

February 11, 2005

Agreement

Between

The Highland Park Board of Education

and

The Highland Park Administrators' Association

July 1, 2004 – June 30, 2007

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Article 1
Recognition

- A. The Highland Park Board of Education recognizes the Highland Park Administrators' Association, Inc., as the exclusive negotiation representative as defined in Chapter 303 Public Laws of 1974, (NJ) for the following positions:
 - 1. Building Principal
 - 2. Building Vice Principal
 - 3. Directors
- B. Unless otherwise indicated, the term "Administrators" when used hereinafter in this agreement shall refer to the categories of employees listed in 1, 2 and 3 above in the negotiating unit as above defined, and references to male Administrators shall include female Administrators.
- C. Unless otherwise indicated, the term "employee" when used hereinafter in this agreement shall refer to all categories of employees listed in 1 through 3 above in the negotiating unit as above defined, and references to male employees shall include female employees.
- D. Unless otherwise indicated, all employees listed in 1. through 3. above shall be considered twelve-month employees.

Article 2
Negotiating Procedure

- A. Each party agrees to enter negotiations under the laws of the State of New Jersey in a good faith effort to reach an agreement.
- B. Each party recognizes that the representatives of the other party cannot bind their group. The final agreement can only be approved by a majority of the entire Board and the majority of the entire Association.
- C. If any portion of this agreement is found to be illegal by act of the legislature, action of the courts, or ruling of the State Department of Education, then only the part declared illegal shall be void. All other contract provisions shall remain in effect.
- D. This agreement embodies the mutually developed understandings between the parties on all matters which were or could have been the subject of negotiations.

- E. Further, the Board reserves to itself the 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 with just cause; (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; and (f) to establish work rules and (g) to take whatever actions are necessary to carry out the mission of the school district in situations of emergency.
- F. If there is a discrepancy between this agreement and contract issued to an individual Administrator, this agreement shall take precedence.

Article 3
Grievance Procedure

A. Definition

A grievance is a claim by an employee(s) that there is an alleged violations of this agreement, an alleged violation of Board policy, or that an administrative decision adversely affects that employee(s).

B. Time Limit

A grievance must be filed within thirty (30) days of the time the grievant knew or should have known of this grievance. Each level following must be completed within in fifteen (15) calendar days and each response must be given within (15) calendar days.

C. Levels

- One - informal grievance at the Superintendent level
- Two - written grievance to the Superintendent
- Three - written appeal from Superintendent's determination at the Board level
- Four - advisory arbitration

For the purposes of this article, immediate supervisor refers to the Superintendent of Schools.

D. Advisory Arbitration

1. In the event the grievant is dissatisfied with the results of the grievance at Level Three - Board of Education, then the Association may file a request for advisory arbitration within 30 days after the decision of the Board is received.
2. The parties shall use the PERC procedures for securing an arbitrator and shall abide by PERC's rules for arbitration.
3. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
4. The written decision of the arbitrator shall be issued within 30 days of the close of the hearing.
5. The results of such advisory arbitration shall not be binding upon the parties.
6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Association and the Board.

E. Failure to carry grievance to the next level within the time limit shall be interpreted as having accepted decision at the last level completed.

Article 4
Association Rights and Privileges

- A. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all allocations, agendas and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance complaint.
- B. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- C. The Association shall have the right to use school facilities and equipment at such times that such equipment is not otherwise in use. The Association shall pay for the reasonable cost of materials, supplies and equipment incident to such use.

Article 5
School Calendar and Board Workshop

- A. Input to the school calendar shall be solicited from representatives of this Association prior to its being adopted by the Board of Education.
- B. Administrators shall attend one (1) Saturday Board-sponsored workshop with notice of the date of same given to administrators by September 1 each year. The Board will move to modify its policy to avoid the scheduling the workshop on a long holiday weekend.

Article 6
Salaries

A. Current Employees

These are the negotiated salaries of the unit members employed as of the signing of the 2004-2007 Agreement. Note that the amounts shown below include the adjustment under D. below, if applicable. Any unit member who worked on or after July 1, 2004, but who has subsequently separated from the District is entitled to the increase negotiated for him/her.

