

**HOPATCONG BOARD OF EDUCATION**

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**HOPATCONG ASSOCIATION**

**OF**

**PRINCIPALS AND SUPERVISORS**

**CONTRACT**

**JULY 1, 2016 - JUNE 30, 2020**

## **PREAMBLE**

The Hopatcong Association of Principals and Supervisors and the Hopatcong Board of Education recognize the burden that contract and salary negotiations place on both organizations. To be strongly divided on employment considerations may effectively impede or negate future relationships. Both organizations benefit from a close, cooperative, mutually inclusive interchange.

Employee protection via legal document is mandated by statute. The Hopatcong Association of Principals and Supervisors recognizes its need for statute obligations but does not preclude its closely associating, aligning, and allying its membership to the general concerns of the Board.

The Hopatcong Association of Principals and Supervisors recognizes its position as management. Inherent in that position is a mutually inclusive, positive relationship with the Board. The Board, with management inputs, establishes policy which management administrates and supervises. A mutually dependent relationship exists.

Should either organization unbalance the relationship, retardation of district growth and development could result. A statement of intent acceptable to both organizations would effectively reduce further impasses and promote a sound management relationship.

Accordingly, the Hopatcong Association of Principals and Supervisors recognizes that:

1. HAPS is management;
2. HAPS is closely aligned in spirit and practice to the Board;
3. HAPS is to work closely with and for the Board and consult with the Board through the Office of Superintendent on subjects of concern, including, but not limited to, current issues, curricula and policies and practices governing the operations of the schools;
4. HAPS is an agent of the Board in implementing its policy;

5. HAPS is accepting non-specification of certain terms and conditions of employment in this contract;
6. HAPS is conscious of the potentially deleterious effect of processing grievances and will meet with the Board/Superintendent to review potential grievances and/or problems before they are considered formal; and
7. HAPS recognizes that its assistance to the Board during negotiations with other collective bargaining units is desirable.

Accordingly, the Hopatcong Board of Education recognizes that:

1. As management, HAPS is subject to varied managerial prerogatives inherent in the position. Management is cognizant of their responsibilities and will expend sufficient time and energies to their completion. For time consumed well beyond the typical day, management will make no claim. For time occasionally reduced from a typical day or recess period, the Board will make no claim. Mutual trust exists;
2. The Board/Superintendent will provide a vehicle to continually update management on current issues, policies and practices;
3. The Board/Superintendent will meet with HAPS to review potential grievances and/or problems of HAPS and employees supervised by HAPS before they are considered formal;
4. Board contact with the Hopatcong Association of Principals and Supervisors is to be initiated through the HAPS President; and
5. The assistance of HAPS during negotiations with collective bargaining units is desirable.

## **CONTRACT**

### **I. RECOGNITION CLAUSE**

Personnel governed by this contract shall be Principals, Vice Principals, Director of Curriculum/Technology, Director of Guidance and Counseling (K-12), Supervisors of Curriculum and Instruction (K-12), Director of Special Services, and Director of Athletics/Student Activities. Unless otherwise indicated, the term "administrator," when used in this agreement, shall refer to all employees in the bargaining unit as above defined. Should the Board establish a new administrative position, other than in the central office, that requires an administrative certificate, after the effective date of this contract, that position is subject to immediate inclusion in the Association prior to June 30 of the year in which the position is created.

### **II. GRIEVANCE PROCEDURES**

#### **A. Definitions**

1. A grievance is a claim based upon the interpretation, application or violation of express contract terms, statutes and rules affecting terms and conditions, and policies and administrative decisions.
2. An aggrieved person is the person, persons, or the Association making the claim.
3. All documents, communications and records dealing with the grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any administrator.

#### **B. Procedure**

1. Alleged violations of express contract terms may proceed to level four; alleged violations of statutes and rules affecting terms and conditions may proceed to level two, and alleged violations of policies and administration decisions may proceed to level three.

