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BOARD SECRETARY
SCHOOL BUSINESS ADMINISTRATOR

MICHAEL R. PICHOWICZ
COUNSEL

RESOLVED: By the Board of Education of the Town of Harrison, County of Hudson
and concurring with the recommendation of the Superintendent of School,

That: Recommendation to accept/ratify the Board of Education's criteria/factors to
assess and determine all of the recommendations on tuition reimbursement
and/or degree credit for guide advancement requested from the
Superintendent and the Director of Personnel/HR as per the attached letter
from Karen Murray, Labor Attorney.

The criteria/factors include:

1. All courses, to be considered for tuition reimbursement and/or advancement on the salary guide, "must be related to a teacher's assignment or future promotional position in the Harrison School District." (HEA, Art. VIII, Section E.2)
2. Preference for New Jersey college or university.
3. Credits must be acceptable to Rutgers University towards one of their graduate programs.
4. The graduate program must be regionally and nationally accredited.
5. The courses submitted for review and approval must contain detailed information including, but not limited to, the number of hours per week required for the course; the beginning and end date of the course; detailed syllabus outlining the work, readings, papers, etc. required for the course.
6. Verification that the course will be taken for a letter grade and not pass/fail.

Dated: December 14, 2023

Introduced by Commissioner Vincent Franco

Vincent L. Franco

AGREEMENT

Entered into between the

HARRISON BOARD OF EDUCATION

and the

HARRISON EDUCATION ASSOCIATION

July 1, 2021 to June 30, 2025

(rev. 5-18-22)

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PREAMBLE

THIS AGREEMENT entered into this 18th day of May, 2022, by and between the Board of Education of the Town of Harrison, New Jersey, hereinafter called the "Board" and the Harrison Education Association, hereinafter called the "Association".

WITNESSETH :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Harrison School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty; and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certificated personnel, whether under contract or on leave, employed by the Board, but excluding:

Any person covered by an individual contract of employment

Any person covered by the Labor Agreement between the Harrison Board of Education and the Harrison Administrators Association

Business Administrator/Board Secretary

Business Manager

Assistant Business Administrator/Assistant Board Secretary

Attorney

Physician

Psychiatrist

Attendance Officers

Clerks

Secretaries

Custodians

Substitutes

B. Definition of Teacher

Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all professional certificated employees represented by the Association in the negotiating unit as above defined. All certificates must be issued by the N.J. Dept. of Education.

ARTICLE II
NEGOTIATIONS FOR SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations for a successor Agreement in accordance with Chapter 303, Public Laws 1968, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than October 1, of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and, ratified by the Harrison Education Association and approved by the Board and be signed by appropriate representatives for the Board and the Association.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Contract Term

Contract term of July 1, 2021 to June 30, 2025. If the parties have not concluded negotiations by the expiration date of the Agreement (June 30, 2025), the parties agree that there shall be no movement on the salary guide and/or no increment or salary adjustments until such time as a contract settlement has been executed and salary guides finalized.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance

A "grievance" shall mean a complaint by a teacher or the Association based upon an alleged misinterpretation, misapplication or violation of this Agreement. In order to be considered under this procedure, a grievance must be initiated in writing on the approved form, not by e-mail by the teacher or the Association within thirty (30) school days from the time when the teacher, or the Association, knew of its occurrence.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. Year-end Grievances

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 is practicable. Grievances may be initiated and/or processed from the last day of school/classes to the start of the school year. No timeliness objection shall be raised for any grievance that arises during the summer recess. The timeline for grievances that arise under this section shall commence running from the first day of school/classes. Every effort shall be made to resolve grievances as expeditiously as possible.

3. Level One

A teacher with a grievance shall first discuss it with his or her principal or immediate superior, either directly or through the Association's designated representative, or one of his or her own choosing, with the objective of resolving the matter informally. If the grievance is not resolved through discussion, the written grievance shall be filed within thirty (30) school days from the time when the teacher, or the Association, first knew of its occurrence. If not timely filed, the grievance shall not be processed further. Timeline can be extended with mutual consent.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he or she may file the grievance in writing to the Superintendent, a copy of which will be sent to the Principal. Within twenty (20) school days after receiving the written grievance, the Superintendent shall communicate his or her decision in writing, along with supporting reasons, to the aggrieved person and his or her principal.

5. Level Three

If the grievance is not resolved to the grievant or the Association's satisfaction, the grievant or the Association, no later than five (5) school days from the receipt of the Superintendent's decision or the last date for issuing such decision, may

request a review by the Board's Negotiations Committee. The request shall be made in writing and sent to the Chair of the Committee, with copies to the Superintendent and the Board Secretary. The Committee shall review the grievance and all relevant documentation and may conduct an informal hearing with the grievant, if requested. The Committee shall issue a written decision no later than forty-five days (45) from receipt of the grievance.

6. Level Four

(a) If the decision of the Negotiations Committee does not resolve the grievance to the satisfaction of the Association and the Association decides to proceed to binding arbitration, it must file a demand with one of the panel arbitrators no later than fifteen (15) school days from receipt of the Negotiations Committee's decision.

The parties agree to use the following arbitration panel in a rotational process. (See Schedule E)

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his or her decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him or her. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties.

Effective July 1, 1989, the decision of the arbitrator shall be binding upon the Board and the Association.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance 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.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teachers and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his or her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

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.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing, not by e-mail, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3. 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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, as amended, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Association and its affiliates, his or her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his or her 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

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

C. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse

evaluation of his or her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth herein except if covered by these statutory procedures: increment withholding, Reduction in Force (RIF), and tenure charges.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his or her office, position or employment, or the salary or any increments pertaining thereto, then he or 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 or her and represent him or her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Harrison School District, based upon his or her professional judgment of available criteria pertinent to any given subject area or activity to which he or she is responsible. In the event an evaluation is protested and the Superintendent believes such protest has merit, he or she shall refer same to PR&R Committee for review and comment. If the protest cannot be adjusted at that level, the PR&R Committee shall meet the Superintendent and three members of the Board to dispose of the protest.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his or her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

Upon request of the Association, the Board will supply available information, with the exception of confidential personnel records, which are pertinent to negotiations and/or the processing of any grievance under this Agreement.

B. Released Time for Meetings

Whenever any representative of the Association engages in a meeting during working hours with a member(s) of the Board, or with a supervisory official, he or she shall suffer no loss of pay. The Union President shall be given one period per week to take care of union business with notice and approval of the building principal.

C. Use of School Buildings

The Association is granted use of school buildings without cost at reasonable time to conduct meetings or hold conferences. Request for such use must be made in advance to the School Superintendent or to the Business Office.

