

AGREEMENT BETWEEN THE
HOBOKEN BOARD OF EDUCATION

AND THE

ADMINISTRATORS AND SUPERVISORS ASSOCIATION

July 1, 2020 to June 30, 2023

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ARTICLE 1**BARGAINING AGENTS – DEFINITIONS**

1.1 The Board hereby recognizes the Hoboken Administrators and Supervisors Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for Administrators and Supervisors of the Hoboken public schools, excluding the Superintendent and Assistant Superintendents.

1.2 Unless otherwise indicated, the term. "Administrators" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit (Principals, Vice-Principals, Directors, Supervisors, and Administrative Assistants). Reference to male Administrators shall include female Administrators.

ARTICLE 2**NEGOTIATION PROCEDURE**

2.1 The parties agree to enter into collective negotiations over a successor agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrators' employment. The Board and the Association will meet by November 1st prior to expiration of any agreement to establish rules of conduct for all meetings necessary to complete a successor agreement.

2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and make counter proposals in the course of negotiations.

2.3 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 the parties at the times they negotiated or executed this agreement. 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.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 A grievance is a claim by an employee or the Association based on an alleged misinterpretation or alleged violation of the contract, board policy, or administrative decision affecting the terms and conditions of employment.

3.2 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) school days of the happening of the event.

3.3 Failure at any step to communicate the decision of a grievance within the specified time limitation shall mean the grievance advances to the next level.

3.4 An individual Administrator who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally. 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) school days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section shall become applicable.

3.5 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) school days, he shall set forth his 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 dissatisfaction with the decisions previously rendered.
- E. the date of the occurrence giving rise to the grievance
- F. The specific provision of the contract or the specific board policies allegedly violated
- G. the remedy being sought
- H. and all documents supporting grievance to be attached.

The immediate superior shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance.

3.6 Level Two: Superintendent of Schools

The grievant, no later than five (5) school 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 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) school days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

3.7 Level Three: Arbitration

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, written notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within (10) school days after the receipt of the decision which is being appealed. The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the American Arbitration Association. The arbitration shall be limited to the issues submitted and shall consider nothing else. Nothing can be added 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 appropriate officials of the Association shall be given copies of the arbitrator's Opinion and Award. This shall be accomplished within thirty (30) calendar days of the completion of arbitrator's hearings.

3.8 Rights of Administrators to representation shall be as follows:

Any grievant may be represented, at all stages of the grievance procedure by himself, or, at his option, by his representative and/or his 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. 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 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 appeal with respect to his personal grievances.

3.9 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.

3.10 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 this article.

3.11 Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally. Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE 4

ADMINISTRATIVE RIGHTS

4.1 Pursuant to Chapter 303, Public Law 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 1968, or other laws of New Jersey or the constitutions of New Jersey and the United States that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason by his/her membership in the Association, his/her participation in any activities of the Association, collective negotiations with the Board, or his/her institutions of any grievance complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

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

4.3 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 the limitations set forth in Article 3.

4.4 Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that Administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education. The Association shall have the right to be present to protect the interests, not only of the individual involved but also of the organization as the bargaining representative exclusively recognized.

4.5 Any criticism by a superior or Board member of an Administrator shall be made in confidence and not in the presence of teachers, parents, students or in a public meeting.

4.6 Any criticism by a member of the bargaining unit of a superior or board member, as individuals, shall be made in confidence and not in the presence of students, parents or public gatherings.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

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

5.2 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

5.3 The Association shall have the right to use mailboxes and electronic mail for the distribution of material. The Superintendent shall be notified prior to the distribution of such material. The Superintendent shall receive copies of all materials distributed, but approval is not necessary.

5.4 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.

ARTICLE 6
ADMINISTRATIVE RESPONSIBILITY

6.1 In the event the chief school building administrator is unable to work for a period of more than one hundred and twenty (120) calendar days, and the Superintendent designates another bargaining unit to act in the absent administrator's capacity, the acting administrator shall be compensated at the prevailing rate provided that rate is greater than his regular salary. Nothing in this section precludes the Superintendent from appointing someone from outside the district as an interim administrator.

ARTICLE 7
RIGHT TO FULL KNOWLEDGE

7.1 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 office, position, or employment or the salary or any increments pertaining thereto then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.

ARTICLE 8
SICK LEAVE

8.1 The scale for allowable absence per year shall be:

<u>Category</u>	<u>Days Available</u>	<u>Maximum Accumulation</u>
a. 1 to 5 years service	10 days	10 days
b. 6 to 10 years service	13 days	13 days
c. Over 11 years service	20 days	15 days

If an employee is paid money for unused sick days before retirement, those days will not be available for future use as sick time or for future reimbursement at retirement.

A cap of \$25,000 on payment for unused sick days will be instituted Effective 7/1/12. However, any employee who has more than \$25,000 in reimbursable sick leave at the time of this agreement is ratified will be capped at the higher amount. Those employees who have a higher cap will not be allowed to exceed that higher cap. Even if they accrue additional days. If an employee sells back sick days prior to retirement, the pre-retirement payments will be deducted from the total cap.

8.2 Each Administrator in Category A shall be allowed ten (10) days absence in one school year for the reason of personal illness. Administrators in Category A may accumulate all their unused personal illness days. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

8.3 Each Administrator in Category B shall be allowed thirteen (13) days absence in one school year for the reason of personal illness. Administrators in Category B may accumulate all their unused personal illness days. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

8.4 Each Administrator in Category C shall be allowed twenty (20) days absence in one school year for the reason of personal illness. Administrators in Category C may accumulate all their unused personal illness days to a maximum of fifteen (15) days per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

8.5 Upon attainment of twenty (20) years of service in any certified area within the District, Administrators shall be paid for each unused sick day in excess of fifteen (15) at \$125.00 per day each day not used. (Examples: Administrator banks fifteen days and is paid for one to five of the remaining unused days).

8.6 a. Any employee who has been in attendance on every scheduled school day between the period July 1 through December 31 shall receive a cash payment of two hundred dollars (\$200) payable on or about March 15. (Bereavement, personal and court days are excluded).

b. Any employee who has been in attendance on every scheduled school day between the period January 1 through June 30 shall receive a cash payment of two hundred dollars (\$200) payable on or about August 15. (Bereavement, personal and court days are excluded).

c. Any employee who has been in attendance on every scheduled school day between the period July 1 through June 30 shall receive an additional cash payment of one hundred dollars (\$100) payable on or about August 15.

8.7 All accumulated days prior to July 1, 1971, will be calculated and based on the leave policy heretofore in existence. A maximum of ten (10) days per year unused personal illness days shall be applied with respect to such prior accumulation.

8.8 The Board of Education may require a doctor's certificate in the following cases:

- a) for personal illness of five (5) or more consecutive days;
- b) for illness over extended periods of time, in which case the Administrator's anticipated date of return to work must be furnished;
- c) for frequent or patterned absences; and
- d) for such other reasons as allowed by law.

8.9 An Administrator who elects to retire under one of the plans of the N.J.T.P.A.F. on or before June 30, 1993, shall be granted the cash value for all unused accumulated personal illness days. The cash value for each unused personal illness day shall be 50% of 1/200 of the annual salary at the time of retirement. Payment shall be made in one lump-sum payment in the final salary check issued in the retirement year, or on a two (2) year payout, at the option of the employee.

8.10 An Administrator who elects to retire under one of the plans of the N.J.T.P.A.F. on or after July 1, 1993, shall be granted the cash value for all unused accumulated personal illness days.

- A. The cash value for each unused personal illness day accumulated on or before June 30, 1992 shall be the lesser of 50% of 1/220 of his annual salary at June 30, 1992 (prior to any salary increase that is granted retroactively to the 1991 -1992 school year) or \$ 187.00.
- B. The cash value for each unused personal illness day accumulated on or after July 1, 1992, shall be \$150.00.
- C. For the 1993 - 1994 school year the Board shall approve at least \$ 125,000.00 for payments to retiring Administrators for unused personal illness days. For 1994 -1995 and each subsequent year the Board shall approve at least \$ 50,000.00 for payments to retiring Administrators for unused personal illness days.
- D. The total amount available for payment to all retiring Administrators in a given year for all personal illness days shall be the total approved on or after July 1, 1993, less the total paid in

prior years, plus any funds approved and unused under Article 8.10. It is understood that the payments commencing in 1993 - 1994 and subsequent payments in paragraph C above shall be cumulative.

E. The total amount paid to all retiring Administrators for unused personal illness days in any given school year shall not exceed the total amount available in Article 8.10 D above.

F. In the event that the total requests for payments for unused personal illness days from retiring Administrators exceeds the total amount available in Article 8.10 D above, payment shall be made to those Administrators in accordance with the number of days submitted by each applicant on a pro-rata basis.

G. In the event that the total requests for payments for unused personal illness days from retiring Administrators exceeds the total amount available in 8.10 D above, the balance due will be paid from the total amount available for payment to all retiring Administrators in subsequent years and will be paid in full prior to any payment for retirements in later years.

8.11 An Administrator, upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service, shall receive a lump-sum payment equivalent to one-half (1/2) of the then current substitute per diem pay for each unused day accumulated in his personal leave bank. In the event of death before retirement, but after ten (10) years of service, the Administrator's estate shall receive the lump-sum payment described in Article 8.10.

8.12 Beginning in 1993 - 1994, the Board of Education will establish an annual Administrator Sick Bank Reserve Fund of at least \$25,000.00 in anticipation of early payment of accumulated unused personal illness days.

A. Each Administrator with 200 or more accumulated unused personal illness days may, at the Administrator's discretion, beginning in 1993 -1994, receive early payment for up to fifteen (15) accumulated unused personal illness days at 90% of the cash value for those days provided that: i) the number of accumulated unused personal illness days remaining for that Administrator does not fall below 200 days; and ii) the total amount paid for early payment of accumulated unused personal illness days does not exceed the amount in the Administrator Sick Bank Reserve Fund in any given year.

B. In the event of multiple requests for early payment of accumulated unused personal illness days in any particular school year, the total of which exceed the amounts available in the Administrator Sick Bank Reserve Fund, early payment shall be made in accordance with the number of days submitted by each applicant on a pro rata basis to the extent funds are available. Upon exhaustion of the designated funds in the Administrator Sick Bank Reserve Fund in any particular school year, no further early payments of accumulated unused personal illness days will be made.

C. Any unused personal illness days for which an Administrator receives early payment under this Article shall be deducted from that Administrator total number of unused accumulated personal Illness days.

D. Requests for payment must be submitted in writing to the Superintendent by June 30 and payment will be made by August 1.

8.13 Administrators, on request, shall be furnished in writing by October 1st of their total accumulated unused sick leave as of the prior June 30th.

8.14 In the event an Administrator exhausts accumulated sick leave as a result of extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education

ARTICLE 9

TEMPORARY LEAVE

9.1 No deduction in an Administrator's salary shall be made nor absence days deducted for the following:

A. Absence due to injury arising out of or in the course of employment. (A school doctor to certify as to the extent of the injury and recommend the period of convalescence.)

B. Legal summons to court related to the Administrator's job duties.

C. Professional Conferences

Each Administrator may attend national, state professional conferences or meetings without a reduction in pay. Request for permission to attend these professional meetings shall be made in writing to the Superintendent of Schools, at least thirty (30) days prior to the conference date. The request shall specify the educational value of attending said meeting. Attendance at the conferences or meetings shall be subjected to the Superintendent of Schools recommendation and the Board of Education's sole discretion. The Expenses associated with such attendance shall be reimbursed in accordance with Board policies and any applicable state laws or regulations.

D. Up to seven (7) calendar days at any one time in the event of death of an Administrator's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Such days shall commence with the first absence, which shall be either the day of the death or immediately following the death. One day of leave (the day of the funeral) shall be granted for the death of an aunt or uncle. Special requests for attendance at a funeral outside the immediate family as defined may be made to the Superintendent for his consideration and approval. Special requests for absences due to serious illness of a member of the immediate family may be made to the Superintendent for his consideration and approval.

E. Each Administrator shall be entitled to three personal days per year. Personal days are not cumulative from year to year.

ARTICLE 10

SABBATICAL LEAVE

10.1 Sabbatical leave is a plan of professional improvement designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to Administrators for their professional advancement so that they may better serve the Hoboken School District.

10.2 The policy of granting sabbatical leaves of absences is established solely for the purpose of promoting more efficient conduct of the Hoboken Schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless, in their considered judgment, the professional competence of the staff member and general efficiency of the school system will thereby be benefited. The criterion, used for judging a particular leave of absence will be whether it will contribute to the improvement of the educational service to Hoboken Public Schools students.

10.3 One (1) Administrator per year may be granted sabbatical leave under the following conditions:

- A. Applicants must have held an administrative position for three (3) consecutive years.
- B. The leave will not exceed one (1) year.
- C. Salary will be three-fourths (3/4) of the actual annual salary the Administrator would have earned had the leave not been granted.
- D. Salary after returning will be equal to what the Administrator would have received if the leave had not
- E. An Administrator returning from the sabbatical agrees in contract to serve the Hoboken School system a minimum of two (2) months for each month of the leave.
- F. Application must be made six (6) months prior to the date of requested leave via detailed letter to the Superintendent of Schools. Action must be taken on all sabbatical requests within ninety (90) days of submittal date.

10.4 If an Administrator fails to continue in service after a sabbatical leave of absence, such Administrator shall repay to the Board of Education a sum of money equal to one-twenty fourth (1/24) of salary received while on leave of absence for each month of the unperformed part of the service contract, unless such Administrator is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

10.5 The period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the Administrators to the retirement fund shall continue as usual during

such period. Tenure rights shall not be impaired and the Board shall continue all fringe benefits during the sabbatical period.

10.6 Should the program pursued by an Administrator on sabbatical leave be interrupted by a serious accident or illness during such leave, (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice the Administrator against receiving all the rights and benefits provided for under the terms of sabbatical leave, provided the Superintendent was notified of such accident or illness by certified letter within thirty (30) days of it.

10.7 If the Superintendent is convinced that an Administrator on Sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the Administrator an opportunity to be heard. Such termination shall be subject to the grievance procedure.

ARTICLE 11

EXTENDED LEAVES OF ABSENCE

11.1 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 three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

11.2 Administrators may apply to the Board for a maternity or paternity leave of absence without pay which shall be granted at any time. However, in other than emergency situations, reasonable notice shall be given to the Board in order for it to have sufficient time to obtain an adequate replacement. Nothing herein shall preclude an Administrator from using sick leave for disability incurred as a result of pregnancy or complications arising there from. Maternity, paternity and/or child rearing leave of absence shall be terminated provided ninety (90) days notice is given to the Board of the Administrator's intention and ability to return to his/her position. Such leave shall not extend beyond one (1) year. Upon request, an additional leave of one (1) year may be granted for child care. This may

not be renewed after expiration. Should any Administrator absent on maternity develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave or absence not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education and subject to the approval of the Board of Education until she has recovered from such illness.

11.3 Any Administrator adopting a child shall be eligible to receive leave similar to maternity/paternity leave which shall commence upon his or her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

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

11.5 All benefits to which an Administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, credits toward sabbatical eligibility, and other benefits protected by law shall be restored upon his return.

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

11.7 Family and medical leaves shall be granted to the entitlements and requirements under the Family medical Leave Act and New Jersey Family Leave Act.

ARTICLE 12

ADMINISTRATIVE VACANCIES - PROMOTIONS

12.1 A notice of vacancy in an administrative position shall be posted in all schools and a copy shall be sent to the Association President, when practical, fifteen (15) work days, before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation. If a vacancy should occur during the summer months, the Association President shall be notified in writing.

ARTICLE 13
PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

13.1 Evaluation of Administrators shall be made by utilizing the instrument adopted by the Board of Education and shall be continuous. The evaluation procedure will consist of a multi-step process to measure performance against criteria which evolve from the administrative and supervisory priorities and objectives of each Administrator's position as specified in the job description for his position.

13.2 Subject to the superintendent of schools sole discretion, The Board of Education shall reimburse members of the Association for all tuition, fees and book costs for approved college and university courses.

13.3 No more than six (6) credits of reimbursement courses shall be taken in any one (1) semester.

13.4 Official transcripts shall be considered as proof of having taken a course or courses.

13.5 Any Board paid course work must be approved by the Superintendent of Schools before commencement of the courses. Approval will depend on whether the course work advances the Hoboken School district's administrative and educational goals in the Superintendent of Schools sole discretion. Upon approval, reimbursement shall follow submission of an itemized voucher with official transcript attached and conditions upon completion of the coursework with a letter grade of "B" or better.

13.6 No more than \$25,000 shall be reimbursed in a school year. If the requested reimbursement monies exceed \$25,000, then priority shall be given to the reimbursement applications that are filed in time with the Superintendent of Schools.

ARTICLE 14

INSURANCE PROTECTION

14.1 The Board agrees to continue full family insurance coverage for all unit members at the current coverage levels, including basic medical and hospitalization, major medical, dental, optical, and prescription coverage (at existing co-pays). Employees will contribute in accordance with state laws C.78 (P.L. 2011).

14.2 Effective with employees hired after June 30, 2005, unit employees will receive full family medical coverage under a basic POS plan (Horizon Direct Access or its equivalent). All other coverages will be the same as existing employees.

14.3 The Board will establish an IRS Section 125 Cafeteria Plan to allow employees to waive health coverage in return for a cash payment of \$3,500 annually (or the option of a \$3500 Section 125 credit). Employees must opt for coverage waivers in writing annually prior to June 30th for the succeeding coverage year, and must submit proof of alternate coverage. Life altering events which result in loss of alternate coverage will allow employees to return to the Board plan with seamless coverage.

ARTICLE 15

DEDUCTIONS FROM SALARY

15.1 The Board agrees to deduct from the salaries of its Administrators dues for any one or combination of associations as said Administrators 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. 52:14-159c) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

15.2 The Association shall certify to the Board in writing, the current rate of its membership dues. The Association may change the rate of its membership dues after giving the Board prior written notice of the effective date of such a change.

15.3 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 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 appropriate association.

15.4 An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:66-127 et seq., and the terms of a group contract approved by the Board.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 The Association will be consulted by the Superintendent and given an opportunity to participate in the development of administrative policies and procedures.

16.2 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Administrator's benefits existing prior to its effective date.

16.3 Any individual contract between the Board and an individual Administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 17
LENGTH OF WORK YEAR/WORK DAY

17.1 Administrators shall work during the twelve (12) months of the calendar year.

17.2 During the school year, Administrators shall work the same days worked by the teachers in the District.

17.3 The length of the workday for all Administrators shall be 8.5 hours including a reasonable lunch period. As professionals, Administrators shall spend the time that is necessary to meet their professional obligations and responsibilities.

17.4 A. Administrators shall be entitled to five (5) weeks paid vacation during July and August. Administrators must use at least three (3) weeks of their five (5) weeks during July and August. The remaining days may be taken during the school year at the discretion of the Superintendent.

B. Newly appointed administrators (effective after June 30, 2006) shall be entitled to four (4) weeks paid vacation during July and August. Administrators must use at least three (3) weeks of their four (4) weeks during July and August. The remaining days may be taken during the school year at the discretion of the Superintendent. After ten (10) years administrators shall be entitled to five (5) weeks paid vacation during July and August. Administrators must use at least four (4) weeks of their five (5) weeks during July and August. The remaining days may be taken during the school year at the discretion of the Superintendent

17.5 Vacation is not cumulative from year to year.

17.6 The scheduling of all vacations must be arranged through the Superintendent's office.

17.7 Each Administrator will be available, at the Superintendent's direction, to participate in professional development activities for as many as three (3) days at any time in the calendar year beyond the regular school schedule. Such professional days are not cumulative year to year.

ARTICLE 18
SALARY

18.1 All Administrators will receive an annual salary that consists of an annual base salary plus longevity payments as specified in this Article.

18.2 A. The annual base for the school year for which this agreement is in force shall be as per the following schedule applied to base salary: 2020-2021 – 3.00%, 2021-2022 – 3.00%, 2022-2023 – 3.00%. The Salary guide/scale in the agreement will be replaced by a range-based hiring salary structure by position (to be applied at the discretion of the Superintendent of Schools based upon experience and education) for all new hires appointed to begin on July 1, 2016 or later, as follows:

- Supervisor \$107,625 - \$117,925
- Vice Principal \$114,835 - \$125,135
- Principal/Director \$122,045 - \$132,345

B. All administrators are eligible for retroactive increases on a pro-rated basis for time covered and must be employed in the district at the signing of the Memorandum of Agreement for the 2019-2020 school year.

C. Any administrator who earns a doctorate while employed in the district and a member of the HASA will receive a one-time bonus of \$2,500. This bonus is to be distributed one time and not to be added to the administrator's base salary.

18.3 Performance Based Bonus

Employees shall be eligible for a bonus payment within the school year, up to \$3,000. A committee composed of the Superintendent and members of the Association will meet to develop the criteria for the bonus. Final determination of the criteria will be subject to Board approval, based on administrative

input. Any bonus shall not be added to the salary base. The absence of receiving a bonus payment shall not be subject to the grievance procedure.

18.4 A. Longevity payments shall remain frozen and grandfathered for all administrators approved prior to July 1, 2016. Each Administrator shall be entitled to longevity payments for total service to the district. The schedule below outlines that members are entitled to the additional longevity payment once each milestone is reached. Any administrator approved after June 30, 2016 will not be eligible for longevity payments.

15 years	\$3851
18 years	\$3809
20 years	\$1890
25 years	\$2000
30 years	\$1200

18.5 Each Administrator shall be entitled to longevity payments for administrative service to the District and shall remain frozen and grandfathered for all current administrators as per the following schedule: For future administrators, the administrative service longevity will be eliminated.

6 years	\$ 800.00
12 years	\$ 800.00
15 years	\$ 800.00

SCHEDULE B

High School Principal*	\$ 7,500.00
Middle School and Elementary School Principals *	\$ 3,250.00
Vice Principals	\$1,625.00
Passport to Learning (School-Based Administration)**	\$ 9,200.00
Mathematics Achievement Administrator***	\$ 5,800.00
English Language Arts Achievement Administrator***	\$ 5,800.00

Science Achievement Administrator***	\$ 5,800.00
Social Studies Achievement Administrator***	\$5,800.00

*Attendance at after-school/evening events associated with HEA Contract Schedule B/C events.

**Available to a member of the HASA first. If no applicants, the subsequent priority pool will be drawn from any Dean of Students applicants (rate of hourly pay as per HEA contract).

***Content Area Achievement Administrators Responsibilities

- 1 Summer Professional Development Institute per level (K-5, 6-8, 9-12)
- K-12 Curriculum Revisions and Renewal
- 2 Common Planning Periods per marking period per school (Push-In visits are necessary to conduct common planning meetings)
- 1 Professional Development Institute per level (K-5, 6-8, 9-12) per semester
- Achievement data gathering, tracking and analysis for targeted interventions per marking per level (K-5, 6-8, 9-12).

If the Night School Program is re-instituted the Director of Innovative Programs will be appointed as administrative oversight.

ARTICLE 19

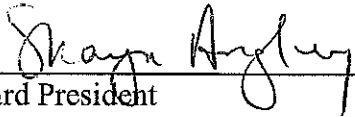
DURATION OF CONTRACT

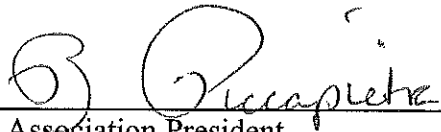
19.1 This agreement shall be in full force and effect as July 1, 2020 and shall continue in full force until June 30, 2023.

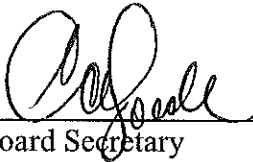
It is acknowledged by the parties signing this instrument that they are aware of the contents of this agreement and each page thereof, and it is further understood and agreed that the provisions of eh agreement is in accordance with the Memorandum of Agreement signed by the respective teams and shall be binding upon the parties hereto, their legal representatives, assignees and/or successors.


For the Board of Education
City of Hoboken, Hudson County, New Jersey

For the Hoboken Administrators and
Supervisors Association


Board President


Association President


Board Secretary


Association Secretary