2. The number of days indicated at each level of the grievance procedure should be considered as a maximum time limit which may be extended by mutual agreement.
3. If a grievance is based on a change in terms and/or conditions of employment during the school year, then all activities concerning the grievance shall be terminated until the grievance is resolved.
4. Disposition of grievances at all levels shall be in writing and state with particularity the basis of the decision to resolve the grievance or the reason for proceeding to the next level. Copies of correspondence at all levels shall be mailed to the Superintendent.
5. In the event that a grievance cannot be resolved prior to the conclusion of a school year, the grievance shall be resumed as of the first day of the following school year.
6. Grievances not applicable to level one shall begin at level two.

**C. Level One - Building Principal or Immediate Supervisor**

1. An administrator with a grievance shall discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative with the objective of resolving the matter informally. The principal or immediate supervisor shall inform the Superintendent and Principal, if applicable, of the grievance and its resolution, in writing, within five (5) days.

**D. Level Two - Superintendent of Schools**

1. If a dispute cannot be resolved informally at Level One, a formal grievance shall be filed in writing by the Association within five (5) work days and shall state with particularity the alleged violation and the specific remedy sought.
2. The Superintendent of Schools shall render a written decision within five (5) work days of receipt of the grievance.

**E. Level Three - Board of Education**

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level

Two, or if no decision has been rendered within five (5) work days after the grievance was delivered to the Superintendent, the Association or the aggrieved person may submit the grievance to the Board of Education within five (5) work days of receipt.

2. The Board of Education shall render a written decision within ten (10) work days of receipt of the grievance or two (2) days after the next regularly scheduled public board meeting, whichever is longer.

#### **F. Level Four - Arbitration**

1. If the aggrieved person or the Association is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered as per E above, the Association may submit the grievance to arbitration and shall notify the Board in writing of said request for arbitration within ten (10) work days.

2. Within twenty (20) work days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association and/or PERC by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not more than twenty (20) days from the date of the closed hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which would require the commission of an act prohibited by law, which is violative of the terms of this agreement, or

which would significantly interfere with the exercises of inherent management prerogatives pertaining to the determination of governmental policy. The decision of the arbitrator shall be final and binding on both parties.

3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **G. Rights of Administrators to Representation**

1. Any aggrieved person shall be entitled to representation at all levels of the grievance procedure by a representative appointed by the Association.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

### **III. STATUTORY SAVINGS CLAUSE**

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

### **IV. REQUIRED MEETINGS OR HEARINGS**

Whenever any administrator is required to appear before the Superintendent or agent thereof concerning any matter which could adversely affect the continuation of that administrator in his/her employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to

have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Subject to Board Policy on Conduct Unbecoming A Teacher, any suspension of an administrator pending certified charges shall be with pay. An administrator has the right to have an Association representative present at any meeting.

## **V. SALARIES**

### **A. Method of Payment**

1. Each administrator shall be paid in twenty-four semi-monthly installments.
2. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, paychecks shall be available to all administrators on the last work day prior to the beginning of the holiday, vacation or weekend.

### **B. Administrators' Work Year**

1. Work year = 248 work days (July 1 - June 30).
2. 13 paid holidays.
3. Paid vacation days according to the schedule established in Article XI.
4. All days except otherwise scheduled off are considered work days.
5. Twelve sick days plus four personal days.

### **C. Salary Increases**

1. For the **2016-17** School Year, a total dollar increase in the base salaries of 2.5% to be divided in accordance with the share chart attached to this contract as Exhibit A.
2. For the **2017-18** School Year, a total dollar increase in the base salaries of 2.25% to be divided in accordance with the share chart attached to this contract as Exhibit A.
3. For the **2018-19** School Year, a total dollar increase in the base salaries of 2.4% to be divided in accordance with the share chart attached to this contract as Exhibit A.
4. For the **2019-20** School Year, a total dollar increase in the base salaries of 2.4% to be divided in accordance with the share chart attached to this contract as Exhibit A.
5. Longevity Provision:

a. All currently employed administrators receiving longevity payments will continue to receive such payments according to the established schedule of longevity payments as detailed below:

**LONGEVITY**

The schedule of longevity payments for the contract duration will be paid to those who qualify. The three – (contract) year progression is as follows:

	8yrs	10yrs	15yrs	20yrs
<b>2016-2017</b> -----	<b>4500</b>	<b>6000</b>	<b>7500</b>	<b>9000</b>
<b>2017-2018</b> -----	<b>4500</b>	<b>6000</b>	<b>7500</b>	<b>9000</b>
<b>2018-2019</b> -----	<b>4500</b>	<b>6000</b>	<b>7500</b>	<b>9000</b>
<b>2019-2020</b> -----	<b>4500</b>	<b>6000</b>	<b>7500</b>	<b>9000</b>

5. With the abolishment of the ratio salary guide, administrators who attain an additional fifteen (15) credits subsequent to those accrued at their time of hire shall receive an additional \$500.00 added to their base salary for each step (i.e. MA+15, MA+30, MA+45, MA+60, ED.D).

**VI. PHYSICAL EXAMINATIONS**

**A. Eligibility**

1. All members of the Hopatcong Association of Principals and Supervisors are eligible for a physical examination paid for by the Hopatcong Board of Education once every two years effective July 1, 1987.
2. The order of the physical examinations shall be determined by the Hopatcong Association of Principals and Supervisors with not more than 25% of the group receiving an examination in each half of each contract year.

**B. Coverage and Costs**

1. The physical examination shall consist of, but not be limited to, the following: urinalysis, EKG, chest X-ray, CBC stress test, and multi-phasic blood screening (thirty test factors and

thyroid). Female administrators shall also have included a complete gynecological examination. A Sigmoidoscopy shall also be provided upon request by the employee.

2. The costs for this physical examination shall be borne by the Hopatcong Board of Education up to \$ 450.00 for each examination for each year of the 2016-2020 contract terms.

### **C. Procedure**

1. Arrangements for a physical examination shall be made:

a. through a medical group designated by the Superintendent and/or the Hopatcong Board of Education, or

b. through a physician of the employee's choice.

2. In either 1 a. or 1 b. above, the employee shall first submit all medical charges and related expenses through the district's hospital/medical carrier. All additional charges as a balance due shall be submitted for reimbursement by the administrator who is responsible for striking a purchase order and have this purchase order approved by the Superintendent. Upon approval by the Superintendent, normal procedures for processing the purchase order must be followed for the amounts of reimbursement in accordance with B.2. above.

3. After completion of the physical examination, a copy of the results will be forwarded to the Superintendent's office for placement in the employee's personnel file and will remain confidential.

## **VII. ACCREDITED EVENING HIGH SCHOOL AND SUMMER SCHOOLS**

Any assignment to a newly established accredited evening high school and/or summer school shall be negotiated, as to salary, between the Board and the Association.

## **VIII. PROFESSIONAL IMPROVEMENT**

### **A. Tuition Reimbursement**

The Board of Education will provide an annual pool of \$24,000 to reimburse administrators for graduate course registration, tuition and textbooks, provided that they are turned in to the Board of Education at the completion of the course, for the purpose of establishing a professional library. Said graduate courses, whether traditional or cohort style, must be approved by the Superintendent and must be within the scope of the administrator's certification and job assignment. All requests by administrators for approval of courses must be sent to the Superintendent's office as follows:

1. Requests for fall semester courses, not later than September 1<sup>st</sup> of the year courses are taken;
2. Requests for spring semester courses, not later than January 1<sup>st</sup> of the year courses are taken;
3. Requests for summer semester courses, not later than May 1<sup>st</sup> of the year courses are taken;

### **B. Reimbursement Payment**

Reimbursement for approved graduate courses will be paid to administrators as follows: Due to the nature of the cohort vs. traditional graduate courses, the \$24,000 pool will be split among participants on a half year basis. \$12,000 reimbursement will be paid in December 15 for those courses taken in the Summer and Fall and \$12,000 paid in June 15 for the Spring courses. Should any monies be remaining on June 30<sup>th</sup>, those monies will be equally distributed among any participants who have remaining balances for courses taken.