D. Use of School Equipment

The Association shall have the right to make appropriate use of school facilities and equipment when not being utilized for school purposes. A reasonable charge will be paid for supplies used or damage caused.

E. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.

The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. Association bulletin boards shall only be for the Association, not personal or solicitation

materials. The Superintendent, or his or her designee, shall have the right, to request the removal of any material deemed offensive or inappropriate. The removal shall not be subject to a grievance.

F. Mail Facilities and Mail Boxes

The Association President and Officers shall have the right to appropriately use the interschool mail facilities and school mail boxes for Association business only, without approval of building principals or other members of the administration. Use of the interschool mail by the Association Officers shall be consistent with all applicable statutes, regulations and District policies.

G. Orientation Programs

All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of the Board of Education. Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.

H. Sub-Contracting

The Board shall enter into no contract which will result in instruction being provided, supervised, or otherwise influenced by any person, organization, group, or company other than properly certificated persons directly employed by the Board, unless no bargaining unit member applies for the posted position. The Board will inform the Association when this occurs.

I. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive

representative of the teachers, and to no other organizations.

J. Association officers and building representatives may leave the building to conduct Association business during prep time, at 3:05 P.M., or at the request of the Board of Education or Administration, subject to approval of the building principal.

K. All certificated position vacancies in the District, including promotional, shall be e-mailed to all HEA officers.

L. The Association shall have representation on the District's Professional Development Committee. The Association will provide, in writing, to the Superintendent, by October 1st of each school year, the name and contact phone number of its officers and all building representatives.

M. Union officers should receive a copy of any new District policy.

ARTICLE VI

TEACHER WORK YEAR

A. In-School Work Year

1a. The school year shall not be more than 187 days, including the one-half (1/2) day orientation. The first day of each school year shall be ½ day orientation and ½ day in-service training. Pupil contact days will be not less than 180 and not more than 182. In addition to the first day, the school year shall contain two (2) full in-service days which shall consist of five (5) hours (9:00 A.M. to 2:00 P.M. without lunch). The use of days 186 and 187 shall be with approval of the Executive Committee of the Association.

1b. Effective July 1, 2015, the school year includes in the language of Section 1a, above, one (1) work day that shall be the Friday before Spring Break, single session instructional day, or any other alternate day, mutually agreed to by the Board and the HEA. The use of days 186 and 187 shall be with the approval of the Executive Committee of the Association.

2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.

3. Technology permitting, the district will conduct distance learning via district technology to conduct school in case of inclement weather or emergency situations. This distance learning school day will count as a school day with teachers fulfilling all instructional and attendance responsibilities. Teachers' attendance shall not be required whenever student attendance is not required due to inclement weather.

4. On the first three scheduled full days of the school year, students shall be dismissed after one session and no later than 1:11 P.M. The teacher work day shall end at 3:05 P.M. on those days. (See also Schedule B)

5. The Board will provide a minimum twenty (20) hours of professional development in each school year at no cost to the teacher. These twenty

(20) hours shall be achieved as follows:

- 1. Two in-service days (Article VI, A.1.) – Five (5) hours**
- 2. Six (6) two (2) hour in-service days (2:00p.m. to 4:00p.m.) One being determined by each principal. Faculty meetings count if they are professional development.**

6. Teachers will attend professional development workshops with the approval of the building principal and Superintendent's Office throughout the school year, through the use of professional development days. Approval of these days is at the discretion of the Superintendent, for their effectiveness, timeliness, and considering budgetary resources. These days must follow the teacher's individual professional development plan, established in the evaluation rubric and teachers are required to "turn key" these experiences with their colleagues.

B. School Calendar

The school calendar shall be drawn up by the Chief School Administrator and approved by the Board of Education.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Check-in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by writing the exact hour, with minutes, in the appropriate column of the faculty sign-in roster both morning and afternoon prior to each session. Suitable penalties may be assessed against a teacher who is habitually tardy.

2. Length of the Day

The total work day for all schools will be:

8:15 A.M. sign-in time for teachers

8:20 A.M. arrival time for students

3:05 P.M. student dismissal

3:15 P.M. teacher dismissal

3. Arrival and Dismissal Time

(a.) No teacher shall be required to report for duty earlier than five (5) minutes before the opening of the pupils' school day, and shall be permitted to leave ten (10) minutes after the close of the pupils' school day. The Superintendent of Schools shall determine the dismissal time for teachers on inclement weather days and days preceding holidays or vacations.

(b.) As the need arises and with the agreement of individual teachers, a zero period will be created in certain subject areas and the teacher's work schedule will be modified accordingly with no additional time added.

B. Instructional Planning

Every teacher shall plan and teach course content with the approval of the administration, in the manner he or she considers practical and useful. Teachers shall provide a lesson plan or guide for a substitute.

1. Number of Preparations

High school teachers shall not be required to teach more than two (2) subject areas, nor more than a total of three (3) teaching preparations, except in the vocational/CTE subjects, special education, self-contained, and in an emergency.

C. Lunch Periods

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least forty-five (45) minutes.

2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. Teachers may not leave the building at any other time without specific permission of the building principal or his or her designee.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings one (1) day each month. Such meetings shall begin no later than ten minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

3. Notice and Agenda

The notice of any meeting shall be given to the teachers involved at

least two (2) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Evening Meetings

Teachers may be required to attend no more than four (4) evening meetings. Three (3) evening meetings will be at the discretion of the Chief School Administrator. The other one (1) evening meeting shall be convened with the approval of the executive committee of the Association.

E. Association Right to Speak

The Association may conduct its own meetings in addition to meetings set out in D. 1. of this ARTICLE.

F. Preparation Time

1. All Levels

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties, as follows:

a. At least one (1) per day

b. Not less than forty (40) minutes each day. Each prep shall be 40 minutes exclusive of travel time.

G. Extra-curricular Activities Salary

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or release time in Schedule D.

H. Field Trips

Field trips shall be scheduled and implemented consistent with Board policy. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school-sponsored activity. The Superintendent's permission is subject to approval by the Board of Education. Field trips may be cancelled by the Superintendent, at any time, to ensure the safety and well-being of the

students. Any funds lost by a teacher due to a cancellation of a field trip shall be reimbursed by the Board of Education.

ARTICLE VIII
TEACHER EMPLOYMENT

A. Certification

1. Standard Certificates

The Board agrees to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

2. Notification

In the event the qualifications or certification of a professional person is questioned, the Superintendent shall furnish the Association pertinent documentation.

B. Non-Certificated Personnel

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certificated professional employee.

C. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each teacher shall be placed on his or her proper step of the salary Schedule. Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) year service toward the next increment step for the following year.