TITLE	NAME	04-05	05-06	06-07
Dir. Ed. Services	Barudin ¹	\$113,000	\$118,424	\$124,108
Dir. Math/Science	Lovell	\$96,416	\$101,044	\$109,894
Dir. Humanities	Fredrickson	\$113,184	\$118,617	\$128,310
Principal	Cresci	\$123,245	\$133,661	\$139,552
Principal	Fraser ²	\$104,500	\$109,516	\$114,773
Principal	Barbosa	\$116,262	\$121,843	\$127,691
Asst. Principal	Williams ³	\$90,000	\$94,320	\$98,847
Asst. Principal	Vacant			

¹ Effective as of February 1, 2005

² Effective as of January 8, 2005.

³ Effective as of August 16, 2004.

- B. In order to receive any annual increase under this Agreement, an unit member must have been hired on or before the January 1st preceding the scheduled increase.
- C. An adjustment shall be made in an Administrator's base salary when additional degrees are obtained. The amount shall be negotiated by November 1 of the academic year in which the degree is to be conferred and will take effect July 1 for degrees awarded prior to July or January 1 for degrees completed after July 1.
- D. For all unit members hired before July 1, 2004: Effective on the first of the month which follows the third anniversary in position in this unit, the annual salary shall be increased by \$4,000. Each following year's salary during the Agreement's term shall also be increased by \$4,000 for the affected administrator and the added amount shall be part of the permanent salary of the administrator for the purpose of negotiations beyond this Agreement's term.

E. Minimum Salaries

An administrator hired during the term of the Agreement who does not appear in A. above, shall be placed by the Board at a salary equal to or higher than the following:

High School Principal	\$90,000
Elementary Principal	\$80,000
Director	\$75,000
Assistant Principal	\$65,000

Article 7
Insurance Coverage

- A. The Board of Education will provide insurance coverage as per agreed contract covering health, hospital, surgical and major-medical expenses.
 - 1. As soon after mutual ratification as possible and consistent with the carrier's rules, the parties agree to these changes:
 - Co-insurance: employee share is 20% of first \$4,000 after deductible.
 - Institute mandatory second surgical opinion.
 - Institute pre-admission certification/continuing stay over.
- Effective July 1, 1998, the deductible shall be \$200 for an individual and \$400 for a family.

2. If the carrier for the traditional plan is switched (the State Health Benefits Plan), the Board agrees that the Board will pay the premium for the traditional plan and any other plan offered; that any carrier change will be to a plan that is equal to or better than the benefits of the New Jersey Health Benefits plan as modified by 1. above; that the Board will consult with the Association on the change; that the Board will make a good faith effort to educate all employees about the change; and that employees can choose the traditional plan or any other offering (including HMO) at Board cost.

3. Voluntary Waiver Incentive Plan- State Health Benefits Plan

The parties have agreed to a Sidebar on this topic which is appended to this Agreement.

B. The Board also agrees to provide Dental Care benefits as per agreed contract, with a \$25.00 per person deductible clause.

1. Voluntary Waiver Incentive Plan - Dental Insurance

- a. There shall also be a waiver plan for dental insurance under B. The re-enrollment period shall be during the month of April each year.
- b. Employees who voluntarily elect to waive coverage shall be entitled to receive fifty percent (50%) of the premium cost of the waived insurance.
- c. Payment of the monies in b. above shall be made by separate check on the last workday of the school year.
- d. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
- e. An employee who waives coverage may re-enroll for the next year during the open enrollment period.

C. There shall be a prescription plan. Effective September 1, 1998, the co-payment shall be \$8.00 for brand-name drugs and \$4.00 for generic drugs and mail order drugs. Effective July 1, 2001, the parties have agreed to retain in the Agreement the co-pay amounts shown above. The carrier was switched to SHBP effective July 1, 2001. Should the carrier be changed by the Board in the future or should the SHBP plan change to allow the co-pay shown above, it will become the co-pay as soon as possible after the carrier switch or the SHBP plan change.

The following shall be the maximum Board contribution for an eligible employee's prescription insurance:

<u>Beginning</u>	<u>Single coverage</u>	<u>Above single coverage</u>
July 1, 2003	\$1,319	\$1,754

If the cost of prescription insurance for an individual exceeds the limits set above, there shall be an employee deduction over the remaining pay periods in the September 1 through June 30 period.

