

NEGOTIATED AGREEMENT

BETWEEN THE

**SOUTH HUNTERDON REGIONAL
DISTRICT ADMINISTRATORS
ASSOCIATION**

AND THE

**SOUTH HUNTERDON REGIONAL
SCHOOL DISTRICT BOARD OF EDUCATION**

FOR THE SCHOOL YEARS

2021-2022

2022-2023

2023-2024

TABLE OF CONTENTS

Preamble	1
Article I Recognition	2
Article II Negotiations Procedure	2
Article III Grievance Procedure	2
Article IV Board Rights	6
Article V Supervisory Employee Rights	7
Article VI Association Rights and Privileges	8
Article VII Tuition Reimbursement	9
Article VIII Vacation Leave	9
Article IX Holidays	10
Article X Sick Leave	10
Article XI Personal Leave	10
Article XII Insurance Benefits	12
Article XIII Salaries	13
Article XIV Miscellaneous	13
Article XV Duration of Agreement	14

PREAMBLE

This Agreement is entered into this 1st day of July, 2021, by and between the **South Hunterdon Regional School District Board of Education**, hereinafter referred to as the "Board", and the **South Hunterdon Regional District Administrators Association**, hereinafter referred to as the "Association."

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of the appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission;

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I **RECOGNITION**

In Accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for administrative personnel who hold the following titles:

South Hunterdon Regional High School Principal
South Hunterdon Regional High School Assistant Principal/Athletic Director
Director of Special Services
Lambertville Public School Elementary Principal
West Amwell Township Elementary Principal
Director of Curriculum, Instruction, and Assessment
K-12 Supervisor of STEM and District Projects

All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II **NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter into collective negotiations concerning the terms and conditions of employment for a successor agreement in accordance with the laws of the State of New Jersey. Upon notification of intention to enter into collective negotiations by either party, the Board shall establish a mutually agreeable meeting date with the President of the Association.

- B. The parties agree to commence negotiations no later than February 1. Proposals shall be exchanged at the initial meeting. Proposals not submitted in the original exchange shall not be a subject for consideration or discussion unless they are counterproposals or substitute proposals.
- C. The Board recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the employees enumerated in Article I of this Agreement. Any change or modification to this Agreement, or any new agreement so negotiated, shall apply to all unit members. This recognition shall not impair the rights of any employee or group of employees under the Constitution of the State of New Jersey, or any applicable law or State administrative regulation now or hereafter enacted or promulgated.
- D. Negotiations shall be conducted in the high school or at any other mutually acceptable location. The Board shall make available to the Association a caucus room in which to meet for separate conferences.
- E. Dates for conducting negotiations shall be fixed by mutual agreement; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of thirty (30) calendar days unless extended by mutual agreement.
- F. Times for commencement of negotiating sessions shall be fixed by mutual agreement. Negotiating sessions shall not be conducted during usual school or business hours. A negotiating session conducted during evening hours preceding a school or workday shall be terminated at 11:15 p.m. or as soon thereafter as is reasonable. It is the intent and purpose of this section to permit the parties to preserve continuity and permit recapitulation and confirmation of understandings prior to recessing negotiations.
- G. Neither party shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a claim by an Administrator or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the person, persons, or Association, covered under this Agreement as set forth in the Recognition clause, making the claim.

3. A party in interest is the person or persons making the claim and any other member of the Association, including the Association or the Board who might be taken in order to resolve the claim.
4. School days will be defined as those days when school is in session.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level rapid and reasonable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept confidential at each level of the procedure.

C. Procedure

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practical.

1. All grievances shall be presented within ten (10) school days of the occurrence, or within ten (10) school days after an employee would reasonably be expected to know of its occurrence, for resolution at Level One. With the exception of Level One, all other levels must be submitted in writing.
2. Grievance forms, to be mutually developed by the Board and Association shall be available to employees through the Association.

3. Level One

An aggrieved person with a grievance shall first discuss it with his/her immediate supervisor, either directly or indirectly through the Association's designated representative, with the objective of resolving the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion the procedures prescribed in the subsections of this section shall become applicable.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may present the grievance, in writing, to the Superintendent, either directly or through the Association's designated representative.