2. Initial Hire

Credit for experience and guide/step placement, upon initial hire, shall be within the discretion of the Superintendent, subject to Board approval. This decision and guide/step placement shall not be subject to the grievance procedure. Any pending and/or potential prior claims relative to experience credit and guide/step

placement shall be deemed moot pursuant to this agreement.

D. Returning to the District After Separation

A teacher with previous teaching experience in the Harrison School District shall, upon returning to the system after a period of separation, receive full credit on the salary schedule for all full years of teaching in the Harrison School district.

E. Tuition Reimbursement/ Graduate Level Courses

1. Effective July 2022, a tuition reimbursement plan will be funded up to the following amounts:

\$8,500.00 – Fall semester (Sept.-Dec.)

\$8,500.00 – Spring Semester (Jan.-May.)

\$8,500.00 – One Summer Session (June- Aug.)

Tuition reimbursement is to be divided equally between all members taking a graduate level course and receiving a grade of “B” or better. Courses must be approved by the Superintendent prior to enrolling and the credit amount shall not exceed that of the cost per credit at New Jersey City University. For coursework that overlaps a semester (i.e. online etc.), payment will be made in the semester that the course officially ends.

2. Acceptable Graduate Level Courses

Teachers shall be eligible for movement on the salary guide columns BA+30, MA, and MA+30 after they have attained the degree and/or additional graduate credits. Effective July 1, 2018, only approved graduate credits accrued from pre-approved colleges/universities will be considered for advancement on the guide. To procure credits and advancement, all courses must be related to a teacher’s assignment or future promotional positions in the Harrison School District. In order for a course to be eligible for guide advancement, teacher must obtain approval from the Superintendent or his or her designee prior to the courses being taken. With the request for approval, a teacher must submit a course syllabus and brief statement as to how the course(s) relate(s) to his or her position in the Harrison School District at least six weeks in advance of the application to the college’s program. With respect to the BA+30 column – any credits leading to another certification can be taken as

undergraduate credits from an approved college/university that has been preapproved by the Office of the Superintendent or his or her designee.

F. Accredited Universities

An approved list of accredited colleges/universities will be given to all staff with the work day calendar for the following school year; however, the Association can suggest amendments to this list twice a year that will be fairly judged by the rigor and relevance of the program and thus, if approved, become an amendment to the most recent list.

ARTICLE IX

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.

B. Procedure for Withholding Increments

All applicable statutes and regulations shall be followed with regard to any increment withholdings. Any disciplinary increment withholding, can be processed through the grievance procedure, commencing at Level II.

C. Salary Payments

1. Method of Payment

- a. The method of payment shall be on the 15th and last day of every month.
- b. The denominator for all per diem calculations shall be 185 days.

2. All employees covered by this Agreement shall have Direct Deposit, consistent with P.L. 2013. c. 28. The Board shall establish the procedure and timelines for compliance with its Direct Deposit program. Participation by all employees shall be mandatory.

The Board shall make available for those employees required to have their net pay direct deposited in accordance with the provisions of N.J.S.A. 52:14-15h, all information concerning net pay, any accompanying information approved for distribution with net pay, and W-2 forms in accordance with applicable Federal law, only on the Internet with restricted access and policies and procedures to protect the integrity and confidentiality of the information. The Board will continue to complete the payroll check distribution verification process as required in N.J.A.C. 6A:23A-5.7.

3. Athletic coaches, extra-curricular and class advisors shall be paid in accordance with Schedules C & D of this Agreement.

D. The longevity program shall be as follows: (completed years of service)

1. a. High School Coaches - \$ 100.00/year
- b. Elementary Coaches - \$ 50.00/year
2. A longevity program for extra-curricular advisors as

listed in Schedule D of this Agreement as follows:

- a. High School - \$50.00/year
- b. Elementary - \$ 25.00/year
3. Effective July 1, 2011, High School Facilitators'

longevity program shall be \$100.00 per year.

NOTE: For the purpose of payments under Article IX, Section(s) D 1, D 2, and D 3, above longevity shall be defined as years of service in the same sport/activity at the same level (High School/Elementary) and will not include the current school year.

E. Longevity Payments for Teachers

Beginning with 11th Year of Service	2%
Beginning with 13th Year of Service	4%
Beginning with 15th Year of Service	8%
Beginning with 21st Year of Service	10%
Beginning with the 25th Year of Service	11%
Beginning with the 31st Year of Service	13%

For all new teachers employed after July 1, 2018 the longevity schedule will

be:

Beginning with the 11th Year of Service	1%
Beginning with the 13th Year of Service	2%
Beginning with the 15th Year of Service	4%
Beginning with the 21st Year of Service	5%
Beginning with the 25th Year of Service	7%

F. Teachers who are asked to cover classes during their preparation periods will be compensated at the rate of \$37.50/class effective thirty (30) days after a settlement has been ratified by both parties. If staff coverage is required beyond one month after a teacher has notified the Board of an extended leave of absence or the Board has granted a terminal leave, the teachers will be compensated at 1/5 his or her daily salary.

G. Teachers employed in after-school or summer programs shall be paid \$37.50 per hour, effective thirty (30) days after a settlement has been ratified by both parties. Supervisors/directors of such after school or summer programs shall be paid \$40.00 per hour, effective thirty (30) days after a settlement has been ratified by both parties.

ARTICLE X
TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than August 1st. A list of said schedules and assignments shall be sent to the Association if changes are made. If changes are required to be made after August 1st, the employee and the Association shall be given notice as soon as possible and prior to the change becoming effective.

2. New Teachers

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignment to new teachers within twenty-four (24) hours from Board approval of their appointment. During the first eleven (11) consecutive months, subsequent to initial hire, new teachers shall participate, without additional compensation, in required after-school mentoring, once per month, up to 2.5 hrs. per session.

3. Revisions

In the event that changes in such schedules, classes and/or subject assignments, or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

C. Traveling Teachers

1. Schedules

Schedules of teachers who are assigned to more than one school shall not be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XI
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Vacancies that become available after May 15th shall be posted as soon as practicable after the Board officially is noticed of the pending vacancy, unless the position is not going to be filled.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and the school or schools to which he or she desires to be transferred, in order of preference. Such requests for transfer and reassignment for the following year shall be submitted not later than May 31.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously or without basis in fact.

ARTICLE XII
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than August 1st to the beginning of the school year. If circumstances arise that justify an involuntary transfer after August 1st, the Superintendent has the discretion to implement the transfer, consistent with Subsection C below. A \$300 stipend for any teacher involuntarily transferred from the last day of the present school year to the 1st day of the subsequent school year - with the exception for the moving that is required for the reconfiguration due to the opening of Kennedy Elementary School.

