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CW 21

MAUREEN KROOG, Ed.D.
Acting Superintendent of Schools
Director of Curriculum and Instruction

JAMES P. DORAN, Ed.D.
Director of Personnel/Human Resources
Compliance and Crisis Management

April 19, 2023

The Honorable
Board of Education
517 Hamilton Street
Harrison, NJ 07029

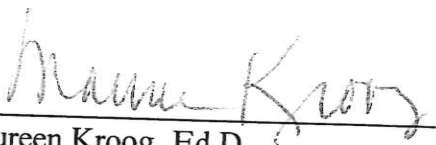
Dear Commissioners,

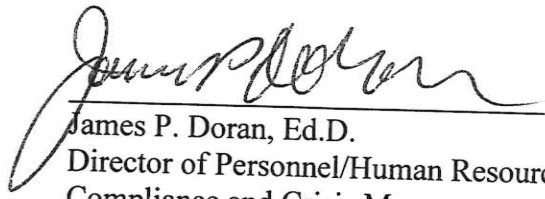
We are requesting approval, as per the attached -

Addendum to the July 1, 2022 – June 30, 2026 Agreement between the Harrison Board of Education and the Harrison Administrators Association:

1. Article VI – Sick Leave
Section 1
2. Article VI – Sick Leave
Section 2.b.
3. Article VII – Temporary Leaves of Absence
Section 1

Sincerely,


Maureen Kroog, Ed.D.
Acting Superintendent of School/
Director of Curriculum & Instruction


James P. Doran, Ed.D.
Director of Personnel/Human Resources/
Compliance and Crisis Management

MK/JPD:cm
Attachment

Addendum to July 1, 2022 – June 30, 2026 Agreement between the
Harrison Board of Education and the Harrison Administrators Association

1. Article VI – Sick Leave

Section 1: Add to the provision:

The sixteen (16) sick leave days provided herein shall be inclusive of the five (5) personal leave days provided in Article VII, Section 1.

2. Article VI – Sick Leave

Section 2.b.: This provision shall be modified as follows:

Any current Administrator hired prior to August 1, 2000, shall be eligible to receive the paid terminal leave set forth in paragraph 2.a. above after attaining the age of fifty-five (55) or thirty (30) years of service during the term of this Agreement. This grandfather provision shall automatically expire on June 30, 2024 with the proviso that a retirement effective with the State of New Jersey on or before midnight of July 1, 2024 shall qualify for the paid terminal leave payment.

3. Article VII – Temporary Leaves of Absence

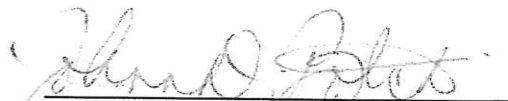
Section 1: Insert the following after the first sentence:

These five (5) days personal leave of absence shall be deemed included in the sixteen (16) sick leave days provided in Article VI – Section 1 and shall not be in addition to the annual sick leave allotment. This inclusiveness of personal leave in the annual sick leave allotment has been the parties' long-standing, accepted practice.

For the HARRISON BOARD OF EDUCATION

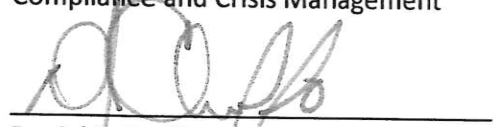
For the HARRISON ADMINISTRATORS ASSOCIATION


Maureen Kroog, Ed.D.
Acting Superintendent of Schools


JoAnn Dignazio-Botch
President


James P. Doran, Ed.D.
Director of Personnel/Human Resources/
Compliance and Crisis Management


Peter P. Santana
Vice-President


Daniel J. Choffo
School Business Administrator/Board Secretary


Maria J. Vila, President, Board of Education

Date: 4/20/2023

BOARD OF EDUCATION
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Lily Wang
Kimberly Woods

CW21

DANIEL J. CHOFFO
BOARD SECRETARY
SCHOOL BUSINESS ADMINISTRATOR

MICHAEL R. PICHOWICZ
COUNSEL

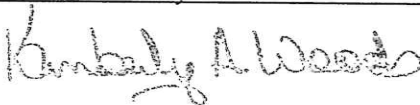
RESOLVED: By the Board of Education of the Town of Harrison, County of Hudson
and concurring with the recommendation of the Superintendent of School,