Additionally, any member may seek reimbursement for any unpaid graduate tuition bills left unpaid due to the \$24,000 annual cap in subsequent years beginning with the 2012-2013 contract. Please note, no pool monies shall be carried over from the previous year. The maximum tuition pool will be \$24,000 each year of the contract.

### **C. Reimbursement Vouchers/Requests**

A statement of final passing grade and original receipts for tuition and registration fee payment must be submitted along with the business office voucher request for reimbursement. Vouchers and receipts must be forwarded to the business office at least fifteen days prior to the payment dates listed above. Tuition reimbursement provision is

subject to an annual cap of \$24,000. All requests for tuition reimbursement must be made in the school year in which the course was successfully completed.

#### **D. Conditions of Tuition Reimbursement**

Since the reimbursement for professional staff improvement is provided for the benefit of the students and the schools of Hopatcong Borough, no reimbursement will be made for courses taken by administrators who do not receive contracts for the following year or by administrators who indicate in writing that they are leaving the system.

#### **E. Membership Fees**

The Board of Education will provide membership annually for each member in the New Jersey Principal and Supervisors Association. The Board will also provide membership in one additional professional organization not to exceed annual dues of \$ 200.00.

#### **F. Professional Activities**

Administrators shall be granted permission to attend relevant professional conferences, workshops, etc.

### **IX. INSURANCE PROTECTION**

#### **A. Full Health-Care Coverage**

As of the beginning of the 1993-1994 school year, the Board shall provide health-care (medical/dental) insurance protection with a \$ 300.00 deductible for individual coverage and \$ 500.00 deductible for family coverage. The Board shall pay the premiums for each administrator and for family-plan insurance coverage in accordance with premium contributions required by Chapter 78, P.L. 2011. Upon the repeal or sunseting of this law, the co-pay for the insurance plan shall be ten percent [10%] of premiums, pending the outcome of subsequent negotiations. The current contribution of \$500 set forth in subparagraph (1) below shall cease upon the implementation of the 2012-2015 contract.

1. The Board of Education will provide full health coverage equal to or better than the

New Jersey Health Benefit Plan.

2. The Hopatcong Board of Education shall provide for each administrator, family-plan benefits insurance for Prescription Drugs.

3. The Hopatcong Board of Education shall provide annually \$ 375.00 per administrator, or a pool of \$ 5,625.00, to be drawn upon for vision claims. Excess monies left in June each year will be added to the following year's base fund of \$ 5,625.00. Base fund plus excess shall not exceed more than \$7,000.00 in any one year.

#### **B. Carriers**

The Board of Education will annually select the insurance carriers provided that the coverage is equal to or better than the current plan.

#### **C. Complete Annual Coverage**

For each administrator who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. When necessary, payment of premiums on behalf of the administrators shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

#### **D. Description to Administrators**

A description of all insurance coverage shall be furnished to the administrators.

**E.** Any employee who relinquishes all family health care coverage shall receive an incentive payment in the amount of \$7,000 per school year. One-half of the payment [\$3,500] will be made in December 15 and one-half payment [\$3,500] in June 15. Employees leaving the district between July 1<sup>st</sup> and June 30<sup>th</sup> of any contract year shall receive a pro-rata payment for each month employed during that period. Incentive payments are governed by rules jointly developed by the Board and the Insurance Company concerning re-enrollment. These rules shall include, at a minimum, the right to revoke the waiver under

the following proven hardship/change of life circumstances:

- \* Termination of Employment of person with benefits
- \* Loss of benefits of person upon whose benefits were being relied upon.
- \* Divorce
- \* Death

## **X. ADMINISTRATOR FILES**

A. No material derogatory to an administrator's conduct, service, character or personality shall be placed in the files unless the administrator has had an opportunity to read the material. The administrator may acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. An incident shall be reduced to writing within a reasonable time of its occurrence.

B. The administrator shall have the right to answer any material filed, and his/her reply shall be attached to the file copy.