D. Retirees' Prescription And Dental Coverage

1. All employees who:
 - a. retired prior to June 6, 2001, and who were permitted to purchase prescription and dental coverage at the group rate in accordance with the provisions of prior Agreements, and who were actually in a "buy-in" status as of June 6, 2001, shall continue to be permitted to buy-in as long as the respective carrier allows such a buy-in.
 - b. retire on or after June 6, 2001, shall have the option of purchasing prescription and dental coverage if the respective carrier allows such buy-in.
2. "Retiring/retired employee" shall also mean surviving spouse of retiree, if the respective carrier allows such a buy-in.
3. If the buy-in is allowed for the employee, these shall be the procedures:
 - a. the retiring/retired employee must forward the premium under the procedures established by the respective carrier or, if no carrier procedures exist, must forward the annual premium to the business office prior to June 15 each year;
 - b. The business office shall inform each eligible employee of the annual premium prior to June 1;
 - c. failure of the retiring/retired employee to submit the payment under the carrier's rules or, if no carrier rules, by June 15 shall terminate the employee's participation in the plan;
 - d. once terminated from the plan, an employee may not re-enroll.

E. Enrollments are at the request of employees and are subject to the contracting company's enrollment policies and conditions.

F. It is understood that should the Board change the above health benefits provided to the HPEA or make any other health benefits change to HPEA members, the Highland Park Administrators' Association shall be subject to changes.

G. Flexible Spending Account

Effective January 1, 2002, there shall be a flexible spending account available to employees. The Board will absorb the start-up costs and the annual fees for such an account.

- H. The Board will reimburse each employee, upon presentation of appropriate documentation, up to \$100 per year for an annual physical examination/evaluation, to be done by a physician of the employee's choosing, provided the employee has recovered the maximum amount possible from his/her health insurance.

Article 8
Professional Development

- A. The Board will pay the dues for NJPSA. The Board will pay the dues for either NASSP or NAESP. The Board shall also pay the dues up to \$500 per year per administrator other professional associations. Receipts of bills must accompany requests for reimbursement or payment.
- B. An allowance for Administrators for use of an automobile for attending professional conferences, meetings and other professional development activities within the State shall be paid \$1,100 annually.
- C. The Board of Education encourages its Administrators to engage in scholarly research and course work leading to a doctoral degree related to their position, or which will otherwise enhance their administrative or supervisory role. Members of this unit will be reimbursed for graduate courses pre-approved by the Chief School Administrator and completed with a passing grade up to the full cost of tuition at the Rutgers-The State University graduate credit rate for up to 4 (four) courses (16 credits maximum) per year.
- D. Employees shall be reimbursed, upon presenting receipts, for all reasonable additional non-automobile expenses to attend approved meetings and conferences, with a limit of \$75 per day for meals. All travel, meetings, and conference requests shall be submitted 30 days in advance, and require CSA approval.
- E. The Board shall provide employees with inservice training to help them implement new programs mandated by the district or the state, which require such training.
- F. Workshops and conferences
1. The Board shall pay up to \$750 per year per administrator for attendance at local, regional or State workshops and conferences.

2. The Board shall pay for attendance for each administrator to one (1) national conference every three years up to a maximum cost of \$2,500. If the cost of attendance exceeds \$2,500, the administrator may use the remainder of that year's fund under A. above to cover those costs.

Article 9
Vacation and Sick Leave

A. Vacations

1. Effective July 1, 2005, credit any new unit member hired on or after September 1, 2004 with his/her vacation entitlement on the July 1st following the hiring date.
2. Effective July 1, 2004, prorate the amount of vacation based upon the number of months worked in the first year if the new unit member starts on a date later than July 31st. A portion of a month worked equals a full month for proration purposes. Round the calculation to the closest full day of vacation for crediting purposes.
3. Effective September 1, 2004, allow a new unit member hired on or after September 1, 2004, to use up to 5 days' vacation not yet credited within the first year with the written approval of the Superintendent
4. For unit members hired before September 1, 2004: vacation is credited at the rate of 1.8 days per month for a total of 22 vacation days annually. Effective July 1, 2005, vacation is credited at the rate of 1.75 days per month for a total of 21 vacation days annually.
5. For new unit members hired on or after September 1, 2004: 18 days of vacation credited per 2. above. On the July 1st following the third anniversary of employment: credit 20 days of vacation annually.
6. Effective July 1, 2004, these limitations on vacation use shall be in effect:
 - a. No use in the ten days before teachers report to school for the new school year, unless approved by the Superintendent;
 - b. No use from the first day teachers are required to report to work through the last teacher work day, except:
 - 1) unit members on staff before September 1, 2004 may use up to seven (7) days in that period with the Superintendent's written approval. Such approval shall not be arbitrarily denied;