That: Recommendation to approve/ratify Addendum to the July 1, 2022-June 30, 2026
Agreement between the Harrison Board of Education and the Harrison Administrators
Association:

1. Article VI - Sick Leave - Section 1
2. Article VI - Sick Leave - Section 2.b.
3. Article VII - Temporary Leaves of Absence - Section 1

Dated: April 20, 2023

Introduced by Commissioner _____ Kimberly Woods



AGREEMENT
between the
HARRISON BOARD OF EDUCATION
and the
HARRISON ADMINISTRATORS ASSOCIATION

July 1, 2022 - June 30, 2026

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ARTICLE II – Negotiation of Successor Agreement

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrator's employment. Negotiations shall begin no later than November 1 of the calendar year preceding the calendar year in which this Agreement expires.
2. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, and make counter proposals in the course of negotiations.
3. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
4. 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.
5. With respect to matters not covered by this Agreement between the Board and the Harrison Administrators Association which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consulting with the Harrison Administrators Association.
6. The Board or its designee shall consult with an Association representative designated by the Association, regarding the negotiations of contracts with units representing other employees, to consider the impact of such contracts upon members of the Association.
7. The parties agree that there shall be no movement on the salary guides and/or no increment or salary adjustments upon the expiration of this Agreement until such time as a successor agreement has been fully executed and salary guides finalized.

ARTICLE III – Grievance Procedure

1. The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this Agreement affecting any Administrator or group of Administrators.
2. A grievance may be filed by an individual, a group of individuals, or by the Association, (either in its own name or as the representative of a group or class whose individual signature shall not be necessary). Any grievance must be lodged at the proper initiating level within thirty (30) work days of the happening of the event.
3. Failure at any step to communicate the decision within the specified time limitation shall mean the grievance advances to the next level.
4. An individual Administrator who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter formally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Article shall become applicable.
5. Level One – Immediate Superior: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth his/her grievance in writing to the immediate superior specifying:
 - a. The nature of the grievance
 - b. The nature and extent of the injury, loss or inconvenience
 - c. The result of the previous discussion
 - d. His/her dissatisfaction with decisions previously rendered. The immediate superior shall communicate his/her decision to the grievant in writing within five (5) work days of receipt of the written grievance.
6. Level Two – Superintendent of Schools: The grievant, no later than five (5) work days after receipt of the immediate Superior’s decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent shall communicate his/her decision in writing to the grievant and the immediate superior.

7. Level Three – Arbitration: If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, the Association and/or the grievant may decide to proceed to arbitration by filing written notice of intention to proceed to arbitration within ten (10) work days after receipt of the Superintendent's decision. The written notice of intent to proceed to arbitration shall be given to the Board Secretary for transmission to the Harrison Board of Education's President. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall be borne or shared by the Association.
8. The grievance not solved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the American Arbitration Association. The arbitrator shall be limited to the issues submitted and shall consider nothing else. Nothing can be added to or subtracted from the Agreement between the parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved and the appropriate officials of the Association shall be given copies of the Arbitrator's opinion and award.
9. Rights of Administrators to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by his/her attorney. If the grievance is with the support of the Association, the Association has the right to approve and/or select an attorney at the arbitrator level.
10. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent of Schools or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
11. All documents, communications and records dealing with the processing of grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
12. No meeting or hearing conducted under this procedure shall be public. The only Parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in the article.
13. Costs: Each party will bear the total cost incurred by them. Fees and expenses of the arbitrator are the only costs that will be shared and such costs will be shared equally.

