

NEGOTIATED AGREEMENT BY AND BETWEEN HARRISON TOWNSHIP BOARD OF EDUCATION AND HARRISON TOWNSHIP ADMINISTRATOR AND SUPERVISOR ASSOCIATION

2013-2016

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ARTICLE I-RECOGNITION

Pursuant to Chapter 303 and Chapter 123, Public Laws of New Jersey in 1968 and 1974, the Board hereby recognizes the Harrison Township Administrators and Supervisors Association (HTASA) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all specified certificated personnel whether under contract, on leave, or employed by the Board as follows:

Principal
Assistant Principal
Director
Supervisor

Unless otherwise indicated, the term "administrator", when used hereinafter in this agreement, shall refer to all full-time certificated personnel represented by the HTASA in the negotiating unit as above defined.

ARTICLE II-LEAVES OF ABSENCE

Sick Leave

The annual sick leave allowance for 12 month Administrators shall be twelve (12) days, with no maximum on the cumulative number of unused days; ten month Administrators shall have an annual sick leave allowance of ten (10) days with no maximum as well. Medical verification may be required for any absence.

Personal Leave

- A. <u>Compassion Leave</u> (non-cumulative paid leave of absence per year)- Staff will be entitled to the following non-cumulative paid leave of absence per year:
 - 1. A maximum of five (5) days within fifteen (15) calendar days of death for each occurrence of death in the immediate family of the employee. Immediate family shall include: spouse, child, stepchild, foster child, parents and spouse's parents and others who have assumed comparable roles.
 - 2. A maximum of three (3) days for each occurrence of death of a grandchild, grandparent or sibling. If the burial is delayed because of a weekend, days may be extended to include day of burial. Two (2) additional days may be granted if this individual resides in the administrator's household.
 - 3. A maximum of two (2) days upon request may be granted for the purpose of travel if the place of burial of the deceased is a considerable distance away.
 - 4. A maximum of one (1) day per year may be taken in the event of each death of a relative other than one in the immediate family. This day must be taken the day of the funeral or related service.
 - 5. In the event of death of a close friend, a one (1) day leave of absence with pay per year may be granted, upon the approval of the Superintendent.
- B. <u>Personal Business Days</u>- A maximum of three (3) personal business days may be granted for matters that cannot be handled outside of school hours with the following conditions:
 - 1. Prior approval must be obtained from the Superintendent before these personal days are to be taken.

- 2. These days may not be granted the opening week of school, the closing week of school, or prior to or immediately following any scheduled recess within the approved school calendar. Exceptions to this clause will only be considered when reasons are given by the Administrator to the Superintendent, who may approve or disapprove the request.
- 3. Unused personal business days accrue as sick days if not used.

C. Child Rearing Leave

- 1. A disability leave related to pregnancy shall be granted for an Administrative staff member for the period of time during which she is unable to perform her duties due to disability related to the bearing and delivery of a child.
- 2. Maternity leave shall be granted without pay to any administrator upon request subject to the statutes of the Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), which will run concurrently. An employee granted child rearing leave without pay may, at her discretion, elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay for the same. No employee shall be prevented from returning to work after childbirth solely on the grounds that there has not been a specified time lapse between childbirth and the desired date of return. An employee adopting a child shall receive leave in accordance with this Article and that leave shall commence upon receiving de facto custody of said child, or earlier if necessary, to fulfill the requirements of adoption.
- 3. Written notice requesting disability leave shall be given to the Superintendent at least sixty (60) days prior to the commencement of such leave. Included in this request shall be the anticipated date of return from the leave.
- 4. The Administrator may utilize credited sick days available to charge against the maternity leave.
- 5. Paternity Leave- Two (2) days with pay shall be granted for the birth or adoption of a child.

ARTICLE III-WORK YEAR, HOLIDAYS & VACATIONS

A. Work Year

- 1. The work year for 12 month employees shall be July 1 through June 30.
- Ten month Assistant Principals will work the teacher calendar of 187 days with an additional twenty (20) days in the summer.
- 3. The summer work day schedule shall commence the first day after the last day of school for students. Regular hours, including working on Friday begin on the Thursday before Labor Day.
- 4. For full-time administrators, the summer hours will be Monday through Thursday from 8:00 a.m. to 3:00 p.m. Fridays will be covered on a rotating schedule. Each administrator is required to work in District for two Fridays from student dismissal in June through the week prior to Labor Day. It concludes the Thursday before Labor Day.
- 5. In the event of an emergency closing, Administrators will be advised by the Superintendent if they are to report to work.

B. Holidays

- 1. Administrators shall receive sixteen (16) paid holidays per year. The holiday calendar will be developed each school year.
- 2. At the discretion of the Superintendent, Administrators may be released the day prior to the holiday.
- 3. If a holiday falls on a Saturday, the employee shall take the prior Friday off; if the holiday falls on a Sunday, the employee shall take the following Monday off.

C. <u>Vacation Days</u>

- 1. All 12 month administrators shall be entitled to twenty (20) days of paid vacation per year.
- Vacation days may be taken at any time. All vacation schedule requests are subject to the final approval of the Superintendent.
- 3. Vacation time is not cumulative and there shall be no pay in lieu of taking the actual vacation period.

- 4. Ten (10) vacation days may be carried to the following school year. Additional days not used before August 31 will be lost.
- The Board, through its Business Office, shall be responsible for maintaining written documentation of the Administrator's earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the Administrator shall be permitted to be paid during that time for any unused vacation time at his/her option.
- 6. If there is a break in service due to resignation, vacation is limited to 1.66 days for each month served.
- 7. Unused vacation days earned due to a break in service or retirement will be paid at the rate of 1/260 per diem for each day.

ARTICLE IV-PROFESSIONAL DEVELOPMENT

- A. Graduate Course Work- The Board agrees to pay the equivalent to the cost of nine (9) graduate credits at Rowan University rate per school year for course work to support the Administrator's professional development, with prior approval of the Board of Education.
- B. <u>Professional Associations</u>- The Board agrees to pay the Administrator's membership to organizations and associations as approved annually by the Superintendent.
- C. <u>Professional Conferences</u>- The Administrator may attend, subject to prior approval by the Superintendent and the Board of Education, appropriate professional conferences/conventions with the expense of such attendance to be paid for by the district according to Board of Education policy.

ARTICLE V-SALARIES

- A. Base salary, base salary increases, and merit stipends for administrators for the period of July 1, 2013 through June 30, 2016 (the "contract period") shall be determined pursuant to the following provisions:
 - 1. Two percent (2%) each year on the aggregate salaries for the group. For 2013-2014, the aggregate salaries total \$410,736.00. The Principal of Pleasant Valley School is not included for 2013-2014 and shall not receive an increase for 2013-2014.
 - 2. Distribution shall be mutually agreed upon and subject to Board and Association approval.
- B. Advanced Degree Stipend- Administrators who are conferred a doctorate prior to December 31, 2014 shall receive a stipend of \$5,000 per year. Administrators who are conferred a doctorate after December 31, 2014 shall receive a stipend of \$2,500 per year. There is no prorating of the stipend. It shall be paid effective the July 1 immediately following the date the doctorate is conferred. The stipend shall be included in base pay for the purpose of pension but not included for calculating future salary increases. Administrators must remain in the employ of the Board for a period of one (1) year following the July 1 upon which the stipend is paid. Failure to remain in the employ for one (1) year requires repayment of the stipend to the Board. The full amount of the stipend must be repaid to the Board.
- C. <u>Expense Reimbursement</u>- The Board shall reimburse for job related expenses, including, but not limited to transportation expenses and sustenance according to Board Policy.

ARTICLE VI-SEPARATION PAY

A. Retirement- If the Administrator retires between January 1, 2014 and August 31, 2014, the requirement of a minimum of ten (10) years of service in Harrison Township shall be reduced to eight (8) years. Effective August 31, 2014, the minimum years of service shall return to ten (10) years of service in Harrison Township. To exercise this option prior to August 31, 2014, the Administrator must provide a minimum of five (5) months written notice of the date of retirement.

Upon retirement the Administrator shall be reimbursed for all unused vacation days at the rate of 1/260 per diem for each day.

- B. <u>Separation</u>- Upon separation from employment, the employee will receive payment for all unused vacation days, to be determined on a pro rata basis. Any such days will be paid at the current per diem rate computed using 1/260th of their annual salary.
- C. <u>Unused Sick Leave</u>- Upon retirement and after a minimum of ten (10) years of service in the Harrison Township School System, the Administrator shall be eligible for payment for unused sick leave accumulated during tenure in Harrison Township. To be eligible for the payment, the Administrator must notify the Board no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment.

Pursuant to the provisions of the State Pension and Annuity Fund, retiring administrators will be paid at the rate of \$100.00 per day for each day of accumulated unused sick leave. The total payment is not to exceed \$15,000 and is to be paid out over a two-year period (50% in each fiscal year).

Those who fail to comply with the notification procedures described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget, and (2) the instant said budget becomes effective, payment shall be made within one year of retirement.

D. <u>Death of the Employee</u>- Upon the death of the employee, the reimbursement for unused vacation days and accumulated sick days will be payable to his/her appointed beneficiary or estate.

ARTICLE VII-HEALTH PROTECTION

- A. Each full-time Administrator may choose one of the health protection plans mutually selected by the Association and the Board. For the duration of this contract the plan must be substantially equal to the State Health Benefits Plan.
- B. The Board will provide all full-time Administrators the cost of full employee and family prescription coverage with co-pays to be paid by the employee.
- C. The Board will provide all full-time Administrators the cost of full employee and family dental plan coverage.
- D. For each full-time 10 month employee who remains in the employ of the Board for a full year, the Board shall make payment of insurance premiums as defined above, to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.
- E. Employees eligible for health insurance under this article shall be entitled to the following waiver payments: Employees choosing to opt-out of the medical coverage shall be entitled to a waiver payment of 25% of the premium cost saved by the Board due to the employee's opt-out, or \$4,000.00, whichever is less. The employee will be required to submit appropriate documentation confirming alternative health coverage. In the event that an employee opts in to coverage due to a qualifying life changing event, the Board shall pro-rate the waiver payment.

The stipend will be paid monthly. If a staff member chooses to re-enroll in the medical plan at any time during the year, he/she may do so at the beginning of the next month following his/her written request. This offer to staff will only be in effect providing that 1) there is no change in the health benefits plan (including costs) for the remaining staff, and 2) the staff are not taxed for the equivalent cost of these health benefits.

F. The Board will pay up to \$500 toward disability insurance per year.

ARTICLE VIII-DURATION OF AGREEMENT

This Agreement shall be in full force and effective from July 1, 2013, except as otherwise noted, and shall continue through June 30, 2016. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS

All other terms and conditions of employment shall remain unchanged.

day of <u>June</u> , 2014.	e presidents and secretaries this 200
ASSOCIATION: Andrew P. Davis, President	BOARD: Barbara Beske, President
Mariann Edelmayer, Secretary	Robert Scharle, Secretary