B. Criteria

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Harrison School District, length of service in the particular school building, and other relevant factors, laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

C. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and his or her building Principal at which time the teacher shall be notified of the reason(s) therefore. In the event that a teacher objects to transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him or her. The teacher may, at his or her option, have an Association representative present at such meeting.

ARTICLE XIII
TEACHER EVALUATION

A. General Criteria

1. All evaluations shall be conducted consistent with applicable statutes, regulations, and Board policies. All certified staff will receive and sign for the current evaluation procedures in the Back-to-School notices.

2. **Open Evaluation**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

3. **Evaluation by Certified Supervisors**

Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.

4. **Copies of Evaluation**

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. Personnel Records

1. **File**

A teacher shall have the right, upon request, to review the contents of his or her personnel file and to receive copies at Board expense of any documents contained herein. A teacher shall be entitled to have a representative of the Association accompany him or her during such review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his or her file which he or she believes to be obsolete or otherwise inappropriate to retain. Said

documents shall be reviewed by the Superintendent or his or her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his or her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent or his or her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate file which is not available for the teacher's inspection.

C. Termination of Employment

Final evaluation of a teacher upon termination of his or her employment shall be concluded prior to severance and no documents and/or material shall be placed in the personnel file of such teacher after severance or otherwise, in accordance with the procedure set forth in this ARTICLE.

ARTICLE XIV
TEACHER FACILITIES

A. Listing of Facilities

Each school shall have the following facilities:

- 1. A serviceable desk and chair for the use of the teachers**
- 2. A communication system so that teachers can communicate with the building office from their classroom**
- 3. Adequate chalkboard space in every classroom**

B. Answering Service

If a teacher is to be absent, a telephone call shall be made to the Office of the Superintendent (973-483-4627) prior to 7:30 A.M. The call must be made as early as possible during this period as it is very difficult, at times, to obtain a substitute. The person making the call should identify himself or herself and state the reason for and probable length of the absence. When the absence period is indefinite, a call should be made to the Superintendent's Office no later than 2:00 P.M. on the day preceding the teacher's expected return to school. Failure to comply with the above regulations may result in being penalized a day's salary or fraction thereof. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

The Board shall provide an answering machine in the Superintendent's Office to record teacher's absence.

ARTICLE XV

SICK LEAVE

A. Accumulative

1. As of September 1, 1978, all teachers employed, except first year teachers, shall be entitled to sixteen (16) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Up to 15 sick leave days may be accumulated from year to year with no maximum limit. Sick leave is inclusive of personal leave. The Board reserves the right to request a doctor's certification of illness after any period of four (4) days continued absence or sick leave or numerous one or two-day absences in a short period.

2. All new hires, in their initial academic year of appointment, shall receive ten (10) sick days in accordance with the law. If hired after the first month of school, sick days are prorated one (1) per month available immediately. These days may be taken as sick or personal days, subject to the standard and contractual requirements for use of these days, sick or personal. No more than four (4) of the days accrued in the initial academic year may be used as personal days.

B. Payment for Unused Sick Leave (PUSL)

Effective July 1, 2017, any faculty member who retires after thirty (30) years of service, and after age fifty-five (55) shall be granted a payment of one school day for each unused sick leave day up to a total of 120 days. Payment for the days shall be made after an employee's effective retirement and Board approval of the payment. The employee shall select, on a Board form, the payment schedule payments prorated over three (3) to five (5) years. An employee with forty (40) days or fewer of accrued and accumulated sick leave may opt for a one-time lump sum payment, to be paid in the January next following retirement. If a retiree dies before terminal leave payments have been dispersed, the balance owed shall be paid to the employee's estate or the employee's beneficiary, as designated in his/her retirement papers.

C. Notification of Accumulation

Teachers should be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

D. Extended Sick Leave beyond Accumulation

In the event a teacher exhausts his or her accumulated sick leave as a result of extended illness, the Board may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, on an individual basis. A teacher granted an extended sick leave shall receive his or her daily salary, less the pay of a substitute. The teacher shall also be responsible for paying his or her health care contributions. Any dispute regarding the Board's exercise of its discretion under N.J.S.A 180A:30-6 shall not be subject to the grievance procedure or litigation in any forum.

E. Coverage

The Board shall provide substitutes for all personnel in all departments, including special teachers and nurses, except in cases where the list of available substitutes has been exhausted.

ARTICLE XVI
TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

Teachers shall be entitled to the following temporary, non-accumulative, leaves of absence with full pay each school year:

1. Personal

Six (6) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Sick leave is inclusive of personal leave. Personal leave for new hires shall be provided in Article XVII Sec. A.2. One of the six personal business days may be taken as one Emergency Personal Business Day with the remaining five days to require 5 days' prior notice. Application to the teacher's Principal or other immediate superior for personal leave shall be made 5 days before taking such leave. A teacher shall not be required to state the reason for taking such leave other than that he or she is taking it under this section.

2. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the Superintendent.

3. Community Service Leave

Any teacher who is a member of a Community Service organization in the Town of Harrison, or who is requested by any such organization to attend or participate in meetings or programs of the organization conducted during school hours, shall be granted time off with pay for such purposes upon request, upon approval of the Chief School Administrator. Jury duty at any level, regardless of location, shall be recorded as Community Service Leave under this section.

4. Conferences and Affiliates

A total of three (3) days each academic year for representatives of the Association to attend conferences and conventions of the State and National affiliated organizations upon approval of the Board of Education through the

Superintendent's Office.

5. Legal Business

Teachers shall be permitted paid time, as necessary, to participate in legal proceedings as a witness for the Board, or as a defendant/respondent in an action filed by a Board employee, or, if requested, to be at a hearing on behalf of the Board of Education. Teachers involved in litigation against the Board and/or its agents, either as a Plaintiff or Petitioner, or witness against the Board shall be required to use personal time or time without pay for these legal matters.

6. Death

(a) Up to five (5) consecutive work days (including the day of the funeral with the exception of a memorial service with notification) at any one time in the event of a death of a teacher's spouse, domestic partner, child (including step-children or foster children), parents (including step-parents, in-laws, or domestic partner's parents), and any other member of the teacher's immediate family who permanently resides with the teacher.

(b) Up to three (3) days, which shall include the day of the funeral, and the two (2) immediate preceding calendar days, in the event of a death of a teacher's brother, sister, brother-in-law, sister-in-law, grandparent, or in-laws.

(c) Up to one (1) day, but only the day of the funeral, for a relative outside the teacher's immediate family, as defined in (a) and (b) above.

(d) In the event of the death of a teacher or student in the Harrison School District, the Principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teacher's sufficient time off to attend the funeral.

7. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid the difference between his regular pay and any pay received from the State or Federal government.