Time lost by the grievant and/or his/her representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV – Administrator Rights

1. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not, directly or indirectly, discourage or deprive or coerce any Administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States, and that it shall not discriminate against any Administrator with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any term or condition of employment.
2. Nothing contained herein shall be construed to deny or restrict to any Administrators such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Administrator hereunder shall be deemed to be in addition to those provided elsewhere.
3. No administrator shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and limitations as set forth in Article 3.
4. Whenever an Administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could adversely affect the continued employment of the Administrator, the Administrator shall have full protection as provided in Title 18A. Any suspension shall be in accordance with Title 18A.
5. Whenever any Administrator is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that Administrator in his/her office, position or employment – or the salary or any increments pertaining thereto – then he/she shall be given prior written notice of the reasons for such meeting. He/she shall be entitled to be represented by the Association or have a person of his/her own choosing present to advise and represent him during such meeting or interview.

6. Any question or criticism by a superior or Board member of an Administrator's administrative methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE V – Association Rights and Privileges

1. Whenever any member of the Association is scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and/or benefits.
2. Use of School Buildings: The Association is granted the use of school buildings without cost at reasonable times to conduct meetings or hold conferences. Requests for such use must be made in advance to the Superintendent of Schools and shall be subject to the Superintendent's approval.
3. The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators, as defined in the unit, and to no other organization.
4. Only the HAA Officers may use the District e-mail system for dissemination of official Association business, subject to prior approval of the Superintendent. This privilege is subject to suspension and/or termination if the Superintendent determines that the use and/or context of any usage is not consistent with official Association business.

ARTICLE VI – Sick Leave

1. Accumulative: Effective July 1, 2005 an Administrator covered by this Agreement shall be credited with sixteen (16) sick days as of July 1st of each year, whether he/she reports for duty on that day. These days shall be deemed to accrue during the year so that if an Administrator resigns, retires or is terminated or leaves the District for any reason prior to June 30th, an accounting of days accrued and used shall be made and any overuse shall be deducted from the Administrator's last paycheck. Unused sick leave days shall be accumulated from year to year with no maximum limit. The Board reserves the right to request a doctor's certification of illness after any period of five (5) days continued absence or sick leave or numerous one (1) or two (2) day absences in a short period. One (1) of the sick days may be used as an emergency sick day annually.
2. Terminal Leave:
 - a. As of June 30, 2018, and thereafter, any administrator who retires after thirty (30) years of service with the Harrison Public School District and after attaining the age of fifty-five (55) shall be granted a paid terminal leave of one (1) school day for each unused sick day up to a total of one hundred twenty (120) days upon retirement. In no case shall the terminal leave extend beyond the end of the school year in which the Administrator retires. Terminal leave shall be calculated at a per diem rate of 1/260 of the Administrator's then current salary.
 - b. Any current Administrator hired prior to August 1, 2000, shall be eligible to receive the paid terminal leave set forth in paragraph 2.A above after attaining the age of fifty-five (55) or thirty (30) years of service during the term of this Agreement. This grandfather provision shall automatically expire on June 30, 2023 with the proviso that a retirement effective with the State of New Jersey on or before midnight of July 1, 2023 shall qualify for the paid terminal leave payment.
 - c. Bargaining unit members, who retire no later than June 30, with requests submitted by the June Board of Education meeting, may take payments for up to 120 days of their unused, accrued sick days and up to 27 days of unused, accrued vacation days, at their current rate of pay, in equal annual lump sum payments divided over three (3), four (4) or five (5) years. The employee has the discretion to decide the number of years for the payout.
 - d. The payments will be made commencing July 15, and each successive July 15th for the chosen number of years. In the alternative, the employee may elect to

receive the payments commencing January 15, and each successive January 15th, for the chosen number of years.

- e. 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.
3. Notification of Accumulation: Administrators shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.
4. Extended Sick Leave Beyond Accumulation: In the event an Administrator exhausts his/her accumulated sick leave as a result of an 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. An Administrator granted an extended sick leave shall receive his/her daily salary, less the pay of a substitute. Any disputes concerning the granting or denial of sick leave under this provision shall be non-arbitrable.