C. Upon request by the administrator, he/she shall be permitted to examine his/her file. No material may be removed from the file from the time the request is received until the examination is made.

D. The administrator shall be permitted to reproduce any material in his/her file within five (5) calendar days of his/her request.

## **XI. VACATIONS**

A. Administrators employed on a 12-month basis will have earned paid vacation days according to the following schedule:

At the beginning of the -

2nd contract year (July 1, subsequent to the initial date of employment) as a district

administrator: .....	20 days
5th contract year as a district administrator: .....	23 days
10th contract year as a district administrator: .....	27 days

B. The Hopatcong Board of Education agrees that should an administrator be unable, due to professional responsibilities arising out of school district employment, to take all of his/her vacation during the summer months, then any unused vacation can be taken during the regular school year.

C. Each employee shall have the option to exchange vacation days granted by this provision, at their current per diem rate. The per diem rate shall be based on a work year of 248 days. Monies shall be distributed equally, that is \$13,500 divided by the number of eligible employees. All HAPS employees must notify the payroll clerk, Business Administrator, and the HAPS President with the intent to “buy back” vacation days by May 1 of the current school year. Only whole day exchanges are to be permitted and will be subject to rounding to the nearest tenth. No leftover pool monies, if any, will be carried over from year to year; however, if monies are leftover as of June 30<sup>th</sup>, it will be divided equally for those members who previously filed documentation indicating their desire to “buy back” additional days.

D. Any unused accumulated vacation days will be converted to sick days at the end of the contracted year.

**XII. LEAVES**

**A. Temporary Leaves of Absence**

1. Accumulative

a. All administrators employed for twelve (12) months shall be entitled to twelve (12) sick leave days and four (4) personal days each school year as of July 1 of said school year, whether or not they report for duty on that day. Three of these four personal days, if unused, shall be added to the accumulated sick leave.

b. Three (3) days notice must be given to personal days, but in the event of an emergency, the three (3) day request period shall be waived by notification on said day of absence. One additional personal day with pay shall be granted by the Superintendent upon receipt of adequate reason for the additional personal time off required. Unused sick leave shall be accumulated from year to year with no maximum limit.

#### **B. Transfer from Another District**

Whenever the Board employs an administrator who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant full credit from the immediate previous district only.

#### **C. Non-Accumulative**

Non-Accumulative additional sick leave benefits shall be allowed to administrators as follows: The administrator may be given the difference between his/her pay and a substitute's pay for each sick day over and above the total accumulative sick days. In the event of refusal, reasons for same will be forwarded to the administrator by the Board of Education in writing.

#### **D. Types of Leave**

##### 1. Legal

Time necessary for appearances in any legal proceeding with the administrator's employment or with the school system, except those actions instituted by the employee of Association against the Board.

##### 2. Absence Due to Death

Absence due to death in an administrator's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days. The term Immediate family shall include mother, mother-in-law, father, father-in-

law, sister, brother, husband or wife, children, and grandparents.

### 3. Temporary Military Leave

The time necessary for an administrator called into temporary active duty of any unit of the U.S. Reserve or the State National Guard shall be granted with full pay. The employee shall supply written documentation from his/her commanding officer that no non-school times are available/acceptable.

### 4. Emergency Situations

In the event of illness to the immediate family that creates an emergency situation, any administrator may use up to five days leave at the rate of their pay less substitute's pay, without reference to sick leave. Immediate family shall include parents, spouse and own children.

### 5. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

### 6. In Addition to Sick Leave

Leaves taken pursuant to Sections 1-5 of above shall be in addition to any sick leave to which the administrator is entitled.

### 7. Leaving District in Good Standing

#### a. Administrators Employed prior to July 1, 1997

- (1) Administrators, upon leaving the district in good standing shall be remunerated at the rate of \$150.00 per day for each sick day accrued over and above 50 days or, for administrators who have accumulated 100 days or more and have experienced a catastrophic long term illness, defined as an illness that causes the employee to be absent from work for a total of 20 or more sick days (Note: These days do not have to be consecutive or continuous.) that brings the employee's

total sick days to below 50, then all days below 50 will be compensated at the rate of \$150.00 per day.