- a. The Level Two written presentation shall make known the full details of the grievance so that a decision can be based upon total pertinent information.
- b. If the grievance is resolved at this level, a written report will be submitted to the Board and Association for their records.
- c. If no mutually acceptable resolution is reached at this level within ten (10) school days, the aggrieved person can proceed to Level Three.

5. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, s/he may appeal to the Board. S/he must notify the Superintendent, in writing, no later than fifteen (15) days after the Level Two grievance was presented to the Superintendent.
- b. The Superintendent will forward the request immediately to the President of the Board, who will convene a hearing at its next regularly scheduled board meeting to hear the grievance.
- c. All records of the preceding meetings on this grievance will be forwarded to:
 - (1) The Board;
 - (2) Aggrieved Person; and
 - (3) Association Secretary or Chairperson of the Association's Grievance Committee.
- d. The aggrieved person may bring any Party of Interest to the hearing if s/he feels it necessary to present his/her grievance.
- e. The Board shall render a decision, in writing, within twenty (20) school days of the close of the hearing. A copy of this decision will be forwarded to those identified in paragraph (c) above via electronic and/or regular mail. The decision shall be deemed "received" on the date the electronic mail is sent.

6. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three s/he may, within five (5) school days of receipt of the written decision of the Board, request in writing that the Association submit the grievance to binding arbitration, provided however, that only those disputes which arise out of a claim concerning the interpretation, meaning or application of the provisions of this Agreement shall be subject to arbitration. The Association may submit the grievance to binding arbitration no later than fifteen (15) school days after receipt of the aggrieved person's request. At the

same time, the Association shall notify the Superintendent and the Board in writing of its action in submitting the grievance to binding arbitration.

- b. Timelines and procedures for arbitrator selection and arbitration shall be pursuant to the Public Employment Relations Commission (PERC).
- c. The arbitrator's decision shall be binding only and shall be in writing, setting forth his findings of fact, reasoning and decision on the issues submitted. In deciding grievances, the arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way: 1) the terms of the Agreement; 2) applicable law; or 3) rules or regulations having the force or effect of law. The arbitrator shall be without power to make any decision: 1) involving Board policy under its rules and regulations which survive this Agreement; or 2) limiting or interfering with the powers, duties and responsibilities of the Board under applicable law.
- d. 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 Board and the Association.

D. Rights of Employees to Representation

An aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by no more than two (2) representatives selected by the Association. When an employee is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Meetings and Hearings

- a. No meetings or hearings under this procedure shall be conducted in public and all shall include only such parties in interest heretofore referred to in this Article.
- b. Every attempt will be made by both parties to continue the grievance process until resolved. The process may continue during summer if necessary, pending the availability of the participants.

- c. All employees, including the aggrieved person will continue under the direction of the Superintendent, regardless of the pendency of any grievance, until such grievance is determined in accordance with the terms of this contract.
- d. It shall be the general practice to process grievances during times that do not interfere with assigned duties of employees.

ARTICLE IV

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights; subject, however, to the provisions of this agreement and the policies as formally established and promulgated by the Board.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Administrators and Supervisors in the performance of their employment;
2. To hire, direct, promote, transfer, assign and retain Administrators and Supervisors in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve Administrators and Supervisors from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
3. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
4. To decide upon the means and methods of work;
5. To determine schedules, and the duties, responsibilities, and assignments of Administrators and Supervisors with respect thereto;
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V
SUPERVISORY EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his/his membership in the Association; his participation in any activities of the Association; collective negotiation with the Board; or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitation as set forth herein.

D. Personal and Academic Freedom

1. The Board and the Association agree that the private and personal life of an employee is within the appropriate concern or attention of the Board only when it interferes with the employee's responsibilities to and relationship with students and/or the school system.
2. The Board and the Association agree that employees will be entitled to full rights of citizenship and no religious, civic or political activities of any employee outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the employment of such employee, providing they do not violate the Constitution of the United States.

3. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of this Agreement contrary to both federal and state laws on discrimination.
4. 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 provision or applications shall continue in full force and effect.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to 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 or complaint.

B. Released Time for Meetings

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

C. Use of School Buildings

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.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including computer hardware, peripherals, software, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

E. Exclusive Rights

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

ARTICLE VII
TUITION REIMBURSEMENT

- A. Upon pre-approval by the Superintendent, the Board shall reimburse the administrator for the tuition, costs of books and other fees associated with obtaining continuing education credits related to his/his current or future job responsibilities, at an accredited institution of higher education. The amount of reimbursement per credit shall not exceed the Rutgers University graduate credit rate. The administrator will follow Board policy and N.J.S.A. 18A:6-8.5 or any other applicable law in supplying the necessary documentation when seeking reimbursement.
- B. This provision shall apply to courses taken during one school year only. Once such reimbursement has been made, no further courses will be eligible for reimbursement during that school year. In the event the administrator voluntarily resigns from the district within one year of receiving such reimbursement, s/he agrees to repay the amount received to the District. This provision may be waived by the Superintendent, in his/her sole discretion, with approval by the Board.

ARTICLE VIII
VACATION LEAVE

- A. The administrator shall be entitled to twenty-two (22) vacation days each school year. All 22 days shall be available on July 1 of each school year. However, this amount shall be pro-rated in the event that the administrator leaves employment with the District in the middle of the year. In the event that the administrator leaves in the middle of the year and has taken more vacation days than the pro-rated allotment, the administrator agrees to reimburse the District for such days at his per diem rate of his/her then current salary.
- B. The administrator shall be permitted to carry over a maximum of five (5) unused vacation days per year. Upon request, the administrator may be compensated for up to five (5) unused vacation days at the per diem rate of his/her then current salary starting July 1, 2022.
- C. Upon separation from employment with the District the administrator shall be compensated for a maximum of five (5) unused vacation days at the per diem rate of his/her then current salary, payable last pay in June, and only in the event that the administrator remains employed until June 30, in order to finish out the school year.

- D. Vacation may be taken any time during the contract year, subject to the approval of the Superintendent.

ARTICLE IX
HOLIDAYS

The administrator shall be entitled to be paid for all holidays listed on the annual school calendar, as established by the Board, and shall not be required to utilize a vacation day.

ARTICLE X
SICK LEAVE

The administrator shall be allowed twelve (12) days sick leave annually with any unused portion, at the end of any year being cumulative. Upon retirement, in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund and N.J.S.A. 18A:30-3.5, if the administrator has 10 years of service in the District (including any service in the predecessor districts of West Amwell, Lambertville or Stockton), and has accumulated a minimum of one hundred (100) unused sick days at that time, the Board shall provide compensation for a maximum of two hundred (200) of those accumulated sick leave days at the rate of seventy-five dollars (\$75.00) per day. The administrator shall notify the Board of Education by January 1st of the last year of employment of his/her intent to retire. Failure to provide notice by January 1st will result in a delay of payment to the next budget year, but not later than July 15th. A medically validated disability will waive the January 1st deadline.

ARTICLE XI
PERSONAL LEAVE

A. Personal Days

The administrator shall be entitled to three (3) personal days per year, upon approval by the Superintendent. Application to the Superintendent for personal leave shall be made at least three (3) days prior to the day requested (except in the case of emergencies). A personal day immediately prior to or after a scheduled vacation may be granted at the discretion of the Superintendent, but only in the case of an emergency. If unused, these days shall accumulate as sick leave at the end of the school year.

B. Bereavement Leave

The administrator shall be entitled to up to five (5) days at any one time in the event of death of his/her spouse/domestic partner, child, parent, parent-in-law, sibling, or any other member of the immediate household. Absences for other relatives shall be at the discretion of the Superintendent.

C. Professional Days

The administrator will be provided days of absence during each school year for professional purposes subject to Superintendent approval.

D. Work From Home Days

The administrator will be allowed to work from home during the summer months (July 1 - August 31) for a total of 3 days.

E. Sabbatical Leave

At the discretion of the Superintendent, a sabbatical leave may be granted to an administrator for the purpose of engaging in a course of study resulting in 12 credits in an area of specialization that would enhance the administrators value to the District within the scope of present or future assignments.

The following requirements will apply to any sabbatical leave requested by the administrator and all administrators.

1. In no event shall sabbatical leave be granted to more than one (1) administrator at any one time.
2. A request for sabbatical leave must be received by the Superintendent in writing no later than January 15; action must be taken on all requests no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested. To qualify for a possible grant of sabbatical leave an administrator shall present and agree to follow a program that includes the equivalent of twelve (12) credits for one (1) year of sabbatical leave.
3. To qualify for possible grant of sabbatical leave, the administrator must have completed at least seven (7) full school years of service in the South Hunterdon Regional School District or two (2) years in the service of the South Hunterdon Regional School District and five (5) years in one of the predecessor districts (South Hunterdon Regional High School District, West Amwell, Stockton, or Lambertville).
4. An administrator on sabbatical leave shall be paid the difference between his/her salary and that of his/her replacement.
5. An administrator must commit to return to the District for at least two full school years or must repay to the District the salary paid to that administrator during the sabbatical leave.
6. Where an individual fails to complete the program of twelve credits during the sabbatical leave with a passing grade of at least a B average, the salary paid to the individual on leave shall be repaid to the district proportionate to the amount of credits not completed.

ARTICLE XII
INSURANCE BENEFITS

A. Medical/Dental/Prescription

1. Employees hired before July 1, 2021

- a. The Board will provide health care insurance to Administrators as provided to District personnel covered by the Board's negotiated contract with South Hunterdon Regional Education Association, which includes the following provisions.
- b. Administrators not enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards his/her health insurance an amount equal to 85% of the maximum Tier IV amount s/he otherwise would have been required to contribute pursuant to P.L. 2011, c. 78.
- c. Administrators enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law. Contributions shall be made through payroll deduction.
- d. Not including contributions required by law, including but not limited to those as set forth in this section, the Board shall pay the following with respect to health insurance premiums. Medical: the base plan shall be AmeriHealth PPO \$15. The administrator shall be permitted to buy up to any other plan offered by the board or elect any less expensive plan offered by the board. If the administrator chooses a more expensive plan, they shall cover the full difference between the offered base plan premium and the more expensive plan premium. If a health care insurance program other than the one referred to is adopted, such a plan shall provide a system of benefits equal to or better than that the aforementioned health care insurance program.

2. Employees hired on or after July 1, 2021

- a. The Board will provide health insurance in accordance with P.L. 2020, Chapter 44.
- b. Administrators shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law. Contributions shall be made through payroll deduction.

3. The administrator may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. If coverage is waived, the administrator will be paid

\$4,000 if eligible for family coverage (which shall be defined as employee, spouse and one or more children); or \$3,000 if eligible for any other category (payable in two equal installments during the school year).

ARTICLE XIII **SALARIES**

The Board will determine the initial salary of a newly hired Administrator. The parties agree that for each of the three school years, administrators' base salaries shall increase by: 2021-2022 = 2.9%, 2022-2023 = 3%, 2023-2024 = 3%.

ARTICLE XIV **MISCELLANEOUS**

- A. On the days the Assistant Principal/Athletic Director will be attending athletic events that take place after the end of the normal work day the Assistant Principal/Athletic Director shall be allowed to start the day later than the normal starting time. In no event shall this be more than three (3) hours after the start of the regular school day. Otherwise, the decision as to when to start the day will be at the Board's discretion, provided s/he otherwise completes all the responsibilities of the position.
- B. If any provision of this Agreement or any application of this Agreement 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. This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties. The failures of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024. Negotiations on a successor Agreement, as provided in Article I, shall commence no later than six months prior to the end date of this Agreement. Discussions on the general operation of the South Hunterdon Regional School District are appropriate at any time. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries.

SOUTH HUNTERDON REGIONAL DISTRICT ADMINISTRATORS ASSOCIATION

BY _____
Co-Presidents

BY _____
Secretary

SOUTH HUNTERDON REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

BY _____
President

BY _____
Secretary