ARTICLE VII – Temporary Leaves of Absence

1. Personal: Five (5) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent of Schools for personal leave shall be made at least one week prior to taking such leave. An Administrator shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. It is understood that personal days on Mondays or Fridays or immediately before or after a holiday recess will not be authorized unless the applicant establishes a dire emergency, which meets the approval of the Superintendent of Schools. Any personal leave days not utilized by an Administrator during the school year shall, at the end of the year, be added to an Administrator's sick leave accumulation.
2. School Visitation: Up to two (2) days leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the Superintendent of Schools.
3. Legal: Time necessary for any appearance in any legal proceeding shall be permitted, with no loss of pay, only if the Superintendent or his/her agent requests the appearance of the Administrator on behalf of the Board. Any other time needed for participation in legal proceedings, except jury duty, shall be on an Administrator's personal or vacation time, or leave without pay.
4. Bereavement Leave
 - a. Up to five (5) consecutive work days (including the day of the funeral) at any one time in the event of a death of an administrator's spouse, domestic partner, child (and any other member of the immediate family including step or foster children), parents, (including step, in-laws, or domestic partner's parents) administrator's immediate family, who permanently resides with the administrator._
 - 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 an administrator's brother, sister, grandparent, or in-laws (mother, father, brother or sister in-law).
 - c. Up to one (1) day, but only the day of the funeral, for a relative outside the administrator's immediate family, as defined in (a) above.
 - d. In the event of the death of an administrator, 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 administrators sufficient time off to attend the funeral.

- e. Regular salary shall be paid for bereavement leave days. In the event school is not in session, bereavement leave will not continue when school reopens. The use of vacation and/or personal leave may extend available bereavement leave, subject to the Superintendent's approval.
- 5. Temporary Military: Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State of New Jersey National Guard. An Administrator shall be paid the difference between his/her regular pay and any pay received from the State or Federal government.
 - 6. Community Service: Any employee covered by this Agreement, 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.
 - 7. Good Cause: Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE VIII – Extended Leave of Absence

1. Association: The Board agrees that an Administrator designated by the Association, upon request, shall 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.
2. International and Federal Programs: A leave of absence without pay for up to one (1) year shall be granted to any Administrator who joins the Peace Corps, VISTA, or serves as an exchange Administrator or overseas Administrator and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.
3. Outside Teaching: An administrator 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.
4. Military: Military leave without pay shall be granted to any Administrator who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and the three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge. A similar leave shall be granted any Administrator who is inducted or who enlists for the period of special training in preparation for duty overseas in combat zones.
5. Maternity/Pregnancy Disability/New Jersey Family Leave/FMLA:
 - a. All maternity/pregnancy disability leave shall be granted in accordance with all applicable statutes, regulations and Board policies.
 - b. The maximum, consecutive weeks for maternity/pregnancy disability leave shall be up to ten (10) or twelve (12) weeks, consisting of four (4) prior to the birth of a child and six (6) weeks after the birth, or eight (8) weeks if a caesarean delivery. This leave shall be unpaid, unless an Administrator uses accrued sick leave or vacation leave.
 - c. All family leave, state or federal, shall be granted in accordance with all applicable statutes, regulations and Board policies. If an Administrator is eligible for family leave (state or federal), the maximum annual time allowed shall be three (3) months, which leave shall be unpaid, unless the Administrator has accrued sick leave and qualifies for use of sick time, or uses accrued vacation leave.
 - d. During maternity/pregnancy leave or family leave, the Administrator shall be responsible for paying his/her monthly health insurance contributions and all

health benefits shall be continued without interruption. Sick leave and personal leave shall continue to accrue during these leaves, but not vacation time.

- e. New Jersey Family Leave Insurance (FLI), if provided by the State, may provide partial salary assistance to an Administrator on family leave, but this program shall not provide any leave time in addition to the leaves provided in Sections 5.b and 5.c above.
 - f. Any Administrator requesting maternity leave/pregnancy disability leave, and/or family leave shall submit a written request, prior to the requested leave, with the start and end dates of the leave, along with any necessary medical documentation. The request is subject to approval of the Board. The leave request may be subject to modification to ensure statutory compliance.
6. Political: The Board may grant a leave of absence without pay to any Administrator to campaign for or serve in a public office, or to campaign for a candidate for public office other than himself, for a period not to exceed two (2) months.
7. Good Cause: Other leaves of absence without pay may be granted by the Board for good reason.
8. Return from Leave:
- a. Benefits: All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him 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.
 - b. Extensions and Renewals: All extensions or renewals of leaves shall be applied for and granted or denied in writing.

ARTICLE IX – Administrator Evaluation

1. General Criteria:

All evaluations shall be conducted consistent with applicable statutes, regulation and Board policy.

- a. Open Evaluation: All monitoring or observation of the work performance of an Administrator shall be conducted openly and with full knowledge of the Administrator. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- b. Evaluation by Certified Supervisors: An Administrator shall be evaluated only by persons certified by the New Jersey Board of Examiners.
- c. Copies of Evaluations: An Administrator shall be given a copy of any 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 Administrator's file or otherwise acted upon without prior conference with the Administrator. No Administrator shall be required to sign a blank or incomplete form.
- d. Evaluation Schedule: All tenured Administrators shall be evaluated once per year, prior to May 31st. All non-tenured Administrators shall be evaluated three (3) times per year, (1st -prior to November 30; 2nd - prior to February 28th; 3rd - prior to April 30th).

2. Personnel Records:

- a. File: An Administrator shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. An Administrator shall be entitled to have a representative of the Association accompany him during the review. At least every two (2) years, the Administrator shall have the right to indicate those documents and/or materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his 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.

- b. Derogatory Material: No material derogatory to the Administrator's conduct, service, character or personality shall be placed in his personnel file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- c. No Separate File: Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate file which is not available for the Administrator's inspection.
- d. Termination of Employment: Final evaluation of an Administrator upon termination of his/her employment shall be concluded prior to severance and no documents and/or material shall be placed in the personnel file of such Administrator after severance or otherwise than in accordance with applicable Board policies.

ARTICLE X – Insurance Protection

Administrators 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. This requirement for health care contributions shall be continued in full force and effect throughout the term of this Agreement and forward, unless and until subsequent successor negotiations modify same.

1. Full Health Care Coverage: For the duration of this Agreement, the Board will continue to pay its portion of the cost of individual, dependent, or family coverage, where appropriate, for health and major medical, optical, dental and prescription plans, with the balance of such coverage being paid through employee contributions as mandated by state law.

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, 2015 for prescription and dental insurance shall continue, unless, during the term of this Agreement, the costs for these insurances warrant inclusion in the NJSEHBP.

- a. Carrier: The choice of health, prescription, dental and optical insurance carrier shall be at the discretion of the Board of Education.
 - b. Complete Annual Coverage: For each Administrator 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.
2. 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 administrators and their families. Co-pay shall be \$10.00, with zero co-pay for generic drugs.

- c. Dental – The Board shall provide a dental coverage plan for administrators and their families, which includes 70% coverage for basic procedures.
- 3. Retirement Coverage: The Board shall provide for the continuance of health care insurance after the retirement of the Administrator, under terms detailed in the master policies and contracts agreed upon by the Board and the Administrators.
- 4. Description to Administrators: The Board shall provide to each Administrator a description of the health care coverage provided under this Article.
- 5. Medical coverage for all four insurances (health, prescription, dental and optical) will be continued for Association members, at the same Board/employee contribution levels, for one (1) calendar month immediately following termination or non-renewal.

ARTICLE XI – Personal and Academic Freedom

1. Personal: The personal life of an Administrator is not an appropriate concern or attention of the Board except as it may directly prevent the Administrator from performing his/her assigned functions during the work week.
2. Citizenship: Administrators shall be entitled to full rights of citizenship, and no religious or Political activities of any Administrator or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Administrator providing said activities do not violate local, State or Federal law.
3. Academic: The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Harrison School district, and they acknowledge the fundamental need to protect Administrators from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their Administrative functions. Accordingly, they agree as follows, subject to all applicable statutes and regulations:
 - a. Controversial Material: Administrators shall be guaranteed full freedom to discuss controversial material relevant to course content.
 - b. Personal Opinion: Administrators may express personal opinions on controversial subjects so long as they indicate it is a personal opinion. It is agreed that parents have the right to expect that the schools will support the values and standards taught at home; these values must not be deliberately destroyed.
 - c. Censorship: Administrators shall not be censored or restrained in the performance of their administrative functions on the grounds 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.

ARTICLE XII – Deductions from Salary

1. Association Payroll Dues Deductions:

- a. The Board agrees to deduct from the salaries of its Administrators dues for the Harrison Administrators Association, consistent with all applicable statutes, regulations and decisional law. 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 New Jersey 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 Administrators 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.
- b. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice reasonably prior to the effective date of change.

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

ARTICLE XIII – Miscellaneous Provisions

1. Participation in Administrative Policy Making: The Superintendent may consult the Association in the development of Administrative policies and procedures.
2. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the written rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator benefits existing prior to its effective date.
3. Nondiscrimination: 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, color, creed, religion, national origin, sex, domicile, or marital status.
4. Separability: 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.
5. Compliance Between Individual Contract and Master Agreement: Any individual contract between the Board and an individual Administrator, heretofore and 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, during its duration, this Agreement shall be controlling.
6. Printing this Agreement: A copy of the fully executed final Agreement shall be sent electronically to each member of the bargaining unit.
7. 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 registered letter at the following addresses:

If by Association, to the Board of Education at 517 Hamilton Street, Harrison, NJ 07029
If by Board, to the Association at Washington Middle School, Harrison, NJ 07029

8. This Agreement shall be subject to the provisions of N.J.S.A. 18A; in the event of any conflict between Title 18A and this Agreement, Title 18A shall control.

ARTICLE XIV – No-Strike Pledge

The Harrison Administrators Association of the Public Schools of Harrison and the Harrison Board of Education recognize that strikes and other work stoppages by members are contrary to law and public policy in the State of New Jersey. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Harrison Administrators Association therefore agrees that it will not call, join, participate in and/or abet any strike, work stoppage, or other concerted action. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, including legal fees, or both in the event of a breach of this provision by the Harrison Administrators Association or its members.

ARTICLE XV – Work Year

1. The work year shall be pursuant to current practice.
2. Individuals covered by this agreement shall be entitled to twenty-two (22) vacation days per school year.
3. Effective July 1, 2022, Administrators covered by the Agreement shall be allowed to accumulate up to twenty-seven (27) vacation days. Upon leaving service with the District, accumulated vacation shall be reimbursed at a per diem rate of 1/260 of the Administrator's then current accrued salary. Upon leaving service with the District, used but unaccrued vacation shall be deducted from an Administrator's final paycheck. Up to two (2) vacation days annually may be taken as Emergency Days.

ARTICLE XVI – Work Day

1. Administrators workday will begin fifteen (15) minutes prior to the start of the teachers work day and end at 4:00 p.m., exception being the last day of the work week which will end at 3:30 p.m.
2. Administrators shall be available for meetings at the close of the school day upon forty-eight (48) hour notice. Except in emergencies, such meetings shall not be scheduled for Fridays or days preceding holidays or vacations.
3. In keeping with past procedure, Administrators shall attend regularly scheduled evening activities of the school district without compensation. (These activities include open house, parent night, parent conferences, and graduation.) Beyond these regularly scheduled activities, if an Administrator supervises dances, extracurricular activities, or attends additional activities, with the Superintendent's prior approval, the Administrator will be compensated a maximum of \$50.00 per hour, up to an annual maximum of \$1,000. (20 hours). This hourly payment is limited to one Administrator per hour/per school/per event, unless directed by the Superintendent and/or the Director of Personnel, (i.e., only one administrator per building/per event may submit hours for a special event unless directed by the Superintendent and/or the Director of Personnel).
4. On days when the Superintendent of Schools declares an early dismissal due to inclement weather, the Administrator's day shall end at the close of the teacher's day provided that the needs of the students have been met.
5. Summer (July 1 to the first day of school in September) work hours shall be at the discretion of the Chief School Administrator but shall not exceed 9:00 a.m. to 3:00 p.m.
6. As per their job descriptions, Administrators shall remain in charge of supervision of after-school and summer school programs, with no additional pay.
7. Up to two (2) vacation days annually may be taken as Emergency Days.

ARTICLE XVII - Wages

1. Effective July 1, 2015 Administrators shall be paid an annual salary in accordance with one of three (3) schedules (Principals, Assistant Principals, Twelve Month Administrators), attached hereto and made part of this Agreement.
2. Longevity Bonus Payments shall be paid as follows:

	<u>Current Admin.</u>	<u>New Admin.</u>
Beginning with the 5 th year of service	2%	1%
Beginning with the 10 th year of service	4%	2%
Beginning with the 15 th year of service	6.5%	3.5%
Beginning with the 20 th year of service	9.5%	4%
Beginning with the 25 th year of service	11.5%	6%

A "new Administrator" shall be defined as an individual employed/appointed as an administrator for the first time within the District, who commences employment as an administrator on or after July 1, 2018.

3. Professional Dues: The Board of Education shall pay (via Board Purchase Order/Warrant system) or reimburse the Administrator for payment of annual dues in one (1) professional association as agreed upon and approved by the Chief School Administrator.
4. 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.

5. A stipend of \$1,500. (which is not subject to longevity) shall be awarded to Association members having earned a doctorate from an accredited institution (provided the institution is on the approved list of institutions as solely determined by the Superintendent), for each year of the contract term. Said stipend shall be pensionable,

but shall not be cumulative. It shall be earned and payable on a pro-rata basis corresponding with the District's pay periods.

ARTICLE XVIII - Tuition Reimbursement

Effective July 1, 2022, a tuition reimbursement program will be established to permit eligible administrators to be reimbursed for no more than one course taken during the Fall, Spring and Summer (1 session only) semesters at the same rate that teaching staff members receive for that semester. An administrator may be reimbursed for only one course each semester. For each semester, the reimbursement rate shall be the same amount as that paid to a teacher, under their (CBA) Agreement, for the same semester. In order to be eligible for tuition reimbursement, an administrator taking a graduate level course shall receive a grade of "B" or better. Courses must be approved by the Superintendent prior to enrolling, and the courses must be from Board approved list of colleges/universities. The reimbursement 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 during which the course officially ends.

ARTICLE XIX – Duration of Agreement

This Agreement shall be in effect as of the commencement of the 2022 - 2023 (July 1, 2022) school year and shall remain in effect until June 30, 2026, subject to the Association's right to negotiate a successor agreement as provided in Article 2 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 designated representatives, and the Board has caused this Agreement to be signed by its President and attested to by its Secretary and so noted in the minutes of the meeting of the Harrison Board of Education held on April 28th, 2022 and signed on April 28th, 2022.

Principals

	22-23	23-24	24-25		25-26
1	123,571	125,425	127,306	1	134,737
2	125,397	127,278	129,187	2	137,237
3	128,268	129,159	131,097	3	139,737
4	130,183	132,116	133,034	4	142,237
5	132,126	134,088	136,079	5	144,737
6	135,303	136,090	138,111	6	147,237
7	136,990	139,362	140,173	7	149,737
8	139,625	141,100	143,543	8	152,237
9	142,990	143,813	145,333	9	154,737
10	146,132	148,280	148,900	10	157,237
11	148,312	151,288	155,570	11	159,737
12	151,307	152,552	156,444	12	162,237
13	155,015	155,846	158,000	13	163,487
14	174,417	174,417	174,417	14	164,740
Max	182,210	184,410	187,360	15	170,945
				16	177,150
				17	183,355
				Max	189,560

12 Month

	22-23	23-24	24-25		25-26
1	114,496	116,214	117,957	1	125,513
2	116,188	117,931	119,700	2	127,513
3	118,894	119,674	121,469	3	129,513
4	120,838	122,461	123,264	4	131,513
5	123,307	124,463	126,135	5	133,513
6	125,530	127,007	128,197	6	135,513
7	127,523	129,296	130,817	7	137,513
8	129,944	131,349	133,175	8	139,513
9	131,984	133,842	135,289	9	141,513
10	135,445	136,500	137,857	10	143,513
11	137,985	139,508	142,246	11	145,513
12	140,250	142,125	143,694	12	147,513
13	144,900	145,240	146,388	13	150,513
14	148,500	149,247	150,030	14	153,513
Max	165,027	168,300	171,781	15	156,531
				16	162,674
				17	168,817
				Max	174,960

Assistant Principal

	22-23	23-24	24-25		25-26
1	113,297	114,997	116,722	1	121,817
2	114,972	116,696	118,447	2	124,317
3	117,255	118,421	120,197	3	126,817
4	120,500	120,773	121,973	4	129,317
5	121,823	125,250	125,451	5	131,817
6	123,725	125,478	130,890	6	134,317
7	125,691	127,436	130,942	7	136,817
8	127,644	129,462	131,259	8	138,633
9	131,194	131,473	133,345	9	140,449
10	132,046	135,984	137,984	10	142,265
11	134,754	136,700	140,774	11	144,081
12	137,380	139,698	141,800	12	145,897
13	141,000	142,000	145,290	13	147,397
14	145,230	145,230	146,730	14	150,549
Max	155,382	158,682	162,095	15	154,511
				16	158,473
				17	162,435
				Max	166,395

Step Movement on Guides

Principal	22-23 through 25-26			
21-22	22-23	23-24	24-25	25-26
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	Max	Max
13	14	Max	Max	Max
14	Max	Max	Max	Max
Max	Max	Max	Max	Max

12 Month

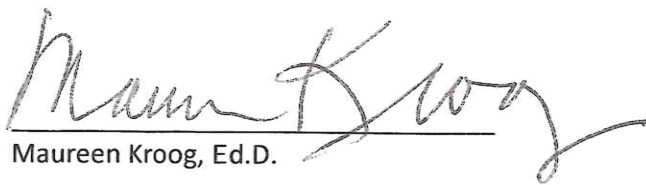
21-22	22-23	23-24	24-25	25-26
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	Max	Max
13	14	Max	Max	Max
14	Max	Max	Max	Max
Max	Max	Max	Max	Max

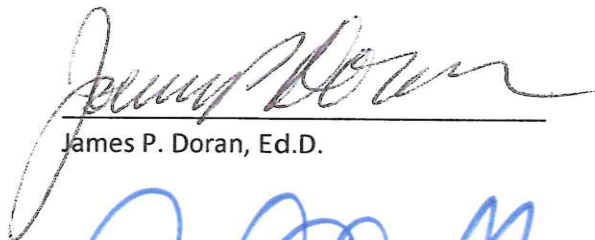
Assistant Principal

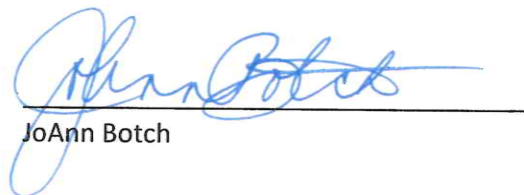
21-22	22-23	23-24	24-25	25-26
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	Max	Max
13	14	Max	Max	Max
14	Max	Max	Max	Max
Max	Max	Max	Max	Max

FOR THE HARRISON BOARD OF EDUCATION

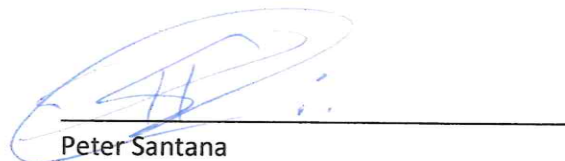
FOR THE HARRISON ADMINISTRATORS ASSOCIATION

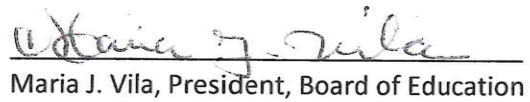

Maureen Kroog, Ed.D.


James P. Doran, Ed.D.


JoAnn Botch


Daniel Choffo


Peter Santana


Maria J. Vila, President, Board of Education

Date: 4/28/2022

BOARD OF EDUCATION
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MEMBERS

Maria J. Vila, PRESIDENT
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Kimberly Woods

CW18
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/ratify the Memorandum of Agreement entered into
between the Harrison Board of Education and the Harrison Administrators
Association for the period of July 1, 2022 through June 30, 2026.

Dated: April 28, 2022

Introduced by Commissioner Vincent L. Franco