- (2) At the option of the administrator, this compensation for sick days can be reimbursed for up to five (5) years for income tax savings purposes.
- b. Administrators employed On or After July 1, 1997
    - (1) All sick days transferred in accordance with article XII.B. of this contract agreement will be available to be utilized for short and long term illnesses.
    - (2) Upon attainment of tenure as an administrator, the administrator is eligible for 50% of the financial remuneration in accordance with Article XII.D.7.a. of this contractual agreement.
    - (3) Upon attainment of longevity as an administrator, the administrator is eligible for 100% of the financial remuneration in accordance with Article XII.D.7.a. of this contractual agreement.
  - c. In the event of the administrator's death, his or her estate is entitled to all provisions, including financial remuneration, contained within Article XII, Section D, paragraph 7, without reference to length of employment.
  - d. Currently employed individuals who assume an administrative position in the District shall receive full sick day reimbursement benefits as per contract.
  - e. All administrators, employed prior to July 1, 2004, upon leaving the district in good standing, shall be remunerated 1/200th of the 2003-2004 year's salary for the accrued unused vacation days as of the date of this agreement as attached and remain part of this agreement.

### **XIII. EXTENDED LEAVES OF ABSENCE**

#### **A. Association**

The Board agrees that a tenured administrator designated by the Association may,

upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

**B. International and Federal Programs**

A leave of absence without pay of up to two (2) years shall be granted to any tenured administrator who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange administrator or overseas administrator, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship.

**C. Outside Teaching**

A tenured administrator shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

**D. Maternity**

1. An administrator shall notify the superintendent, in writing, of her pregnancy. Said administrator may continue to work as long as she is medically fit and shall present the Superintendent with medical certification that she is fit to work during the last three months of her pregnancy. The administrator shall give reasonable notice to the Board prior to commencing leave and the Board shall grant leave effective on the date requested by the administrator.
2. The length of the leave shall be to July 1 after the second (2nd) birthday of the child. The administrator may terminate the leave at any time subject to thirty (30) days written notice to the Board. Intent to return shall be stated prior to March 1 of the September in which the administrator will return. Failure to so notify the Board in writing by that date shall constitute termination of contracted employment.
3. Administrators whose leave of absence does not commence until after

January 31, shall receive full year's credit on the salary guide upon return from maternity leave provided that said administrator performed for either five (5) consecutive months of services in the school year in which the leave commences, or has completed six (6) months of service in the school year in which the leave commences.

#### **E. Adoption**

Any administrator adopting a child shall receive similar leave which shall commence upon his/her receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption.

#### **F. Family Illness**

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the administrator's immediate family.

#### **G. Political**

The Board shall grant leave of absence without pay to any administrator to serve in an elected public office for a term not to exceed one (1) year except as provided by statute.

#### **H. Good Cause**

Other leaves of absence without pay may be granted by the Board for good reason.

#### **I. Sabbatical Leaves**

The Board of Education may grant a sabbatical leave to one (1) administrator per year subject to the following conditions:

1. The administrator has completed six (6) consecutive years of service in the Hopatcong School District prior to submitting his/her request for sabbatical leave.
2. Requests for a sabbatical leave must be received by the Superintendent in

writing prior to January 31 of the preceding school year.

3. Requests for a sabbatical leave shall state with particularity the nature and purpose of the leave.

4. In the event more than one (1) administrator requests a sabbatical leave for a particular year, the Board of Education will make the final decision as to which administrator is granted said leave.

5. The Board of Education shall inform each candidate in writing of his/her acceptance or denial for a sabbatical leave by March 31.

6. Administrators must take sabbatical leave for a full school year and shall be paid fifty percent (50%) of their total salary for that full year period.