8. Good Cause

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

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave except in the case of the six (6) personal days which will be charged to sick leave.

ARTICLE XVII
EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to two (2) teachers designated by the Association shall, 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 one (1) year shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Outside Teaching

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

D. Military

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

E. Maternity/Pregnancy/Disability/New Jersey Family Leave /Federal Medical Leave

1. All applicable statutes, regulations, and Board policies shall be followed with respect to all extended leaves, including: a) maternity/pregnancy; b) disability; c) NJ Family Leave; and d) Federal Medical Leave. Additionally, all applicable statutes, regulations, and Board policies shall be followed relative to implementing any federal and state benefit plans, such as the NJ Family Leave Insurance.

2. New Jersey Family Leave Insurance (FLI), if provided by the State, may provide partial salary assistance to a teacher on family leave, but this program shall not provide any leave time in addition to the leaves provided in Sections E. 1.

3. Any teacher granted leave shall at his or her request be restored to the exact teaching position, subject area, if available, or, if not, to a substantially equivalent position and grade level vacated at the commencement of said leave as far as possible, if it is in the best interest of students involved.

4. No teacher shall be requested to leave work unless the Board physician directs that he or she does so.

5. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

6. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1, et seq., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

F. Illness in Family

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

G. Political

The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself or herself, for a period not to exceed two (2) months.

H. Good Cause

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

I. Return from Leave

1. Benefits

All benefits to which a teacher was entitled at the time of his or her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him or her upon his or her return and he or she shall be assigned to the same position which he or she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. If a teacher has been absent 93 or more unpaid school days on an approved leave, he or she shall not be eligible for credit for the leave year for purposes of salary guide advancement. Unpaid school days shall mean not using district paid sick days.

J. Extensions and Renewals

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

ARTICLE XVIII

SABBATICAL LEAVES

A. Purpose

A sabbatical leave may be granted to a teacher by the Board, in its discretion, for study, including study in other areas of specialization, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. Number of Teachers

No more than one (1) teacher per building shall be granted sabbatical leave in any school year.

2. Request

Requests for sabbatical leave must be reviewed by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum Time to Qualify

The teacher has completed at least fifteen (15) full school years of service in the Harrison School District. (Seven (7) years if the person goes back to school and takes courses that will be beneficial to the school system, in the opinion of the Superintendent).

4. Pay

A teacher on a sabbatical leave (either for one-half (1/2) of a school year, or for a full school year) shall be paid by the Board at one-half (50%) of the salary rate which he would have received if he or she had remained on active duty if said leave is for study, and at forty percent (40%) if for travel or other reason.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence and he or she shall be credited with all other benefits for which he or she would have been entitled during the period of his or her leave and continuing thereafter upon his or her return, except for sick and personal leave days, which shall not be credited for the sabbatical leave. A teacher who has been granted a sabbatical leave shall provide a minimum of three (3) years services with the Board upon return from sabbatical leave.

ARTICLE XIX
SUPERVISION OF STUDENT TEACHERS

A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively. Through the cooperation of the Harrison School District and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experience. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Harrison School District that are relevant to the teaching art.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Teaching Experience

No teacher shall have a student teacher under his supervision unless said teacher has had at least five (5) years of teaching experience, with the most recent year in his present position.

2. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Consent

Each prospective cooperating teacher may accept or reject any

student teacher. The teacher shall receive the request to take a student teacher at least twelve (12) weeks prior to the student's introduction to the classroom.

4. Release Time

Each cooperating teacher shall be provided with released time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

5. Assignment

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he or she is supervising a student teacher.

6. Assuming Responsibilities

The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining in what degrees those responsibilities be assumed.

7. Explanation of School Personnel Responsibilities

The Superintendent, or his or her designee, shall arrange for other school personnel, including teachers, Principal, remedial instructors, guidance counselors, curriculum coordinators, school psychologist, school nurse, and school social worker to assist the cooperating teacher in providing an understanding of their roles for the student teacher.

8. Materials and Supplies

(a) Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

(b) Upon request, a cooperating teacher shall be provided with those school records which he or she feels necessary for an understanding of the field experience by the student teacher. Upon completion of the field experience, the cooperating teacher shall arrange with the student teacher for the return of all such

copies of student records.

9. Eligibility to Teach

A student teacher shall be permitted to teach unsupervised only in areas for which he or she will be eligible for certification and only after the approval of the cooperating teacher.

10. Substitution

In accordance with State regulations, a student teacher cannot be used as a substitute teacher.

11. Information for Cooperating Teachers

The Superintendent, or his or her designee, shall arrange for each cooperating teacher to be provided in writing with the following in accordance with college procedures:

(a) Information about the student teacher, such as his or her background, college record, interests, talents, and special problems of which the cooperating teacher and school administration should be aware.

(b) Information about the college program and the college's expectations and requirements for student teachers.

(c) Specific information about the student teacher to be assigned, and holidays or special events which affect the student teacher's attendance.

12. Orientation

Prior to the commencement of the student teaching experience, the Superintendent shall request the prospective student teacher to visit the Harrison School District for appropriate orientation by the Superintendent or his or her designee and the cooperating teacher.

ARTICLE XX
INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family-plan insurance coverage. Effective July 1, 2015, and as soon thereafter as feasible, the Board shall participate in the New Jersey School Employees Health Benefits Plan for all health and optical insurance coverage. The plans in effect as of June 30, 2014 for prescription and dental insurance shall continue, unless, during the term of this Agreement, the costs for these insurances warrant inclusion in the NJSEHBP.

1. Provisions of Coverage

(a) Health and optical - Effective July 1, 2015 or as soon thereafter as feasible, the provisions of the health, and optical coverages shall be as set forth in the plan booklet from the New Jersey School Employees Health Benefits Plan.

(b) Prescription - The Board shall provide prescription coverage for teachers and their families. Co-pay shall be \$10.00 with zero copay for generic drugs.

(c) Dental – The Board shall provide a dental coverage plan for teachers and their families, which includes 70% coverage for basic procedures.

2. Carrier

The choice of health, prescription, dental insurance, and optical carrier(s) shall be at the discretion of the Board of Education. Consistent with applicable law, any change(s) of carrier(s) shall only be made if the benefits are equal to or better than the current benefits. The Board will provide this information to the association prior to any change in carriers.

3. Complete Annual Coverage

For each teacher who remains in the employ 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 September 1st and ending August 31st. When necessary, payment of premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Opt – Out Provision

Teachers who agree to “opt out” of the health insurances (health, prescription, dental and optical) provided by the Board will have to provide proof of other insurance coverage that is not another coverage provided by the Board or Town of Harrison. A change in life circumstances will warrant an employee to opt back in after approval by the Superintendent and Board of Education. If an employee opts out of the District’s insurances (health, prescription, dental and optical) by October 1st, he or she shall receive a stipend of \$2,500 payable by voucher on the following 15th of July, after the end of the academic year. This payment and opt out provision shall be an annual option.

C. Retirement Coverage

The Board shall provide for continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Any member who retires after 25 years of service with the Harrison Board of Education will remain on Harrison’s health care benefits.

D. Description to Teachers

The Board shall provide to each teacher a description of the health care insurance coverage provided under this ARTICLE, which description shall clearly show conditions and limits of coverage as listed above.

E. Disability

The Superintendent shall permit representatives of the NJEA endorsed disability plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meetings on a district or building level at the request of the Association. Requests for such meetings shall be

made no more than once a year. It is agreed that the representatives of the NJEA endorsed disability plan shall be permitted a minimum of twenty (20) minutes for the meeting.

F. Unit members will make contributions toward the cost of health coverage required by Chapter 78 through full implementation of the phase in of the contributions and shall contribute at tier four contribution levels once full phase in has been reached. The parties agree that this obligation shall remain in full force and effect unless subsequent negotiations alter same. Unit members shall continue to make contributions toward the cost of health insurance coverage at the Chapter 78, tier four contribution level, for each year of this Agreement. This employee contribution shall continue unless and until modified by subsequent negotiations.

G. Effective July 1, 2015, all employees who leave the District for any reason shall be removed from all health benefits, the 1st of the month following, thirty (30) days off the payroll.

H. Any teacher on a leave, paid or unpaid, shall be responsible for paying his or her full monthly health insurance premiums, until such time as the teacher returns to full duty.

ARTICLE XXI

PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his or her assigned functions during the work day.

B. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, State or Federal law.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Harrison School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Controversial Material

Teachers shall be guaranteed full freedom to discuss controversial material relevant to course content.

2. Personal Opinion

Teachers may express personal opinions on controversial subjects so long as they indicate it is a personal opinion and falls within the area of the teacher's expertise with no censorship implied. It is agreed that parents have a right to expect that the schools will support the values and standards taught at home; these values must not be deliberately destroyed.

3. Censorship

Teachers shall not be censored or restrained in the performance of their teaching functions on the ground that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system or detrimental to school or school system public relations, provided the materials discussed and/or opinions expressed are relevant to the course that is being taught.

ARTICLE XXII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teacher's dues for the Harrison Education Association, the Hudson County Education Association, the New Jersey Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice reasonably prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. Life Insurance

The Board shall permit the Association to select a life insurance carrier and to allow for a salary deduction payment.

D. Note

It is understood that salary paid between September 1st and August 31st, of the contract year, to any employee covered by this agreement, is payment for services rendered during that "school year" as defined by the Board approved School Calendar for that year.

It is expected that any employee who leaves the employ of the Harrison Board of Education, permanently or temporarily, during any school year may have to refund all or part of this payment or be reimbursed in a lump sum.

Repayment/reimbursement shall be calculated as follows:

Gross Wages Paid ** \$ XXXXX.00

Less Wages Earned *** (\$ XXXXXX.00)

Amount to be refunded \$ XXXXX.00

or reimbursed

**** Gross wages paid = Annual salary divided by 24 times the number of pay periods from September 1st to date of severance**

***** Wages earned = Annual salary divided by 185 times the number of scheduled school days between September 1st and date of severance.**

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

A. Non-Discrimination

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 teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Severability

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

C. Distribution of Agreement

Copies of this agreement shall be available electronically/digitally via the school's secure network for the Association within forty-five (45) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, or hereafter employed.

D. Notice

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 by certified letter at the following addresses:

1. If by Association, to the:

**Harrison Board of Education
517 Hamilton Street
Harrison, New Jersey 07029**

2. If by Board, to the:

Harrison Education Association

223 Hamilton Street

Harrison, New Jersey 07029

harrisoneducationassociation@gmail.com

E. This Agreement shall be subject to the provisions of Title 18A in the event of any conflict between Title 18A and this Agreement, Title 18A shall control.

ARTICLE XXIV

DURATION OF AGREEMENT

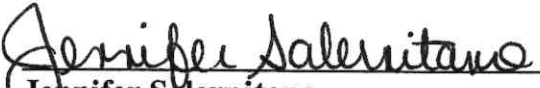
A. Duration Period

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II hereof.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed hereon, all on the date and year first above written.

ATTEST: HARRISON EDUCATION ASSOCIATION

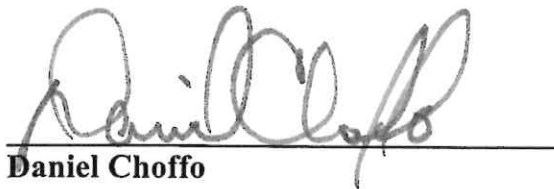


Jennifer Salernitano
Secretary

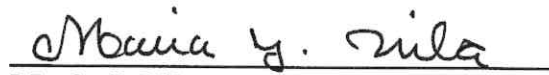


Karen Greene Pace
President

ATTEST: HARRISON BOARD OF EDUCATION



Daniel Choffo
School Business Administrator/
Board Secretary



Maria J. Vila
President

SIDE-BAR AGREEMENT (1)

A. Effective July 1, 1991, the Association agrees to be neither unreasonable or capricious in denying approval for evening meetings (ARTICLE VII, Section D, Subsection 4.

B. Effective July 1, 1995, the Board of Education shall maintain a parking lot at the corner of Harrison Avenue and Patterson Street and one at Harrison High School. This facility will be available to any teacher in the Harrison School District, if they have a resident sticker or non-resident sticker, up to the established capacity of the lot. The Board of Education retains the right to establish rules and regulations as to the use of this lot and/or to terminate the availability at its discretion.

C. 1. “Establish a committee three (3) appointed by the Superintendent and four (4) appointed by the union president to adopt standards to elect a Governor’s Educator of the Year (GEOY) in addition to the Association Honoree of the Year.”

D. A substitute or para-professional can be used to cover classes to enable teachers to attend parent conferences.

E. Establish a district wide climate committee of one (1) HEA member per school appointed by the HEA Executive Committee and five (5) members appointed by the Business Administrator. Meetings will be voluntary, no less than three (3) times and outside of the school day. Committee will make climate recommendations to the Superintendent by January 15, 2023.

SIDE- BAR AGREEMENT (2)

PREP – TIME

The parties have agreed to the following terms in resolution of the grievance, with prejudice. Effective September 1, 2015, the following will be procedures utilized by the Board and the HEA for a more efficient use of prep time.

1. In all schools, appointments for teachers may be scheduled by the Principal for a teacher during the breakfast period. Breakfast periods can be covered temporarily by teachers from another assignment, wherever possible.
2. Hamilton School – Classroom teachers, during the time that their students are in a Health period, may have appointments scheduled.
3. Lincoln School – Appointments may be made during the weekly time periods when a teacher's students are participants in World Language/Culture and/or Health periods.
4. In all schools, teachers may also provide a form to the Principal, at the beginning of each semester, designating periods when the teacher will be available to schedule appointments. These time slots could include pre-student school day; after school; and/or prep periods. These semester availability forms shall be subject to the approval of the Principal. These semester forms shall be available to the Administration, the Director of Curriculum and Instruction, Child Study Team members and Guidance Department.
5. All scheduling of appointments, in all schools, shall involve the teacher's input, and shall have reasonable advance notice, depending on the circumstances.
6. The HEA shall withdraw, with prejudice, its grievance filed on or about November 3, 2014.
7. The parties agree that violation of these procedures is subject to the grievance procedure.

SCHEDULE A

YEAR 1 (3.0% inclusive of increment)

2021-2022

STEP	BA	BA +30	MA	MA + 30
1	56,049	58,774	61,674	67,424
2	56,549	59,274	62,174	67,924
3	57,049	59,774	62,674	68,424
4	57,549	60,274	63,174	68,924
5	58,284	61,009	63,909	69,659
6	59,284	62,009	64,909	70,659
7	61,284	64,009	66,909	72,659
8	64,034	66,759	69,659	75,409
9	66,934	69,659	72,559	78,309
10	69,859	72,584	75,484	81,234
11	73,309	76,034	78,934	84,684
12	76,759	79,484	82,384	88,134
13	80,259	82,984	85,884	91,634
14	83,759	86,484	89,384	95,134
15	87,259	89,984	92,884	98,634
16	90,759	93,484	96,384	102,134
MAX	94,259	96,984	99,884	105,634

YEAR 2**2022-2023 (3.25% inclusive of increment)**

STEP	BA	BA +30	MA	MA + 30
1	56,959	59,684	62,584	68,334
2	57,459	60,184	63,084	68,834
3	57,959	60,684	63,584	69,334
4	58,459	61,184	64,084	69,834
5	59,259	61,984	64,884	70,634
6	60,259	62,984	65,884	71,634
7	62,259	64,984	67,884	73,634
8	65,009	67,734	70,634	76,384
9	67,909	70,634	73,534	79,284
10	70,859	73,584	76,484	82,234
11	74,309	77,034	79,934	85,684
12	77,759	80,484	83,384	89,134
13	81,259	83,984	86,884	92,634
14	84,759	87,484	90,384	96,134
15	88,259	90,984	93,884	99,634
16	91,759	94,484	97,384	103,134
MAX	95,259	97,984	100,884	106,634

YEAR 3**2023-2024 (3.25% inclusive of increment)**

STEP	BA	BA +30	MA	MA + 30
1	59,078	61,803	64,703	70,453
2	59,578	62,303	65,203	70,953
3	60,078	62,803	65,703	71,453
4	60,578	63,303	66,203	71,953
5	61,378	64,103	67,003	72,753
6	62,378	65,103	68,003	73,753
7	64,378	67,103	70,003	75,753
8	66,878	69,603	72,503	78,253
9	69,378	72,103	75,003	80,753
10	71,878	74,603	77,503	83,253
11	75,309	78,034	80,934	86,684
12	78,759	81,484	84,384	90,134
13	82,259	84,984	87,884	93,634
14	85,759	88,484	91,384	97,134
15	89,259	91,984	94,884	100,634
16	92,759	95,484	98,384	104,134
MAX	96,259	98,984	101,884	107,634

YEAR 4**2024-2025 (3.3% inclusive of increment)**

STEP	BA	BA +30	MA	MA + 30
1	60,859	63,584	66,484	72,234
2	61,359	64,084	66,984	72,734
3	61,859	64,584	67,484	73,234
4	62,359	65,084	67,984	73,734
5	63,159	65,884	68,784	74,534
6	64,159	66,884	69,784	75,534
7	66,099	68,824	71,724	77,474
8	68,559	71,284	74,184	79,934
9	71,059	73,784	76,684	82,434
10	73,559	76,284	79,184	84,934
11	76,909	79,634	82,534	88,284
12	80,259	82,984	85,884	91,634
13	83,659	86,384	89,284	95,034
14	87,059	89,784	92,684	98,434
15	90,459	93,184	96,084	101,834
16	93,909	96,634	99,534	105,284
MAX	97,359	100,084	102,984	108,734

SCHEDULE B

All Board approved school calendars shall be made a part of the Agreement and incorporated herein.

The first week of school shall be half session days for students.

		<u>Schedule C ***</u>			
<u>ATHLETIC POSITIONS</u>		<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
<u>Harrison High School</u>	No.				
<u>Football</u>					
Head Coach	1	5,740.15	5,926.70	6,119.32	6,321.26
Asst. Coach	3	3,365.85	3,475.24	3,588.19	3,706.60
Freshman Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
<u>Basketball (Boys/Girls)</u>					
Varsity Coach	1	5,740.15	5,926.70	6,119.32	6,321.26
Asst. /JV Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
Freshman Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
<u>Soccer (Boys/Girls)</u>					
Varsity Coach	1	5,740.15	5,926.70	6,119.32	6,321.26
JV Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
<u>Baseball/Softball (Boys/Girls)</u>					
Varsity Coach	1	5,740.15	5,926.70	6,119.32	6,321.26
Asst. Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
Freshman Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
<u>Swimming</u>					
Varsity Coach	1	5,740.15	5,926.70	6,119.32	6,321.26
Asst. Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
<u>Volleyball (Boys/Girls)</u>					
Varsity Coach	1	5,740.15	5,926.70	6,119.32	6,321.26
Asst. Coach	1	3,365.85	3,475.24	3,588.19	3,706.60
<u>Bowling</u>	1	5,008.70	5,171.48	5,339.55	5,515.76
<u>Cross Country</u>					
Varsity Coach	1	5,008.70	5,171.48	5,339.55	5,515.76
Asst. Coach	1	2,989.90	3,087.07	3,187.40	3,292.58
<u>Tennis</u>	1	5,008.70	5,171.48	5,339.55	5,515.76
<u>Cheerleaders</u>	(2 seasons – stipend per season)				
Varsity Coach	1	5,008.70	5,171.48	5,339.55	5,515.76
Asst. Coach	1	2,989.90	3,087.07	3,187.40	3,292.58

<u>ATHLETIC POSITIONS</u>		<u>2021-22</u>	2022-23	2023-24	2024-25
<u>Washington</u>					
<u>Middle School</u>	<u>No.</u>				
<u>Baseball (Boys)</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52
<u>Basketball (Boys/Girls)</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52
<u>Cheerleader</u>					
Advisor	1	866.45	894.61	923.68	954.16
<u>Soccer (Boys)</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52
<u>Soccer (Girls)</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52
<u>Swimming</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52
<u>Tennis</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52
<u>Volleyball (Girls/Boys)</u>					
Coach	1	1,094.70	1,130.28	1,167.01	1,205.52

*** All coaching stipends are subject to the designated sport's season being held in its entirety, on schedule and in person, in accordance with NJSIAA rules and regulations and/or as may be modified by the Chief School Administrator, Board of Education, Executive Order and/or any other government action/intervention. In the event any specific sport's season is held in person for only some or part of the season, stipends shall be prorated for the number of days actually held in person, regardless of whether school is in person or remote.

Schedule D ***

<u>EXTRA-CURRICULAR POSITIONS</u>		<u>Stipends</u>			
<u>Harrison High School</u>	<u>No.</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
<u>Activities Coordinator</u>	1	1,547.90	1,598.21	1,650.15	1,704.60
<u>Band Director*</u> (2 seasons)	2	3,025.95	3,124.29	3,225.83	3,332.28
<u>Class Advisor(s)</u>					
Junior	as needed	2,691.20	2,778.66	2,868.97	2,963.65
Senior	as needed	2,691.20	2,778.66	2,868.97	2,963.65
<u>Drama Club</u> (all positions 5 hrs/week)					
Director	1	2,572.75	2,656.36	2,742.69	2,833.20
Producer	1	2,572.75	2,656.36	2,742.69	2,833.20
Musical Producer	1	2,572.75	2,656.36	2,742.69	2,833.20
<u>Facilitator**</u>	1	5,000.00	5,162.50	5,330.28	5,506.18
<u>Publications Coordinator</u>	1	1,547.90	1,598.21	1,650.15	1,704.60
<u>School Publicist</u>	1	1,547.90	1,598.21	1,650.15	1,704.60
<u>Student Council Advisor</u>	1	981.40	1,013.30	1,046.23	1,080.76
<u>Video Production Coordinator</u>	1	1,547.90	1,598.21	1,650.15	1,704.60
<u>Video Coordinator</u>	1	641.50	662.35	683.88	706.45
<u>Weight Room Coordinator</u> (Total – 2 seasons)	1	4,776.95	4,932.20	5,092.50	5,260.55
<u>Yearbook</u>					
Advisor	1	3,025.95	3,124.29	3,225.83	3,332.28
Treasurer	1	3,252.55	3,358.26	3,467.40	3,581.82

*Stipend per season

**** High School Facilitators: Effective July 1, 2015. Facilitators shall assist with observations.**

<u>CLUBS</u>	<u>Stipends</u>			
<u>Harrison High School</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
<u>Chess</u>	641.50	662.35	683.88	706.45
<u>Computer</u>	641.50	662.35	683.88	706.45
<u>Cuisine</u>	641.50	662.35	683.88	706.45
<u>Dance</u>				
Chaperones (3 per dance)	\$30/dance	30.98	31.99	33.05
<u>Debate Team</u>	641.50	662.35	683.88	706.45
<u>Environmental</u>	641.50	662.35	683.88	706.45
<u>History</u>	641.50	662.35	683.88	706.45
<u>LGBTQ+</u>	641.50	662.35	683.88	706.45
<u>National Honor Society</u>	641.50	662.35	683.88	706.45
<u>Poetry</u>	641.50	662.35	683.88	706.45
<u>Science</u>	641.50	662.35	683.88	706.45
<u>Technology</u>	641.50	662.35	683.88	706.45

EXTRA-CURRICULAR POSITIONS**Stipends**

<u>Washington Middle School</u>	No.	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
<u>Art</u>	1	754.80	779.33	804.66	831.21
<u>Band Director</u>	1	1,208.00	1,247.26	1,287.80	1,330.30
<u>Dance</u>					
Chaperones (3 per dance)	3	\$30/dance	30.98	31.99	33.05
<u>Drama Club</u> (all positions 5hrs/week)					
Director	1	981.40	1,013.30	1,046.23	1,080.76
Producer	1	981.40	1,013.30	1,046.23	1,080.76
<u>Newspaper Advisor</u>	1	868.10	896.31	925.44	955.98
<u>Student Government Advisor</u>	1	868.10	896.31	925.44	955.98
<u>Yearbook Advisor</u>	1	868.10	896.31	925.44	955.98

Hamilton Intermediate School

	No.				
<u>Art</u>	1	754.80	779.33	804.66	831.21
<u>Book Club (4th and 5th)</u>	1	754.80	779.33	804.66	831.21
<u>Newspaper Advisor</u>	1	868.10	896.31	925.44	955.98
<u>Student Council</u>	1	868.10	896.31	925.44	955.98
<u>Dance</u>					
Chaperones (3 per dance)		\$30/dance	30.98	31.99	33.05

Lincoln Elementary School
Maximum of 6 clubs

\$37.50/hour

Maximum \$375.00 per semester

***** All coaching stipends are subject to the designated sport's season being held in its entirety, on schedule and in person, in accordance with NJSIAA rules and regulations and/or as may be modified by the Chief School Administrator, Board of Education, Executive Order and/or any other government action/intervention. In the event any specific sport's season is held in person for only some or part of the season, stipends shall be prorated for the number of days actually held in person, regardless of whether school is in person or remote.**

Schedule E

The jointly agreed upon arbitrators shall be:

Tom Hartigan

James Mastriani

Martin Scheinman

BOARD OF EDUCATION
517 HAMILTON STREET
HARRISON, NEW JERSEY 07029

Telephone: (973) 483-2055
Telecopier: (973) 497-1725

MEMBERS

Maria J. Vila, PRESIDENT
Arthur Pettigrew, VICE-PRESIDENT
Frederick G. Confessore
Vincent L. Franco
Danielle Sarro
Brian Toal
Lily Wang
Kimberly Woods

CW28
DANIEL J. CHOFFO
BOARD SECRETARY
SCHOOL BUSINESS ADMINISTRATOR

MICHAEL R. PICHOWICZ
COUNSEL

RESOLVED: By the Board of Education of the Town of Harrison, County of Hudson
and concurring with the recommendation of the Superintendent of School,

That: Recommendation to approve the Memorandum of Agreement and contract
between the Harrison Board of Education (HBOE) and the Harrison Education
Association (HEA) for the period of July 1, 2021 through June 30, 2025, ratified
by the HEA on May 9, 2022.

Dated: May 18, 2022

Introduced by Commissioner Vincent L. Franco

Vincent L. Franco
