntary shift rotations per employee in one school year.
- L. During the school year, the full-time custodial and maintenance work day shall consist of eight (8) hour days, with the Building Principal arranging the time to best serve the

school's needs.

- M. District-wide seniority will be considered regarding reductions in force, transfers, and promotions, but only if all other qualifications and experience are equal.

ARTICLE XXIV: SECRETARIAL STAFF

- A. During the school year the secretarial work day shall consist of eight (8) hours, with the Building Principal arranging time to best serve school needs. Normally, this will be from 8 to 4 p.m.

Summer office hours shall consist of seven (7) hours, with the Building Principal arranging time to best serve school needs.

All secretarial and clerical staff employees shall have a one (1) hour lunch period throughout the year which is included in their workday schedule.

On Holy Thursday, Thanksgiving Eve, the day prior to Christmas recess and Spring break, and on last day of school, secretaries and clerical staff shall be permitted to leave one half hour after dismissal of students.

Each secretary shall be paid straight time up to forty hours; after forty hours, time and one-half of the secretary's pay shall be paid.

- B. During the spring and winter recesses, secretaries will be required to work no more than two (2) days in each of the vacation periods. The two (2) days work requirement during spring and winter recesses shall be arranged by each school principal.
- C. On days when school is closed for inclement weather, secretaries shall not be required to report for work.
- D. When a secretarial employee of the Hackettstown District is promoted from one category to another, the employee shall receive the differential in salary between the two categories plus the employee's negotiated raise, prorated based on date of promotion.
- E. The Board agrees that twelve (12) month secretaries shall be entitled to summer vacation anytime from the closing of school in June to the opening of school in September. Such vacations will be equally distributed throughout the vacation period. However, although vacation should be taken during the summer school closing period, some vacations may be taken at other times. In the latter case, employees must obtain prior approval of their Supervisor and the Superintendent. In all instances the Superintendent shall retain supervision of vacation schedules; however, no schedule will be unreasonably denied. Secretaries shall have the ability to carry over up to five (5) vacation days annually to the next vacation year, with such days required to be used by August 31.

Vacation entitlement for twelve (12) month secretarial employees shall be as follows:

Completion of 1-6 years in District	2 weeks
Completion of 7-12 years in District	3 weeks
Completion of 13 in District	4 weeks

Completion of 20 and over in District 21 days

For new employees hired after June 30, 2014, accrual of vacation entitlement is to be as of July 1st following the service anniversary date.

F. Copies of job descriptions for secretaries shall be available in the Superintendent's office.

ARTICLE XXV: SUPPORT STAFF AND BUS DRIVERS

1. Work Year/Day/Hours

- A. The employee work year shall consist of a minimum of one hundred eighty-two (182) student instruction days, and one (1) employee day prior to the start of school.
- B. In the event that more than four snow emergency days are required for school closings in any school year, the employee work year shall be adjusted only to insure one hundred eighty (182) student instruction days.
- C. Employees shall be paid a full day's pay for average day of work when there is inclement weather (early closing or a delayed opening).
- D. The workday shall consist of seven (7) hours which shall include a duty free lunch period of thirty (30) minutes. After eight (8) hours in one (1) day, employees will be compensated at a rate of one and one half times their hourly rate.
- E. In response to an Association request that overnight trips be converted from their historical nature as completely voluntary matters, to assigned and compensated work activities, it has been agreed that the hours spent on such overnight assignments will be considered work assignments for which the overtime provisions of paragraph D above shall apply, with the express understanding that on each overnight assignment eight (8) hours per night will be considered sleeping time and will not be included in the calculation of working time for purposes of regular or overtime compensation.
- F. Teaching assistants will be reimbursed for the cost of renewal of county substitute certificates. Teaching assistants covering a class shall be paid the higher of their regular rate of pay or the substitute rate of pay for the class.
- G. Teaching assistants who complete the mandatory Safe Schools training outside their scheduled work hours shall be paid for that time upon submission of a voucher documenting that the work was performed and successfully completed outside the scheduled work hours.

2. Credit for Experience/Board to Notify Employees

- A. Credit for previous outside experience may be granted to new employees of the Board at the time of initial employment. Credit for Military Service shall not exceed four (4) years.
- B. It is the intent of the Board to notify employees of their contract and salary status for the ensuing year not later than June 30th. Specific contracts will be drawn by August 1, with any subsequent change requiring a 30-day notice.

C. When courses are required by the Board and successfully completed, employees shall be reimbursed the full cost per graduate or undergraduate credit.

3. Evaluations

A. All formal written evaluations of employees shall be conducted openly and with full knowledge of the employee.

B. Evaluation will be submitted in writing followed by a conference to discuss evaluation.

C. The employee shall have the right to respond in writing and have the response attached to the evaluation.

D. The employee shall have the right to review the contents of his/her personnel file. The review of said file shall be conducted in the confines of the Administrative Office.

E. No written evaluation shall be placed in the employee's personnel file unless the employee has had the opportunity to review the evaluation. The employee shall be given the opportunity to sign the evaluation. If it is not signed, the supervisor will so note and file the evaluation. The employee shall also have the right to submit a written answer to such material, and the employee's answer shall be attached to the file copy.

4. Transportation Staff

The Board shall allow each bus driver up to \$75.00 per year for the purchase of jacket(s) to be approved and purchased by the Supervisor of Buildings and Grounds.

5. It has been agreed and the Board of Education hereby confirms to the Director of Special Services that the teacher assistants are to be scheduled for two duty-free breaks totaling 30 minutes during each full school day and one break of 15 minutes during half-day sessions. The times and length of breaks will be determined administratively on an individual basis.

6. Upon advertising of a full-time teaching assistant vacancy, an interview shall be offered to qualified part-time teaching assistant applicants.

ARTICLE XXVI: MISCELLANEOUS PROVISIONS

A. The Board shall not discriminate in its employment policies or practices as required by law.

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

C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, than this agreement, during its duration, shall be controlling.

D. Whenever any notice is required to be given by either of the Parties to this Agreement to

the other, pursuant to the provision (s) of this Agreement, either Party shall do so by certified mail, return receipt requested, to the following addresses:

1. If by Association, to Board at the Board of Education Office
 2. If by Board, to Association President
- E. It is understood by all Parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey School Laws or other applicable laws or regulations.
- F. This Agreement shall be Board policy for the duration of the Agreement.
- G. Employee required to drive their personal vehicle as a function of their employment shall be compensated at the higher of the IRS established rate per mile or the NJ OMB established rate per mile, whichever is permissible.
- H. A school nurse shall receive per diem pay for two days to review immunization records prior to the opening of school each year.

DURATION OF THIS AGREEMENT: This Agreement shall be effective July 1, 2023 and continue in effect through June 30, 2028.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN

Attest:

Marybeth Maciag . By

Marybeth Maciag

President

Chairperson,
Negotiations Committee

THE HACKETTSTOWN EDUCATION ASSOCIATION, INC.

Attest:

Eugene L. D'Amico . By

Eugene L. D'Amico

President

Chairperson,
Negotiations Committee

SALARY GUIDES

2023-24 - Teachers

Step	BA	BA+15	BA+30	MA	MA+30	PHD
1-2	65085	67485	69885	72285	74685	77485
3	65585	67985	70385	72785	75185	77985
4	66085	68485	70885	73285	75685	78485
5	67085	69485	71885	74285	76685	79485
6	68380	70780	73180	75580	77980	80780
7	69675	72075	74475	76875	79275	82075
8	70970	73370	75770	78170	80570	83370
9	72265	74665	77065	79465	81865	84665
10	73560	75960	78360	80760	83160	85960
11	74855	77255	79655	82055	84455	87255
12	76150	78550	80950	83350	85750	88550
13	77445	79845	82245	84645	87045	89845
14	78740	81140	83540	85940	88340	91140
15	80035	82435	84835	87235	89635	92435
16	81705	84105	86505	88905	91305	94105
17	83375	85775	88175	90575	92975	95775
18	85045	87445	89845	92245	94645	97445
19	86715	89115	91515	93915	96315	99115
20	88385	90785	93185	95585	97985	100785
21	90055	92455	94855	97255	99655	102455

Teachers who are "Off-Guide" receive the same dollar increases for 2023-24: \$2105.

Longevity for years in education are as follows: 18-20 yrs.: \$100; 21-25 yrs.: \$200; 26-30 yrs.: \$300; 31-35 yrs.: \$400; 36-40 yrs.: \$500; 41 & over: \$600. For employees hired in the District on or after July 1, 2016, longevity accrual shall be limited to years worked in the Hackettstown School District.

The Athletic Trainer will be appropriately placed on the teacher salary guide and, in addition to the base salary, shall be compensated for days worked in excess of 183 at the rate of \$140 per day, not to exceed 50 days.

2024-25- Teachers

Step	BA	BA+15	BA+30	MA	MA+30	PHD
1	66085	68535	70985	73435	75885	78485
2-3	66585	69035	71485	73935	76385	78985
4	67085	69535	71985	74435	76885	79485
5	68110	70560	73010	75460	77910	80510
6	69510	71960	74410	76860	79310	81910
7	71010	73460	75910	78360	80810	83410
8	72510	74960	77410	79860	82310	84910
9	74010	76460	78910	81360	83810	86410
10	75510	77960	80410	82860	85310	87910
11	77010	79460	81910	84360	86810	89410
12	78510	80960	83410	85860	88310	90910
13	80010	82460	84910	87360	89810	92410
14	81510	83960	86410	88860	91310	93910
15	83010	85460	87910	90360	92810	95410
16	84510	86960	89410	91860	94310	96910
17	86010	88460	90910	93360	95810	98410
18	87510	89960	92410	94860	97310	99910
19	89010	91460	93910	96360	98810	101410
20	90510	92960	95410	97860	100310	102910
21	92010	94460	96910	99360	101810	104410

Teachers who are "Off-Guide" receive the same dollar increases for 2024-25: \$1955.

Longevity for years in education are as follows: 18-20 yrs.: \$100; 21-25 yrs.: \$200; 26-30 yrs.: \$300; 31-35 yrs.: \$400; 36-40 yrs.: \$500; 41 & over: \$600. For employees hired in the District on or after July 1, 2016, longevity accrual shall be limited to years worked in the Hackettstown School District.

The Athletic Trainer will be appropriately placed on the teacher salary guide and, in addition to the base salary, shall be compensated for days worked in excess of 183 at the rate of \$140 per day, not to exceed 50 days.

2025-26- Teachers

Step	BA	BA+15	BA+30	MA	MA+30	PHD
1-2	68020	70520	73020	75520	78020	80520
3-4	69020	71520	74020	76520	79020	81520
5	70045	72545	75045	77545	80045	82545
6	71435	73935	76435	78935	81435	83935
7	72935	75435	77935	80435	82935	85435
8	74435	76935	79435	81935	84435	86935
9	75935	78435	80935	83435	85935	88435
10	77435	79935	82435	84935	87435	89935
11	78935	81435	83935	86435	88935	91435
12	80435	82935	85435	87935	90435	92935
13	81935	84435	86935	89435	91935	94435
14	83435	85935	88435	90935	93435	95935
15	84935	87435	89935	92435	94935	97435
16	86435	88935	91435	93935	96435	98935
17	87935	90435	92935	95435	97935	100435
18	89435	91935	94435	96935	99435	101935
19	90935	93435	95935	98435	100935	103435
20	92435	94935	97435	99935	102435	104935
21	93935	96435	98935	101435	103935	106435

Teachers who are "Off-Guide" receive the same dollar increases for 2025-26: \$1925.

Longevity for years in education are as follows: 18-20 yrs.: \$100; 21-25 yrs.: \$200; 26-30 yrs.: \$300; 31-35 yrs.: \$400; 36-40 yrs.: \$500; 41 & over: \$600. For employees hired in the District on or after July 1, 2016, longevity accrual shall be limited to years worked in the Hackettstown School District

The Athletic Trainer will be appropriately placed on the teacher salary guide and, in addition to the base salary, shall be compensated for days worked in excess of 183 at the rate of \$140 per day, not to exceed 50 days.

2026-27- Teachers

Step	BA	BA+15	BA+30	MA	MA+30	PHD
1	68765	71315	73865	76415	78965	81515
2-3	70285	72835	75385	77935	80485	83035
4-5	71805	74355	76905	79455	82005	84555
6	73325	75875	78425	80975	83525	86075
7	74845	77395	79945	82495	85045	87595
8	76360	78910	81460	84010	86560	89110
9	77875	80425	82975	85525	88075	90625
10	79390	81940	84490	87040	89590	92140
11	80905	83455	86005	88555	91105	93655
12	82420	84970	87520	90070	92620	95170
13	83935	86485	89035	91585	94135	96685
14	85450	88000	90550	93100	95650	98200
15	86965	89515	92065	94615	97165	99715
16	88480	91030	93580	96130	98680	101230
17	89995	92545	95095	97645	100195	102745
18	91510	94060	96610	99160	101710	104260
19	93025	95575	98125	100675	103225	105775
20	94540	97090	99640	102190	104740	107290
21	96055	98605	101155	103705	106255	108805

Teachers who are “Off-Guide” receive the same dollar increases for 2026-27: \$2120.

Longevity for years in education are as follows: 18-20 yrs.: \$100; 21-25 yrs.: \$200; 26-30 yrs.: \$300; 31-35 yrs.: \$400; 36-40 yrs.: \$500; 41 & over: \$600. For employees hired in the District on or after July 1, 2016, longevity accrual shall be limited to years worked in the Hackettstown School District

The Athletic Trainer will be appropriately placed on the teacher salary guide and, in addition to the base salary, shall be compensated for days worked in excess of 183 at the rate of \$140 per day, not to exceed 50 days.

2027-28- Teachers

Step	BA	BA+15	BA+30	MA	MA+30	PHD
1-2	71130	73730	76330	78930	81530	84130
3-4	72740	75340	77940	80540	83140	85740
5-6	74350	76950	79550	82150	84750	87350
7	75960	78560	81160	83760	86360	88960
8	77570	80170	82770	85370	87970	90570
9	79175	81775	84375	86975	89575	92175
10	80780	83380	85980	88580	91180	93780
11	82385	84985	87585	90185	92785	95385
12	83990	86590	89190	91790	94390	96990
13	85595	88195	90795	93395	95995	98595
14	87200	89800	92400	95000	97600	100200
15	88805	91405	94005	96605	99205	101805
16	90410	93010	95610	98210	100810	103410
17	92015	94615	97215	99815	102415	105015
18	93620	96220	98820	101420	104020	106620
19	95225	97825	100425	103025	105625	108225
20	96830	99430	102030	104630	107230	109830
21	98435	101035	103635	106235	108835	111435

Teachers who are “Off-Guide” receive the same dollar increases for 2027-28: \$2380.

Longevity for years in education are as follows: 18-20 yrs.: \$100; 21-25 yrs.: \$200; 26-30 yrs.: \$300; 31-35 yrs.: \$400; 36-40 yrs.: \$500; 41 & over: \$600. For employees hired in the District on or after July 1, 2016, longevity accrual shall be limited to years worked in the Hackettstown School District

The Athletic Trainer will be appropriately placed on the teacher salary guide.

2023-24- Secretaries

Step	GENERAL	PRINCIPAL
1	59130	62225
2	59680	62775
3	60230	63325
4	60775	63870
5	61325	64420
6	61875	64970
7	62425	65520
8	62975	66070
9	63525	66620
10	64075	67170
11	64625	67720
12	65175	68270
13	65725	68820
14	66275	69370
15	66825	69920
16	67375	70470

Off-guide: \$1947

2024-25- Secretaries

Step	GENERAL	PRINCIPAL
1	60998	64093
2	61548	64643
3	62098	65193
4	62648	65743
5	63198	66293
6	63748	66843
7	64298	67393
8	64848	67943
9	65398	68493
10	65948	69043
11	66498	69593
12	67048	70143
13	67598	70693
14	68148	71243
15	68698	71793
16	69248	72343

Off-guide:
\$1873

2025-26- Secretaries

Step	GENERAL	PRINCIPAL
1	62946	66041
2	63496	66591
3	64046	67141
4	64596	67691
5	65146	68241
6	65701	68796
7	66251	69346
8	66801	69896
9	67351	70446
10	67901	70996
11	68451	71546
12	69001	72096
13	69551	72646
14	70101	73196
15	70651	73746
16	71201	74296

Off-guide: \$1953

2026-27- Secretaries

Step	GENERAL	PRINCIPAL
1	64981	68076
2	65531	68626
3	66081	69176
4	66631	69726
5	67181	70276
6	67731	70826
7	68286	71381
8	68836	71931
9	69386	72481
10	69936	73031
11	70486	73581
12	71036	74131
13	71586	74681
14	72136	75231
15	72686	75781
16	73236	76331

Off-guide: \$2035

2027-28- Secretaries

Step	GENERAL	PRINCIPAL
1	66930	70025
2	67480	70575
3	68030	71125
4	68580	71675
5	69130	72225
6	69680	72775
7	70230	73325
8	70775	73870
9	71325	74420
10	71875	74970
11	72425	75520
12	72975	76070
13	73525	76620
14	74075	77170
15	74625	77720
16	75175	78270

Off-guide: \$1939

2023-24

Custodians

Step	Custodians	Maintenance
1	48329	53329
2	48979	53979
3	49629	54629
4	50279	55279
5	50929	55929
6	51579	56579
7	52229	57229
8	52879	57879
9	53529	58529
10	54179	59179
11	54829	59829
12	55479	60479
13	56129	61129
14	56779	61779
15	57429	62429
OG	71026	76026
OG	72574	77574

2024-25 Custodians

Step	Custodians	Maintenance
1	49680	54680
2	50330	55330
3	50980	55980
4	51630	56630
5	52280	57280
6	52930	57930
7	53580	58580
8	54230	59230
9	54880	59880
10	55530	60530
11	56180	61180
12	56830	61830
13	57480	62480
14	58130	63130
15	58780	63780
OG	72377	77377
OG	73925	78925

2025-26	Custodians	
Step	Custodians	Maintenance
1	51097	56097
2	51747	56747
3	52397	57397
4	53047	58047
5	53697	58697
6	54347	59347
7	54997	59997
8	55647	60647
9	56297	61297
10	56947	61947
11	57597	62597
12	58247	63247
13	58897	63897
14	59547	64547
15	60197	65197
OG	73794	78794
OG	75342	80342

2026-27 Custodians

Step	Custodians	Maintenance
1	52582	57582
2	53232	58232
3	53882	58882
4	54532	59532
5	55182	60182
6	55832	60832
7	56482	61482
8	57132	62132
9	57782	62782
10	58432	63432
11	59082	64082
12	59732	64732
13	60382	65382
14	61032	66032
15	61682	66682
OG	75279	80279
OG	76827	81827

2027-28 Custodians

Step	Custodians	Maintenance
1	53989	58989
2	54639	59639
3	55289	60289
4	55939	60939
5	56589	61589
6	57239	62239
7	57889	62889
8	58539	63539
9	59189	64189
10	59839	64839
11	60489	65489
12	61139	66139
13	61789	66789
14	62439	67439
15	63089	68089
OG	76686	81686
OG	78234	83234

Teacher Assistants

23-24	Yr.1	24-25	Yr. 2	25-26	Yr. 3	26-27	Yr. 4	27-28	Yr. 5
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
1-2	19.44	1	19.8						
3	19.84	2-3	20.19	1-2	20.59	1	21.05		
4	20.23	4	20.58	3-4	20.98	2-3	21.44	1-2	21.87
5	20.63	5	20.97	5	21.37	4-5	21.83	3-4	22.26
6	21.03	6	21.38	6	21.78	6	22.22	5-6	22.65
7	21.44	7	21.79	7	22.19	7	22.62	7	23.04
8	21.86	8	22.21	8	22.62	8	23.04	8	23.45
9	22.31	9	22.65	9	23.06	9	23.48	9	23.88
10	22.76	10	23.1	10	23.51	10	23.93	10	24.33
11	23.21	11	23.55	11	23.96	11	24.38	11	24.78
12	23.67	12	24.01	12	24.42	12	24.84	12	25.24
OG	28.64	OG	28.81	OG	29.01	OG	29.22	OG	29.42

Teacher assistant rates are hourly.

Effective July 1, 2012, teacher assistants employed continuously in the District upon completion of the following years shall receive the corresponding longevity payment: 18-20 years: \$100; 21-25 years: \$200; 26-30 years: \$300; 31-35 years: \$400; 36-40 years: \$500; and 41 years and over: \$600.

Hackettstown Elementary School Stipend Guide

Hatchery Hill: Basic Skills Instruction: Before/After School Stipends			
HH03			
1-3 years or Split Positions	4-6 years	7-9 years	10+ years
\$3,500	\$3,600	\$3,800	\$3,950

Willow Grove Safety Patrol			
WG04			
1-3 years or Split Positions	4-6 years	7-9 years	10+ years
\$2,475	\$2,575	\$2,675	\$2,775

Elementary School Educational Leadership Stipends				
	1-3 years or Split Positions	4-6 years	7-9 years	10+ years
Team Leader (WG) WG01	\$1,750	\$2,000	\$2,250	\$2,500
Instructional Technology Coordinator WG02	\$3,500	\$4,000	\$4,500	\$5,000

With prior approval of the building principal and/or designee, split positions will be compensated based on the staff member with the longest years of experience.

Hackettstown Middle School Stipend Guide				
Level	1-3 years & Split Positions	4-6 years	7-9 years	10+ years
A	\$4,000	\$4,250	\$4,500	\$4,750
B	\$2,750	\$3,000	\$3,250	\$3,500
C	\$2,250	\$2,500	\$2,750	\$3,000
D	\$1,750	\$2,000	\$2,250	\$2,500

With prior approval of the building principal and/or designee, split positions will be compensated based on the staff member with the longest years of experience.

A	B	C	D
Band Director MS03	Drama Director MS05	Drama Director, Asst. MS07	Cross Country MS09
Chorus Director MS04	Student Council MS11	Grade 8 Advisor MS08	Volleyball-Boys MS10
	Yearbook MS06		Volleyball-Girls MS09

Middle School Educational Leadership Stipends				
	1-3 years or Split Positions	4-6 years	7-9 years	10+ years
Team Leader MS01	\$1,750	\$2,000	\$2,250	\$2,500
Instructional Technology Coordinator MS02	\$3,500	\$4,000	\$4,500	\$5,000

Alphabetical List of Educational Leadership and Co/Extracurricular Positions

Club Title	Code	Cat.
8th Grade Class Advisor	MS08	C
Band Director	MS03	A
Chorus Director	MS04	A

Club Title	Code	Cat.
Cross Country	MS09	D
Drama Director	MS05	B
Drama Director, Assistant	MS07	C

Club Title	Code	Cat.
Student Council Advisor	MS11	B
Volleyball (Boys)	MS10	D
Volleyball (Girls)	MS09	D
Yearbook Advisor	MS06	B

** Additional co-curricular stipend positions may be added to the guide without the need for a sidebar agreement at the discretion of the superintendent and or designee.**

Hackettstown High School Co-Curricular Stipend Guide				
Level	1-3 years or Split Positions	4-6 years	7-9 years	10+ years
A	\$5000	\$5500	\$6000	\$6500
B	\$3000	\$3500	\$4000	\$4500
C	\$2225	\$2500	\$2750	\$3000
D	\$2000	\$2150	\$2300	\$2450
E	\$1300	\$1425	\$1550	\$1675
F	\$525	\$550	\$575	\$600

With prior approval of the building principal and/or designee, split positions will be compensated in the 1-3 years category and no horizontal guide movement will occur for years of service.

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A	B	C
<p>Band Director HS03</p> <p>Chorus Director HS04</p> <p>Robotics Head HS10</p> <p>Spring Theater Director HS07</p>	<p>Fall Theater Director HS08</p> <p>Class Advisor 11th/Prom HS09</p> <p>Yearbook Advisor HS06</p>	<p>Future Farmers Advisor HS11</p> <p>Key Club Advisor HS12</p> <p>National Honor Society Advisor HS13</p> <p>Newspaper Advisor (Tiger Times) HS14</p> <p>Student Government Advisor HS15</p>

D	E	F
<p>Class Advisor 9th HS16</p> <p>Class Advisor 10th HS17</p> <p>Class Advisor 12th HS18</p> <p>Peer Ambassador Advisor HS19</p> <p>Robotics Assistant HS20</p> <p>Technology Student Association Advisor HS21</p>	<p>eSports Advisor HS22</p> <p>Lyric Advisor HS23</p> <p>Multicultural Club Advisor HS24</p> <p>Spring Theater Conductor Band HS25</p> <p>Spring Theater Conductor Vocal Coach HS26</p> <p>Social Media Club Advisor HS27</p> <p>Spring Theater Stage Crafters HS29</p> <p>TREND Advisor HS30</p>	<p>Art Honor Society Advisor HS31</p> <p>French Honor Society Advisor HS32</p> <p>Math Honor Society Advisor HS33</p> <p>Mock Trial Advisor HS34</p> <p>Science Honor Society Advisor HS35</p> <p>Spanish Honor Society Advisor HS36</p> <p>Waxman Advisor HS37</p>

High School Educational Leadership Stipends				
	1-3 years or Split Positions	4-6 years	7-9 years	10+ years
Lead Teacher HS01	\$4,000	\$4,500	\$5,000	\$5,500
Instructional Technology Coordinator HS02	\$3,500	\$4,000	\$4,500	\$5,000

Alphabetized List of All Co-Curricular Stipends

Club Title	Code	Cat.
Art Honor Society Advisor	HS31	F
Band Director	HS03	A
Chorus Director	HS04	A
Class Advisor (9)	HS16	D
Class Advisor (10)	HS17	D
Class Advisor (11/Prom)	HS09	B
Class Advisor (12)	HS18	D
eSports Advisor	HS22	E
Fall Theater Advisor	HS08	B
French Honor Society Advisor	HS32	F
Future Farmers Advisor	HS11	C

Club Title	Code	Cat.
Key Club Advisor	HS12	C
Lyric Advisor	HS23	E
Math Honor Society Advisor	HS33	F
Mock Trial Advisor	HS34	F
Multicultural Club Advisor	HS24	E
National Honor Society Advisor	HS13	C
Newspaper Advisor (Tiger Times)	HS14	C
Peer Ambassador Advisor	HS19	D
Robotics Head	HS10	A
Science Honor Society Advisor	HS35	F

Club Title	Code	Cat.
Robotics Assistant	HS20	D
Spanish Honor Society Advisor	HS36	F
Social Media Club Advisor	HS27	E
Spring Theatre Conductor Band	HS25	E
Spring Theatre Director	HS07	A
Spring Theater Stage Crafters	HS29	E
Student Government Advisor	HS15	C
TSA Advisor	HS21	D
TREND Advisor	HS30	E
Waxman Advisor	HS37	F
Yearbook Advisor	HS06	B

** Additional co-curricular stipend positions may be added to the guide without the need for a sidebar agreement at the discretion of the superintendent and or designee.**

Advisors, as of 2022, will maintain their stipend salary until they vacate the position or years of service raises the amount over the current stipend

Other Per Diem Stipends

Breakfast Club HH04	\$45/day (teachers) \$40/day (aides)
Event Filming Game Help Assistant HS39	\$75/game
Sound & Lighting Technician for Events HS40	\$135/event (3 hours @ \$45/hour)
Ticket Coordinator HS41	\$65/game
Ticket Seller/Taker Clock Operator Announcer Score Keeper/Pitch Counter Webcast Production HS42	\$55/game
Other Activities HS43	\$45/hour

Athletics Salary

Guides, Eff. 7/1/23

<u>Level</u>	<u>1-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
Head "A"	7,506	8,667	9,800	10,933
Asst "A"	4,362	5,467	6,628	7,761
Head "B"	4,787	6,061	7,194	8,214
Asst "B"	3,201	4,362	5,495	6,628
C-Sport	3,908	5,041	6,174	6,218

HS ATHLETICS

"A" Sport Includes:	"B" Sport Includes:	"C" Sport Includes:
Marching Band Director Baseball Basketball Field Hockey Football Lacrosse Soccer Softball Swimming Track Volleyball Wrestling	Marching Band Assistant Fall Color Guard Cheerleading Cross Country Fencing* Golf Assistant Unified Soccer (2) Assistant Unified Basketball (2) Assistant Unified Track (2)	Winter Guard Strength & Conditioning* per season Unified Head Soccer Unified Head Basketball Unified Head Track Winter Head Track Cheer 8th Grade Liaison Wrestling 8th Grade Liaison

HS ATHLETICS	Level	<u>1-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
	Head "A"	7,769	8,971	10,143	11,316
	Asst "A"	4,514	5,658	6,860	8,032
	Head "B"	4,955	6,273	7,446	8,501
	Asst "B"	3,313	4,514	5,687	6,860
	C-Sport	4,045	5,218	6,390	6,435

"A" Sport Includes:	"B" Sport Includes:	"C" Sport Includes:
Marching Band Director Baseball Basketball Field Hockey Football Lacrosse Soccer Softball Swimming Track Volleyball Wrestling	Marching Band Assistant Fall Color Guard Cheerleading Cross Country Fencing* Golf Assistant Unified Soccer (2) Assistant Unified Basketball (2) Assistant Unified Track (2)	Winter Guard Strength & Conditioning* per season Unified Head Soccer Unified Head Basketball Unified Head Track Winter Head Track Cheer 8th Grade Liaison Wrestling 8th Grade Liaison

**SIDE BAR AGREEMENT
HACKETTSTOWN BOARD OF EDUCATION (BOARD)**

And

HACKETTSTOWN EDUCATION ASSOCIATION (ASSOCIATION)

This Side Bar Agreement is made this 7th day of August 2013, between the Board and the Association.

WHEREAS, the Board and Association are parties to a Collective Bargaining Agreement(s) ("CBA") for the period of July 1, 2011 through June 30, 2014; and

WHEREAS, the Association, on behalf of Teacher Assistants employed by the Board, filed an Unfair Labor Practice Charge (ULP) with respect to the Board's intentions to appoint bargaining unit members to full and part-time Teacher Assistant positions for the 2013-14 school year; and

WHEREAS, the CBA states the Association represents Full-time Teacher Assistants; and

WHEREAS, the Association has requested certain Part-time Teacher Assistants be specifically included in Article I, Recognition, of the CBA as being within the bargaining unit represented by the Association; and

WHEREAS, the parties desire to amicably resolve the ULP and the issues in dispute to avoid costly litigation;

NOW, THEREFORE, IT IS AGREED, effective immediately, as follows:

1. The parties agree to modify Article I, Recognition, of the CBA to include Part-time Teacher Assistants within the Association's bargaining unit and define those positions as Part-time Teacher Assistants assigned to work less than 35 hours (per week), but excluding Lunch and Playground Aides.

2. The parties agree to create a Part-time Teacher Assistant Salary Guide for 2013-14, which shall become the status quo for future negotiations. That salary guide shall be established by using the Full-time Aides Salary Guide and increasing the salary rate to each step of the existing Full-time Aides Salary Guide by \$.75 (per hour). The Full-time Aides Salary Guide shall remain unchanged for the Full-time Teaching Assistants. Teaching Assistants that move from the Full-time Aides Salary Guide to the Part-time guide, and vice-versa, retain their step placement.

3. The parties agree to modify Article XVIII, Insurance Protection, of the CBA to provide that, effective January 1, 2014, all Teacher Assistants assigned to a regular work week of

30 hours or more shall be eligible for non-mandatory single-only health care coverage under the lowest cost plan provided through the district's health benefits program, subject to a 100% employee contribution, which shall be payable through payroll deduction. A cafeteria 125 plan shall be made available by the Board for this benefit. Teacher Assistants shall not be eligible for Dental Care Coverage or the Drop Clause Incentive presently provided in Article XVIII of the CBA.

4. The parties acknowledge Article XXV shall continue to govern the work day for Full-time Teacher Assistants, which is seven (7) hours including a duty-free lunch period of thirty (30) minutes.

5. In exchange for the terms contained in this Agreement, the Association hereby withdraws the ULP before PERC.

6. This Agreement is conditioned upon Board and Association approval.

7. This Agreement contains the entire Agreement and understanding between the parties.

8. If a specific clause of this Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

9. The parties shall be bound by the terms and conditions of this Agreement.

10. The parties have entered into this Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals to this Agreement effective on the 7th day of August, 2013.

**HACKETTSTOWN
BOARD OF EDUCATION**

By: 
David C. Mango, Superintendent

Dated: 8/7/13

Witness

**HACKETTSTOWN
EDUCATION ASSOCIATION**

By: 
James Morrison, President

Dated: 8/7/13