- b) unit members joining the staff on or after September 1, 2004 may use up to five (5) days in that period with the Superintendent's written approval. Such approval shall not be arbitrarily denied,
 - 7. Vacation days must be used within the year that they are credited. Such days may only be carried over to a new work year with the discretion of the Superintendent.
 - 8. If an administrator has been permitted to use vacation time in advance and then separates from the District before June 1st, the value of the advanced vacation days not yet credited at the time of separation shall be deducted from the final pay.
 - 9. Administrators shall be paid at per diem salary for all credited, unused vacation days at the time of separation.
- B. Employees will be entitled to twelve (12) sick days. Sick leave is cumulative. If an employee uses fewer than half the allowed sick days per year, two (2) additional days will be added to the accumulated total.
- C. Employees will be given a written accounting of accumulated sick leave days no later than September 30 of each year. Errors in accounting must be noted in writing by the employee within thirty (30) workdays of notification.
- D. Accumulated Sick Leave
 Payment eligibility: Employees who retire shall receive compensation for a maximum of 240 accumulated sick days at the rate of \$70 for Administrators providing that such retirements shall be according to the provisions of the Teachers Pension and Annuity Fund.

Article 10
Temporary Leave of Absence

Employees shall be entitled to the following non-commutative leaves of absence with full pay each year:

A. Personal

Three (3) days per year shall be allowed for personal reasons. Application to the employee's immediate supervisor for personal leave shall be made at least two days before taking such leave (except in cases of emergency) Applicants for such leave shall not be required to state the reason for taking such leave under this section except as stated below.

The parties further agree that personal days not used during the school year and thereafter will be added to the employee's accumulated sick days.

B. Leave for Serious Illness and Illness of Others

1. Three (3) days per year shall be available for the serious illness of: spouse, parent (step-parent), child, co-habitant, or a dependent living with the employee. "Serious illness" is defined as those situations where the above-listed person is under the care of a physician and unable to care for themselves. The employee must provide a doctor's note to verify that the person is seriously ill within the definition of that term.
2. Two days per year shall be available for the illness of: spouse, parent (step-parent), child, co-habitant, or a dependent living with the employee. A maximum of one (1) of these two (2) days may be used for the illness of an uncle/aunt, first cousin, mother/father-in-law, brother/sister (step or half), grandparent, grandchild (legal ward or stepchild of employee child), brother/sister-in-law. The employee must complete a District form listing the relationship of the person to the employee.
3. The maximum total allowable absence for illness under B. 1. and B. 2. shall be five (5) days per year.

C. Professional

Employees shall be expected to use professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of the employee's supervisor.

Article 11
Tuition for Children of Employees

The Board will waive one half of the tuition for children of employees who attend Highland Park Schools.

Article 12
Association Representation for New Employees

All in-district newly hired Administrators shall be entitled to HPAA consultation prior to negotiations with the Chief School Administrator for their initial contract. The Board or its representatives shall notify these employees of this entitlement, and shall notify the HPAA President of the new employee's decision.

Article 13
Miscellaneous

All past practices affecting members of the unit will continue to remain in effect, unless otherwise stated in this agreement.

Article 14
Duration of Agreement

This agreement shall be effective July 1, 2004, and shall continue in effect through June 30, 2007.

Highland Park
Board of Education

Highland Park
Administrators Association

BY:

By:

Attest:

Attest:

Date:

Date:

SIDEBAR AGREEMENT

The undersigned parties agree that the following provisions shall be in effect if and when they are consistent with the State Health Benefit Plan's rules:

1. a. Effective on the first of the month which is at least sixty (60) days after the SHBP allows voluntary waiver incentive programs, there shall be a voluntary health insurance waiver plan for employees eligible to receive family coverage under Article 7, A.
- b. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage. Said form will contain a final return date.
- c. Employees who voluntarily elect to waive coverage shall be entitled to receive fifty percent (50%) of the premium cost of the waived insurance. In the first year, the actual payment shall be prorated to the number of months that the incentive plan is in operation.
- d. Payment of the monies in c. above shall be made by separate check on the last workday of the school year.
- e. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment. In the first year, the waiver period shall cover the number of months left in the year.
- f. Employees who have no other comprehensive insurance shall not be permitted to waive coverage.
- g. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
- h. An employee who initially waives coverage and then needs to re-enroll will be re-enrolled on the first permissible date. It shall be the employee's obligation to inform the District of pending loss of coverage. An employee who re-enrolls during the insurance year (anytime other than on a July 1) will receive no incentive for that year.