7. An administrator on sabbatical leave shall be paid in the same manner as if employed in the school district. Upon returning from sabbatical leave, the salary shall be that of the step on the schedule that he/she would have received had he/she not been absent from service in the district. If the administrator qualifies for a higher designation on the salary guide, the proper transfer will be made. Adjustments will be made only during the month of September.

8. At the expiration of the leave, the administrator will be reinstated in the same or a comparable position to the one he/she held at the time the leave was granted.

9. The administrator shall agree to return to service in the Hopatcong Borough School District for a period of not less than two school years after the sabbatical leave. The obligation upon return shall be waived upon the physical disability of the administrator. The disability may be certified by medical authorities selected by the Board of Education.

10. Upon being granted a sabbatical leave, the administrator shall sign an agreement requiring that within ninety (90) days following return from his/her

sabbatical leave, he/she shall submit a concise report of the results of his/her leave to the Superintendent. The report shall contain:

- a. an account of activities during the leave;
- b. a statement of progress made on the sabbatical study program as proposed in the application together with an explanation of any significant changes made in the program;
- c. a statement of future activity related to the sabbatical leave study program, including plans for completion of the program or application of new knowledge.

11. Upon return from the Peace Corps, VISTA, National Teacher Corps, or sabbatical leave, an administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

For all other types of leaves granted by the Board, administrators shall not receive increment credit for times spent on leave.

12. All rights and benefits to which an administrator would be entitled at the time his/her leave commenced, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or if not, to a substantially equivalent position.

13. Any administrator on leave with pay shall receive the same fringe benefits granted to actively employed administrators.

14. Any administrator on leave without pay may be permitted to substitute in the Hopatcong School District at the prevailing substitute salary.

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

#### **XIV. BUILDING ASSIGNMENT**

When a change of assignment is suggested, each administrator shall be given written notice by the Superintendent of Schools of his/her assignment for the forthcoming year

by April 15th, if possible.

## **XV. MISCELLANEOUS PROVISIONS**

A. 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 administrators or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.

B. All requests for travel reimbursement must be made to the Board of Education through the Superintendent and have approval prior to the travel date. This approval by the Board will permit reimbursement at the established Internal Revenue Service rate per mile. Unless otherwise approved by the Board, the following rates will be the maximum reimbursement permitted by the Board of Education for the duration of this contract agreement:

Lodging - maximum of \$ 150.00 per night and only upon an original bill being presented to the Board of Education; food - \$ 20.00 for breakfast, \$ 30.00 for lunch, and \$ 55.00 for dinner.

C. Reimbursement for required administrative evening meetings will be for meals at \$ 20.00.

D. 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.

E. Any individual contract between the Board and an individual administrator, 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, this agreement shall be controlling.

F. Copies of this agreement will be reproduced by the Association and will be presented to all administrators. The Board shall share with the Association the cost of the reproduction.

G. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so in writing to the following addresses:

1. If by the Association to the Board - Board Secretary, Box 1029, Hopatcong, NJ 07843.
2. If by the Board to the Association - to duly elected President of the Hopatcong Association of Principals and Supervisors at his/her home address.

**XVI. DURATION OF AGREEMENT**

This agreement shall become effective as of **July 1, 2016** and shall continue in effect until **June 30, 2012**. This contract may be reopened if either the Board or Association makes a request.

**IN WITNESS WHEREOF**, the Hopatcong Association of Principals and Supervisors has caused this agreement to be signed by its President and its Chairperson of the Negotiating Committee, and the Hopatcong Board of Education has caused this agreement to be signed by its President, its Chairperson of the Negotiating Committee, attested by its Board Secretary and its seal placed thereon.

**HOPATCONG BOARD OF EDUCATION**

**HOPATCONG ASSOCIATION OF PRINCIPALS AND SUPERVISORS**

BY: \_\_\_\_\_  
Anthony Fasano, BOE President

BY: \_\_\_\_\_  
Jeff Hallenbeck, HAPS President

BY: \_\_\_\_\_  
Robert Nicolson, Negotiations Chair

BY: \_\_\_\_\_  
Emil Binotto, Negotiations Member

DATED: