

CONTRACT AGREEMENT

2002 - 2005

between

THE HARDING TOWNSHIP BOARD OF EDUCATION

and

THE HARDING TOWNSHIP EDUCATION ASSOCIATION

New Vernon, New Jersey

June 20, 2002

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ARTICLE I

RECOGNITION

The Harding Township Board of Education (hereafter "Board") hereby recognizes the Harding Township Education Association (hereafter "HTEA") as the majority representative of all certificated employees excluding administrative personnel, and secretaries and clerks, and no other employees.

Only articles I, II, III, IV, V, VII, VIII, IX, X, XI, XII apply to represented certified employees. Only articles I, III, VI, VIII, IX, X, XI and XII apply to represented Secretaries and Secretaries/Clerks.

The Board agrees to provide a complete copy of this Contract for each represented employee (hereafter "employee" - collectively, "employees").

DEFINITIONS

DATE OF OFFICIAL INTENTION: December 1 of year preceding new fiscal year (July 1-June 30).

DISTRICT: Harding Township School District.

RETIREMENT: Permanent withdrawal from the teaching profession in order to collect pension benefits.

SUPERINTENDENT: Chief administrator of the Harding Township School District, or another person acting legally in that capacity.

IMMEDIATE FAMILY: Parents, children, spouse and siblings.

SECRETARY/CLERK: For the purpose of this Agreement the terms secretary and clerk shall be limited to the following positions: Secretary to the Principal, Secretary to the Supervisor of Student Services and the Clerk, Secretary to the Business Administrator.

CONFIDENTIAL SECRETARY: An employee is considered confidential if their function is in connection with the issues involved in the collective negotiations process. For the purpose of this Agreement they shall be limited to the following positions: Secretary to the Superintendent and Assistant to the Business Administrator.

TEXTUAL CONSTRUCTION

In this Contract, words in the singular include the plural, and vice versa; and wherever any particular gender is used, it includes masculine and feminine, where the text so requires.

ARTICLE II

SALARIES, BENEFITS, AND RELATED MATTERS

A. Salaries

The salaries and other payments set forth in this Contract are the sole and exclusive salaries paid to employees.

Salaries and stipends included in this Contract are:

1. Salary guide steps and levels
2. Longevity
3. Extra curricular activities salary guide

B. Definition of Guide

1. The term "step" refers to a vertical position on the Guide.
2. The term "level" refers to a horizontal position on the Guide. There are eight such levels as follows:
 - (a) Bachelor's Degree
 - (b) Bachelor's Degree plus 15 credits
 - (c) Bachelor's Degree plus 30 credits
 - (d) Master's Degree
 - (e) Master's Degree plus 15 credits
 - (f) Master's Degree plus 30 credits
 - (g) Master's Degree plus 45 credits
 - (h) Doctoral Degree

C. Change in Step

Steps in the Salary Guide represent the general mechanisms for administration of employee salaries.

D. Change in Level

An employee who has received an additional degree or has completed the number of credits in the field of Education required for the next higher level at an accredited institution and has given notice to the Superintendent before September 1st or February 1st of a given school year, shall be placed on the same step of the next higher level beginning September 1st or February 1st, provided that the written request for such anticipated move has been received by the office of the Board Secretary by the date of official intention (see definition).

**Harding Township School
Teachers' Salary Guide
2003 - 2004**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD/EdD
1	\$37,567	\$38,426	\$39,306	\$41,109	\$42,057	\$43,027	\$44,023	\$45,042
2	\$37,867	\$38,726	\$39,606	\$41,409	\$42,357	\$43,327	\$44,323	\$45,342
3	\$38,489	\$39,383	\$40,299	\$42,178	\$43,163	\$44,174	\$45,210	\$46,271
4	\$39,971	\$40,902	\$41,855	\$43,811	\$44,838	\$45,890	\$46,969	\$48,074
5	\$41,516	\$42,484	\$43,478	\$45,514	\$46,583	\$47,679	\$48,802	\$49,953
6	\$43,124	\$44,133	\$45,167	\$47,287	\$48,400	\$49,541	\$50,709	\$51,908
7	\$44,801	\$45,852	\$46,929	\$49,135	\$50,295	\$51,482	\$52,700	\$53,947
8	\$46,542	\$47,636	\$48,757	\$51,055	\$52,262	\$53,499	\$54,766	\$56,066
9	\$48,356	\$49,495	\$50,662	\$53,055	\$54,311	\$55,599	\$56,919	\$58,271
10	\$50,247	\$51,433	\$52,649	\$55,141	\$56,448	\$57,789	\$59,164	\$60,572
11	\$52,214	\$53,449	\$54,715	\$57,309	\$58,670	\$60,066	\$61,497	\$62,964
12	\$54,263	\$55,549	\$56,866	\$59,567	\$60,985	\$62,439	\$63,928	\$65,455
13	\$56,395	\$57,732	\$59,104	\$61,917	\$63,393	\$64,907	\$66,458	\$68,047
14	\$58,617	\$60,023	\$61,465	\$64,420	\$65,971	\$67,561	\$69,191	\$70,861
15	\$60,643	\$61,754	\$63,518	\$66,502	\$68,068	\$69,674	\$71,341	\$73,007
16	\$62,627	\$64,060	\$65,530	\$68,543	\$70,124	\$71,745	\$73,406	\$75,110
17	\$63,223	\$64,670	\$66,154	\$69,195	\$70,792	\$72,428	\$74,106	\$75,825
18	\$63,819	\$65,273	\$66,764	\$69,820	\$71,423	\$73,067	\$74,753	\$76,481
19	\$64,415	\$65,877	\$67,374	\$70,443	\$72,055	\$73,706	\$75,400	\$77,135
20	\$64,713	\$66,181	\$67,686	\$70,769	\$72,389	\$74,049	\$75,749	\$77,493

**Harding Township School
Teachers' Salary Guide
2004 - 2005**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD/EdD
1	\$39,366	\$40,260	\$41,176	\$43,055	\$44,040	\$45,051	\$46,087	\$47,148
2	\$39,666	\$40,560	\$41,476	\$43,355	\$44,340	\$45,351	\$46,387	\$47,448
3	\$39,966	\$40,860	\$41,776	\$43,655	\$44,640	\$45,651	\$46,687	\$47,748
4	\$40,618	\$41,549	\$42,502	\$44,458	\$45,485	\$46,537	\$47,616	\$48,721
5	\$42,171	\$43,139	\$44,133	\$46,169	\$47,238	\$48,334	\$49,457	\$50,608
6	\$43,791	\$44,800	\$45,834	\$47,954	\$49,067	\$50,208	\$51,376	\$52,575
7	\$45,477	\$46,528	\$47,605	\$49,811	\$50,971	\$52,158	\$53,376	\$54,623
8	\$47,235	\$48,329	\$49,450	\$51,748	\$52,955	\$54,192	\$55,459	\$56,759
9	\$49,060	\$50,199	\$51,366	\$53,759	\$55,015	\$56,303	\$57,623	\$58,975
10	\$50,963	\$52,149	\$53,365	\$55,857	\$57,164	\$58,505	\$59,880	\$61,288
11	\$52,944	\$54,179	\$55,445	\$58,039	\$59,400	\$60,796	\$62,227	\$63,694
12	\$55,007	\$56,293	\$57,610	\$60,311	\$61,729	\$63,183	\$64,672	\$66,199
13	\$57,154	\$58,491	\$59,863	\$62,676	\$64,152	\$65,666	\$67,217	\$68,806
14	\$59,390	\$60,796	\$62,238	\$65,193	\$66,744	\$68,334	\$69,964	\$71,634
15	\$61,719	\$62,830	\$64,594	\$67,578	\$69,144	\$70,750	\$72,417	\$74,083
16	\$63,597	\$65,030	\$66,500	\$69,513	\$71,094	\$72,715	\$74,376	\$76,080
17	\$64,838	\$66,285	\$67,769	\$70,810	\$72,407	\$74,043	\$75,721	\$77,440
18	\$65,463	\$66,917	\$68,408	\$71,464	\$73,067	\$74,711	\$76,397	\$78,125
19	\$66,088	\$67,550	\$69,047	\$72,116	\$73,728	\$75,379	\$77,073	\$78,808
20	\$66,713	\$68,181	\$69,686	\$72,769	\$74,389	\$76,049	\$77,749	\$79,493

G. Voluntary Employee Payroll Deductions

Implementation of payroll deductions for any of the following categories shall be in accordance with Board Policy 4142/4242, Salary Deductions.

1. Credit Union

An employee may elect to have a percentage of each monthly gross withheld. Such withholding must be requested in writing by the employee to the Board Secretary prior to the 25th of the month before such deduction is to become effective. The amount so authorized will be transmitted monthly to the employee's account in the Tri-County Federal Credit Union.

2. Tax Shelter

An employee may elect to have a percentage of each monthly gross withheld. Such withholding must be requested in writing by the employee on the appropriate form. The amount so authorized will be transmitted monthly to the employee's Tax Sheltered Annuity Account.

3. Cancellation

An employee may withdraw the written authorization at any time by filing a written notice of such withdrawal with the Board Secretary prior to the 25th of the month before such change is to become effective.

4. Flexible Spending Accounts

A Flexible Spending Account (FSA) is a type of cafeteria plan as permitted under Section 125 of the Internal Revenue Code that allows employees to choose a non-taxable benefit. Employees may choose to participate in an FSA by depositing pre-tax dollars into an Unreimbursed Medical and/or Dependent Care FSA. Employees elect to participate in an FSA during an annual open enrollment period. These elections may not change during the plan year unless a qualified change in status occurs. An individual may choose to participate in one or both of the FSA accounts.

5. Direct Deposit

An employee may elect to have his/her net pay deposited into one of their savings, checking or other investment accounts. Such requests need to be made in writing to the Board Secretary two months prior to the start of such direct deposit.

6. Pay Schedule

- a) A 10-month employee may elect a 10 or 12 month pay schedule.
 - 1) If they select a 10-month pay schedule, they will be paid in 20 equal, semi-monthly checks on the 15th and 30th of each month from September to June. (It should be noted that the first check of September will be moved to the first Friday that 10-month employees work.)
 - 2) A 10-month employee who selects a 12-month pay schedule will receive 24 equal, semi-monthly checks, 20 as described above plus four additional checks on the last payroll of the school year. It should be noted that no voluntary deduction or pension will be taken out of these last four checks.
- b) A 12-month employee will be paid in 24 equal semi-monthly payments on the 15th and 30th of each month.

H. Extra Curricular Activities

1. It is assumed that each employee will participate in assignment-related extra duties, i.e. faculty meetings, back-to-school nights, planning meetings, etc. without additional remuneration. Evening commitments including those mentioned above will be held to a maximum of four evenings. Employees required to attend more than four evening commitments will be compensated \$75.00 per evening.
2. Two conference days will be held, one in the fall and one in the spring with a 12:45 dismissal. Employees will make reasonable accommodations for parents outside of regularly scheduled conference hours on an as-needed basis.

I. Extra and Co-Curricular Salary Guide

Employees accepting leadership positions in extra curricular activities shall be compensated according to a schedule that considers the time and difficulty associated with the assignments. It is understood that the salary guide for extra curricular assignments is not to be construed as a guarantee that all positions will be offered. The Board of Education reserves the authority to determine if and when particular assignments are needed in the school district. Further, it is understood that assignments may be made more or less demanding, and that appropriate adjustments in salary must be

made on an individual basis in such cases. All extra-curricular assignments are to be advertised by June; they will be filled as is practical and at the discretion of the Superintendent.

Non-Athletic Extra Compensation

Non-Athletic extra compensation shall be paid in either of the following manners:

1. One third each in the second pay in November, February and June.
2. Equal semi-monthly payments for the remainder of the year.

Athletic Extra Compensation

All coaches will be compensated in a lump sum upon completion of the season to coincide with the last payment of November, February and June.

Extra pay to an employee for activities listed in Article II, Section I, 5a, 5b and 5c will cease whenever the activity is discontinued, or the employee no longer performs the extra curricular work. Extra pay will cease or be decreased if the activity is attended to as a scheduled period or periods within the school day. On the other hand, activities listed in Article II, Section I, 5a, 5b and 5c requiring out-of-school time will be paid on a pro-rated basis for the out-of-school time as determined by the administration.

1. Should the Board grant released time for any of these activities or include them as part of the employee's teaching assignment, compensation will be pro-rated accordingly.
2. Payment for Sports is based on a five day per week schedule. Should this schedule be reduced, payment will be pro-rated accordingly.
3. Individual contracts for extra curricular assignments will be issued before June 15 of the previous school year whenever possible.
4. The time/difficulty scale for extra curricular assignments will include four levels:
1 least-----4 most

Each point on the 2002-03 scale will be equal to \$453.50;
2003-2004 - \$474.00; 2004-2005 - \$496.00.

5. The 2002-05 extra curricular assignments may include:

a) Academic Assignments	Level	<u>Compensation</u>		
		02-03	03-04	04-05
Math Chairperson	4	\$1814	\$1896	\$1983
Reading Chairperson	4	1814	1896	1983
Language Arts Chairperson	4	1814	1896	1983
Social Studies Chairperson	4	1814	1896	1983
Science Chairperson	4	1814	1896	1983
Spec. Subjects (Art, Music, PE, Library) Chairperson	4	1814	1896	1983
Literary Magazine	3	1361	1422	1488
Newspaper	4	1814	1896	1983
G/T/Enrichment Coordinator	2	908	949	992
Yearbook	4	1814	1896	1983
Family Science (per 6-week session)	1	454	474	496
Family Math (per 6-week session)	1	454	474	496
Peer Tutor Coaches (2 coaches x 2 days per week for 30 weeks, 1 hour sessions)	4	1814	1896	1983

b) Non-Academic Assignments	Level	<u>Compensation</u>		
		02-03	03-04	04-05
Student Council	4	\$1814	\$ 1896	\$1983
Grade 7 Advisor	3	1361	1422	1488
Grade 8 Advisor	3	1361	1422	1488
Cyber Seniors (per session)	1	454	474	496
Athletic Director	5	2270	2372	2481
Overnight Chaperone (per night)	0.5	227	237	248
Bus Supervisors (2 Supervisors X 5 days or divided equally) (3:05 to 3:20 p.m.)	3	1361	1422	1488

<u>c) Athletics</u>		<u>Compensation</u>
<u>Steps *</u>		<u>Fall-Spring</u>
		<u>02-03**</u>
0-1		\$1752
2		1894
3		2033
4		2174
5		2314
6		2453
7		2594
8		2734
9		2879
10		3015
<u>Steps *</u>		<u>Winter</u>
		<u>02-03</u>
0-1		\$2384
2		2525
3		2664
4		2805
5		2944
6		3084
7		3225
8		3365
9		3505
10		3647
<u>Steps *</u>		<u>Cheerleading</u>
		<u>02-03</u>
0-1		\$1052
2		1191
3		1320
4		1472
5		1613
6		1752
7		1894
8		2033
9		2174
10		2313

*Represents Years of Coaching Experience.

**Coaching Guides for 03-04 and 04-05 will be added as an addendum when negotiations between the Board and HTEA for this portion of the contract are completed.

d) Assistant Coaches will be appointed (according to student interest and space availability) when deemed necessary by the Athletic Director and Superintendent. Assistant Coaches will earn \$100.00 less than the contractual salary paid to Head Coaches.

J. Health Care Benefits

For the term of this Contract, all staff will be provided with PPO coverage as the baseline coverage. Staff members may select individual, husband/wife, parent/child, or family coverage. Staff members who prefer traditional plan coverage may opt for same by paying for the differential in cost on a semi-monthly basis. Prior to July 1 of each year covered by this Contract, employees may waive their medical coverage for the succeeding year and be compensated as per the following schedule:

Family:	\$1800.00
Husband/Wife:	\$1200.00
Parent/Child:	\$ 900.00
Single:	\$ 650.00

Provision will be made for re-entry into medical coverage in the event of material change in the employee's situation, for example, loss of spousal coverage.

K. Miscellaneous Health Benefits1. Dental

The Board will pay full premium for each employee's single-person dental plan, for those employees who are eligible. The Board will pay the additional premium for husband/wife coverage, subject to a maximum annual payment of \$14,000 for all represented employees of the district. The number of employees subscribing to family dental will be based on the October bill. Prior to July 1 of each year covered by this Contract, employees may waive their dental coverage for the succeeding year and be compensated as per the following schedule:

Single:	\$ 300.00
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Provision will be made for re-entry into dental coverage in the event of material change in the employee's situation, for example, loss of spousal coverage.

2. Prescription Plan

The Board agrees to provide single-person prescription coverage. The employee co-pay for the prescription plan is \$15 for mail order/\$20 for generic/\$25 for name brand.

Prior to July 1 of each year covered by this Contract,

3:05).

Teachers shall be compensated as follows for a five-day cycle:

Middle School

- 30 teaching periods
- 10 preparation periods - 3 shall be designated
- 5 30-40 minute duty-free lunches

Elementary School

- 9 1/2 periods of Exploratory (some combination of Music, Physical Education, Enrichment, Art, Spanish and Library)
- 3 periods shall be designated
- 5 duty-free lunch/recess periods

Each of the above components shall not be less than 20 minutes in duration.

In the event that an employee's schedule provides less preparation time than is specified above, the employee will be remunerated:

- \$30.00 per class period for assignments of 5 days or less
- on a pro-rated basis, or a minimum of \$30.00, for assignments of more than 5 consecutive days or after 10 days in the same assignment for a given school year.

Final schedule determination will be made by the Superintendent.

Teachers attending Child Study Team meetings outside of the workday will be remunerated \$40.00 per 45 minutes. For evening meetings, the time shall be counted beginning at 3:05 p.m. until the end of the meeting. Morning meetings will be compensated from the beginning of the meeting until 8:15 a.m.

N. Teacher's Workday

The teacher's workday shall be 6 hours and 50 minutes long. Depending upon the assignment, teachers are expected to arrive by either 7:35 a.m. or 8:15 a.m. Teachers beginning at the earlier time are to remain until 2:25 p.m. All teachers beginning at the later time are to remain until 3:05 p.m. If teachers find it necessary to leave earlier on a specific day, they are to notify the office to that effect.

O. Pupil Contact Time

1. School day begins at 8:30 a.m.
2. Middle School teachers will teach 1,200 minutes per week, and they will have 400 minutes of "prep" time per week.
3. Elementary School teachers will teach 1,220 minutes per week, and they will have 380 minutes of "exploratory" time per week.
4. Up to 120 minutes of prep/exploratory time may be designated by the administration.
5. Every teacher will have a 30-40 minute duty-free lunch.

P. In-Service Scheduling

In-Service Workshops that are 1/2-day sessions shall begin 45 minutes after dismissal and conclude at 3:05 p.m.

Q. Part-time Teachers

1. Part-time teachers shall be scheduled and assigned duties in all respects based upon the fraction of full time for which they are employed.
2. Part-time teachers shall be paid the same fraction of the salary guide amount for which they are employed.

R. Non-Resident Teacher Tuition

Teachers currently employed at Harding Township School shall be eligible to send their children to Harding Township School at 60% of the advertised tuition rate. All provisions and requirements regarding non-resident tuition shall apply.

S. Curriculum Writing

Teachers participating in curriculum writing shall be compensated \$2000 per project not to exceed 100 hours or \$150.00 per day for a 6-hour day.

T. Use of Faculty Room

Every attempt shall be made not to use the faculty rooms as student instructional areas.

U. After-School Detention Duty

Compensation for after-school detention duty and follow-up tasks to be at the rate of \$30.00 per hour.

V. Mentoring

Positions for mentoring shall be posted and remunerated by their respective mentees. Mentors will be assigned if no one qualified applies. No teacher will be assigned to mentor more than twice in a three-year period.

W. Number of Departments

Regular education Middle School teachers will teach in no more than two departments at any time.

X. Teaching Assignments

Every effort shall be made to provide each teacher, in writing, by June 1st, or as soon as possible thereafter, a copy of his/her tentative teaching assignments.

Y. Change of Classroom

Teachers will not be required to move materials.

ARTICLE III
EMPLOYEE EVALUATION
AND
PERSONNEL FILE

A. Employee Evaluation

1. To the extent allowed by law, HTEA and the Board agree that the development or revision of evaluation procedures shall be the result of mutual discussions among the Board, Superintendent and HTEA as per Policy 4116.
2. HTEA recognizes that final determination in these matters rests with the Board and its staff liaison, the Superintendent.

B. Personnel File

1. The Board recognizes that an employee has the right to have access to his/her personnel file and to review all such material as may be contained in this file.
2. Employees will be informed before any material, which could have an adverse effect on the employee's status, is placed in the personnel file.
3. An employee has the right to submit a written rebuttal to any material that he feels is inappropriate or obsolete. This rebuttal will be reviewed by the Superintendent and attached to the file copy.

ARTICLE IV

LEAVES

A. Personal Illness

1. All employees shall be entitled to ten days of sick leave paid at each employee's standard rate, for personal illness during the school year. The number of sick leave days not used by the employee during a school year, shall be added to the individual employee's accumulated sick leave. Sick leave days in a given year are defined as equal to the fulltime equivalent for which an employee is employed.
2. When an individual employee's absence due to personal illness exceeds the employee's yearly entitlement of paid sick leave plus any accumulated sick leave days as described in the above paragraph, the Board of Education may approve the payment of additional sick leave at full pay for a period of up to, not to exceed forty school days.

B. Personal Leave

Three days of personal leave will be granted for situations of a personal nature, with the prior approval of the Superintendent or for an emergency situation arising that precludes prior approval.

These personal days shall not be taken before or after a vacation without the prior approval of the Superintendent. Up to two unused personal days per school year may be added to the accumulated sick leave, as in A.1.above.

1. Temporary Leave of Absence with Pay

In addition to three days of personal leave, paid personal leave will be granted up to a total of five days in any one school year for the following reasons:

- a. Up to five days' leave will be granted for a death in the immediate family (child, spouse, parent/spouse's parent, and/or sibling). The Board may grant additional days for personal leave in the event that a second death occurs in the immediate family.
- b. Up to five days' leave will be granted for an illness in the immediate family, with the approval of Superintendent. The Board may grant additional

days for personal leave in the event that a second illness occurs in the immediate family.

- c. One day's leave will be granted for the death of any other relative, a close friend or any member of the immediate household, with the prior approval of Superintendent.

2. Leaves of Absence

a. Disability Leaves

- 1) An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - a) In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
 - b) No later than 90 days prior to the anticipated delivery date, the employee shall request a leave of absence while she is disabled, for which accumulated sick leave shall be utilized.
- 2) The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve continuity. When this occurs, an employee who is placed on a disability leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual toward longevity and sabbatical.

b. Family Medical Leaves (Including Child Care Leaves)

- 1) Family medical leave is available to eligible employees either through statutes or through the provision of this article. An employee opting for statutory leave shall not be eligible for contractual leave.
- 2) To be eligible for contractual family medical leave, the employee must have been actively employed in the district for the full academic year prior to the requested leave.

- 3) Contractual family medical leave shall begin immediately upon:
 - a) the termination of the disability leave defined above, or
 - b) on September 1 or February 1.
- 4) Contractual family medical leave shall terminate at the end of the school year in which the leave was granted. Extensions, not to exceed one year, or other adjustment to the duration of the leave, shall be at the recommendation of the Superintendent and the approval of the Board of Education; however, employees must be tenured to be considered for such extensions. Such leave will be without employee benefits.
- 5) An employee desiring an unpaid family medical leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
- 6) Contractual family medical leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.
- 7) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 90 days in the school year that the leave commences or terminates.
- 8) An employee on a voluntary unpaid family medical leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board shall, however, continue group health plans for a period equal with the approved leave, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.

- 9) In situations where extenuating circumstances occur, any of the above requirements may be waived upon recommendation of the Superintendent, with approval of the Board.

c. Other Leaves of Absence

- 1) To be eligible for other leaves, the employee must have been actively employed in the district for the full academic year prior to the requested leave.
- 2) Other leaves of absence shall at the recommendation of the Superintendent with Board approval; however, employees must be tenured to be considered for such extensions.
- 3) An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated leave.
- 4) Other leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.
- 5) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 90 days in the school year that the leave commences or terminates.
- 6) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board shall not continue group health plans for the period of leave. The employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
- 7) In situations where extenuating circumstances occur, any of the above requirements may be waived upon recommendation of the Superintendent, with Board approval.

ARTICLE V

PROFESSIONAL GROWTH AND DEVELOPMENT

A. In-Service

1. Four In-Service days for Professional Development will be part of the school year. The decision for planning these days will be made between the Superintendent and the Faculty.
2. One of these four days will be a six hour and fifty minute session before the first day of student attendance. Planning for the school year with the administration will occur in the morning. The afternoon will be devoted to teacher planning and classroom preparation.
3. The dates of the In-Service program shall be established by the Superintendent, approved by the Board, and included in the annual school calendar.
4. New employees will be expected to report for one day of orientation in addition to the general staff in-service day. If additional days are required, they will be remunerated at \$150.00 per day.

B. Individualized Professional Development

1. Employees shall annually participate in at least one professional growth activity in addition to the District's in-service program.
2. Professional growth activity will be defined as attendance at a conference or convention, enrollment in a graduate course that has a direct relationship to the employee's assignment, visitation to a school or other educational program, or participation in an approved field study experience.
3. The activity shall be mutually agreed upon by the Superintendent and employee and be subject to conditions set forth in Article V, D. Tuition Reimbursement.
4. When attendance at a course or other program is required by the administration outside of normal school hours, employees will be reimbursed at the rate of \$20 per hour.

C. Faculty Meetings

Faculty, committee or other meetings shall be a maximum of two per month and shall end one hour after stated meeting time. Meeting times to begin no later than 3:15 PM. There will be an extra two meetings per month before school, starting at 7:45 a.m. to increase professional time to a total of 12 hours.

D. Graduate Courses

Employees will be reimbursed full tuition expenses at rates equivalent to those for comparable courses at the New Jersey State University. Courses to which reimbursement will apply will be those that have a demonstrable relationship to the employee's assignment at Harding Township School. An employee receiving sabbatical leave benefits will not be eligible for such tuition reimbursement.

1. All requests for such reimbursement of tuition expenses must have the prior approval of Superintendent and of the Board and must be accompanied by evidence of an official transcript showing a grade of "B" or better (or satisfactory completion if the student is graded on a Pass/Fail basis) received by the student in the course and a receipted bill for tuition paid.
2. Reimbursement otherwise allowable under Section A shall be denied if the written request for an anticipated reimbursement has not been received by the office of the Board Secretary by the Date of Official Intention.

Only courses taken in the school year or calendar year following the date of official intention shall be eligible for reimbursement.

3. An employee shall be reimbursed for up to 12 credits in any school year and up to 18 credits in any calendar year. The district in any fiscal year will reimburse no more than 100 credits.
4. In the event that employees take course work exceeding 100 credits budgeted for each fiscal year, reimbursement shall occur chronologically in the order of the following levels:

Level 1: For courses for those matriculated in a program directly related to an advanced degree in education

Level 2: For courses in the assigned field of employment

Level 3: For courses taken in the general field of education.

After Level 1 reimbursements are awarded, Level 2 reimbursements shall be considered, etc.

E. Other Professional Development

The district will pay for other professional development, distance learning programs, conferences, workshops, etc., which, in the judgment of the Superintendent, are directly related to an employee's assigned work even if such distance learning programs, conferences, workshops, etc., are not a part of a program leading to a degree in the field of education.

All requests for payment of the above must have had the prior approval of Superintendent and must be accompanied by evidence of satisfactory completion of the course, distance learning program, conference, workshop, etc., by the employee.

ARTICLE VI

SUPPORT STAFF - SECRETARIES AND CLERKS

The information in this article pertains to Secretaries and Clerks employed by the Harding Township Board of Education. For the remainder of this article, employee refers to Secretaries and Clerks only.

Date of Official Intention: December 1 of the year preceding the new fiscal year (July 1-June 30).

A. Salaries

Salaries and stipends include the following:

1. Salary Guide
2. Maxima
3. Longevity

The term "step" refers to a vertical position on the guide. Employees will move to a new step each year based on satisfactory evaluations.

1. Salary Guide

**Salary Guide
Secretary (12 month)**

	2002-2003	2003-2004	2004-2005
A	\$29,300	\$29,700	\$30,300
B	\$30,100	\$30,619	\$31,066
C	\$30,800	\$31,455	\$32,027
D	\$31,300	\$32,186	\$32,901
E	\$32,565	\$33,022	\$33,667
F	\$33,000	\$33,895	\$34,600
G	\$33,450	\$34,485	\$35,596
H	\$34,200	\$34,900	\$36,071
I	\$34,500	\$35,650	\$36,450
J	\$34,900	\$36,053	\$37,200

Clerk (12 month)

	2002-2003	2003-2004	2004-2005
A	\$32,771	\$33,271	\$33,834
B	\$33,310	\$34,246	\$34,801
C	\$33,833	\$34,809	\$35,821
D	\$34,377	\$35,355	\$36,411
E	\$35,287	\$35,924	\$36,982
F	\$36,196	\$36,874	\$37,577
G	\$37,104	\$37,824	\$38,571
H	\$38,013	\$38,773	\$39,564
I	\$38,920	\$39,724	\$40,557
J	\$39,829	\$40,671	\$41,551

2. Maxima

An employee will be eligible for additional salary for each year of service in the District completed beyond the top step on the salary guide. Additional salary is awarded according to the following schedule:

Years Beyond Top Step	% Increase Above Top Step
1	2%
2	3%
3	4%
4	5%
5	6%
6	6.5%

7	7%
8	7.5%

3. Longevity

Employees who have been in the District for 15 years shall receive 1 1/2% of their base salary beginning in July of their 16th year.

B. Health Care Benefits

For the term of this Contract, all staff will be provided with PPO coverage as the baseline coverage. Staff members may select individual, husband/wife, parent/child, or family coverage. Staff members who prefer traditional plan coverage may opt for same by paying for the differential in cost on a monthly basis. Prior to July 1 of each year covered by this Contract, employees may waive their medical coverage for the succeeding year and be compensated as per the following schedule:

Family:	\$1800.00
Husband/Wife:	\$1200.00
Parent/Child:	\$ 900.00
Single:	\$ 650.00

Provision will be made for re-entry into medical coverage in the event of material change in the employee's situation, for example, loss of spousal coverage.

1. Dental

The Board will pay full premium for each employee's single-person dental plan, for those employees who are eligible. The Board will pay the additional premium for husband/wife coverage, subject to a maximum annual payment of \$14,000 for all represented employees of the district. The number of employees subscribing to family dental will be based on the October bill. Prior to July 1 of each year covered by this Contract, employees may waive their dental coverage for the succeeding year and be compensated as per the following schedule:

Single:	\$300.00
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Provision will be made for re-entry into dental coverage in the event of material change in the employee's situation, for example, loss of spousal coverage.

2. Prescription Plan

The Board agrees to provide single-person prescription coverage. The employee co-pay for the Prescription Plan is \$15 for mail order/\$20 for generic/\$25 for name brand.

Prior to July 1 of each year covered by this Contract, employees may waive their prescription coverage for the succeeding year and be compensated as per the following schedule:

Single: \$300.00

Provision will be made for re-entry into prescription coverage in the event of material change in the employee's situation, for example, loss of spousal coverage.

3. Disability

The Board will provide single disability coverage to employees covered by this Contract.

D. Workday

The secretaries and clerks shall work 8 hours per day. The day shall be 8:00 a.m. to 4:00 p.m. with one hour of breaks - including lunch. Secretaries who work additional hours at the request of their Supervisor will be compensated at time and a half. Secretaries shall not be required to work evenings.

If at the discretion of the Superintendent, summer hours are instituted, these shall apply to the above-mentioned Secretaries and Clerks.

When school is closed due to inclement weather or other emergency closings, employees will not be required to report for work for the first three closings; thereafter, the Superintendent will decide the need to report to work.

E. Work Year

Secretaries/Clerks shall work no more than 240 days without extra remuneration. Extra days shall be compensated at 1/240th of their contracted salary. Employees shall follow the administrative calendar.

Employees that work part of a year, for any reason, must work at least 120 days to accrue credit toward a salary increment, time toward vacation and time toward longevity.

F. Vacation Schedule

Employees shall be entitled to vacation time according to the following schedule:

1-5 years	10 days
6-10 years	15 days
11+ years	20 days

With the approval of the superintendent, a maximum of five (5) vacation days may be carried over to the next school year. Vacations may be taken during the school year with prior approval of the immediate Supervisor and the Superintendent.

Vacation days are earned annually at the end of each school year. If an employee works less than the full school year, then days will be allocated at a rate of one day per month (no matter how many years in the District).

Vacation days are normally used in the year after they are earned. However, during the first year of this Contract, Secretaries may borrow up to ten days against their year-end allocation of vacation days.

During the first year of this Contract, employees hired after July 1 shall accrue one day of vacation time for each month worked, up to 10 days.

G. Personal Illness

All Secretaries and Clerks shall be entitled to 12 days of paid sick leave per year. The number of sick days not used shall be added to the employee's accumulated sick leave. Days accumulated prior to adoption of this Contract will be included. Sick leave days in a given year are defined as equal to the full-time equivalent for which an employee is employed.

When an employee's absence due to personal illness exceeds the yearly entitlement of sick leave, plus any accumulated sick leave days as described above, the Board of Education may approve the payment of additional sick leave at full pay for a period of up to, but not to exceed 40 school days.

H. Personal Leave

Three days of personal leave will be granted for situations of a personal nature, with the prior approval of the Superintendent or for an emergency situation arising that precludes prior approval.

These personal days shall not be taken before or after a vacation without the prior approval of the Superintendent.

1. Temporary Leave of Absence with Pay

In addition to three days of personal leave, paid personal leave will be granted up to a total of five days in any one school year for the following reasons:

- a. Up to five days' leave will be granted for a death in the immediate family (child, spouse, parent/spouse's parent, and/or sibling). The Board may grant additional days for personal leave in the event that a second death occurs in the immediate family.
- b. Up to five days' leave will be granted for an illness in the immediate family, with the approval of Superintendent. The Board may grant additional days for personal leave in the event that a second illness occurs in the immediate family.
- c. One day's leave will be granted for the death of any other relative, a close friend or any member of the immediate household, with the prior approval of the Superintendent.

2. Leaves of Absence

a. Disability Leaves

1) An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.

a) In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.

b) No later than 90 days prior to the anticipated delivery date, the employee shall request a leave of absence while she is disabled, for which accumulated sick leave shall be utilized.

2) The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve continuity. When this occurs, an employee who is placed on a disability leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However,

time spent on an unpaid leave shall not be counted for accrual toward longevity and sabbatical.

- b. Family Medical Leaves (Including Child Care Leaves)
- 1) Family medical leave is available to eligible employees either through statutes or through the provision of this article. An employee opting for statutory leave shall not be eligible for contractual leave.
 - 2) To be eligible for contractual family medical leave, the employee must have been actively employed in the district for the full academic year prior to the requested leave.
 - 3) Contractual family medical leave shall begin immediately upon:
 - a) the termination of the disability leave defined above, or
 - b) on September 1 or February 1.
 - 4) Contractual family medical leave shall terminate at the end of the school year in which the leave was granted. Extensions, not to exceed one year, or other adjustment to the duration of the leave, shall be at the recommendation of the Superintendent and the approval of the Board of Education; however, employees must be tenured to be considered for such extensions. Such leave will be without employee benefits.
 - 5) An employee desiring an unpaid family medical leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
 - 6) Contractual family medical leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.
 - 7) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 90 days in the school

year that the leave commences or terminates.

- 8) An employee on a voluntary unpaid family medical leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board shall, however, continue group health plans for a period equal with the approved leave, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
- 9) In situations where extenuating circumstances occur, any of the above requirements may be waived upon recommendation of the Superintendent, with approval of the Board.

c. Other Leaves of Absence

- 1) To be eligible for other leaves, the employee must have been actively employed in the district for the full academic year prior to the requested leave.
- 2) Other leaves of absence shall at the recommendation of the Superintendent with Board approval; however, employees must be tenured to be considered for such extensions.
- 3) An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated leave.
- 4) Other leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.
- 5) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 90 days in the school year that the leave commences or terminates.
- 6) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board shall not continue group health plans for the period of leave. The employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.

- 7) In situations where extenuating circumstances occur, any of the above requirements may be waived upon recommendation of the Superintendent, with Board approval.

I. Professional Growth and Development

Employees may be granted two professional days per year at the discretion of the Superintendent. These days shall be directly related to the employee's position and will be approved by the immediate Supervisor and at the discretion of the Superintendent. The District shall pay the fees for these courses.

J. HTEA Meetings

Secretaries and Clerks who are members of the HTEA shall be permitted to attend monthly HTEA meetings.

K. Health Benefit Adjustment

Health benefit changes should be adjusted to be in sync with those of certificated staff.

L. Banked Personal Days

Banked personal days should be adjusted to be in sync with those of certificated staff.

ARTICLE VII
SABBATICAL LEAVE

A. Purpose

To provide an opportunity for employees to broaden and enhance their professional competency through full-time educational programs.

B. Benefits

Basic policy will be to grant one year Sabbatical Leave with half pay at a rate for the step on the salary guide to which the employee would have advanced had he continued teaching in the District. Upon returning, the employee will advance to the next step on the Salary Guide.

C. Eligibility

An employee will be eligible for Sabbatical Leave after completing seven years' continuous service in the District that has not been interrupted by any sabbatical or extended leave of absence without pay.

1. An employee granted Sabbatical Leave may re-apply after completing an additional seven years' continuous service that has not been interrupted by any extended leave of absence.
2. An employee granted Sabbatical Leave must agree to teach for two years in the District following return from leave or repay full salary received less tuition while on leave.
3. An employee, during Sabbatical Leave, must review with Superintendent activities to assure continued leave benefits.
4. Sabbatical leaves will be granted for full-time research, study and related programs that emphasize academic improvement beneficial to the District.

D. Administration

1. Applications for Sabbatical Leave in the following school year must be received by the office of the Board Secretary by the Date of Official Intention (see

definition).

2. Each application should consist of a written request stating reasons for the Sabbatical Leave, type of study to be followed, other activities, etc. To become effective, an application must be judged on its own merit, endorsed by the Superintendent, and approved by the Board.
3. Contributions to Pension, Medical, Social Security or similar benefit plans will be made for an employee on Sabbatical. To assure full benefit plan credit for the year of Sabbatical and to maintain continuity in each plan, an employee on sabbatical leave should request that appropriate deductions be made from Sabbatical Leave payments.
4. Employees granted sabbatical leave will assist substitute employees in planning school curriculum activities for the year of leave.
5. Applications for Sabbatical Leave must be renewed each year.
6. Arrangements concerning incompleting Sabbatical Leaves, granted Sabbatical Leaves that cannot be taken, or similar situations, will be determined by the Board.
7. Upon return from Sabbatical Leave, an employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence and he/she shall be credited with all other benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

ARTICLE VIII

POLICY MANUAL CHANGES

HTEA recognizes that it is within the sole jurisdiction and discretion of the Board to set policies for the operation of the District. Such policies are contained in the Board Policy Manual. The Board agrees to inform HTEA of proposed changes or additions to the policy manual and invite comments. This does not limit in any way the exclusive authority and discretion of the Board to make such changes or additions as it deems proper.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definition

A grievance is a formal complaint by an employee or HTEA based upon an alleged violation, misinterpretation, or misapplication of policies, administrative decisions, the agreement and statutes and regulations affecting terms and conditions of employment.

B. Procedure

An employee or HTEA shall first discuss his/her or its grievance with the Superintendent in an attempt to resolve the matter informally. The right to grieve must be exercised within 45 days of the occurrence as defined in Section A. Beyond 45 days it will be deemed waived. If the matter cannot be resolved informally to the mutual satisfaction of both parties, then the following shall apply:

1. The employee or HTEA shall set forth the grievance in writing and deliver it to the Superintendent within ten calendar days after the failure of the informal procedure described in Paragraph B. The Superintendent shall communicate his decision in writing to the employee or HTEA within five school days after filing.
2. If dissatisfied, the employee or HTEA may appeal the Superintendent's decision to the Board, in writing, within ten school days after receipt by the employee or HTEA of the Superintendent's written decision. The Board will communicate its decision in writing to the employee or HTEA within ten school days.
3. If the employee or HTEA is dissatisfied with the decision of the Board, he/she or HTEA may, within ten school days following receipt of the Board's decision, give notice that he/she or HTEA wishes advisory arbitration. If the employee or HTEA fails to appeal the decision rendered at this or a prior step within the time limits specified, the original grievance and any appeals of it shall be null and void. Non-binding arbitration of any grievance shall be conducted by one person, mutually acceptable to both the employee or HTEA and Board, who shall be chosen promptly following the employee's or HTEA's notice of appeal.

4. The arbitrator can add nothing to nor subtract anything from this Agreement. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The decision of the arbitrator shall not be binding upon the Board. The costs and services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the employee or HTEA. The party incurring them shall pay any other expenses incurred.

C. Court Decision

If the obligation to include any portion of this Article were reversed by Court decision, such portion shall be null and void.

ARTICLE X

SAVINGS CLAUSE AND SEPARABILITY

The terms and conditions of employment in effect on the signing of this Agreement may not be changed or modified by either party except as the result of mutual discussion between the Board and the HTEA.

The terms and conditions shall be limited to those that meet the following criteria:

- a. The existence of the practice can be proven.
- b. The practice must be long standing.
- c. The practice occurs regularly, not randomly, in the same circumstances.
- d. The practice occurs frequently.
- e. Both parties know of and accept the practice.

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.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. 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.

ARTICLE XII

REPRESENTATION FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representation.

The association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

In witness whereof the Harding Township Education Association has caused this Agreement to be signed by its President, attested by its Secretary, and the Harding Township Board of Education has caused this Agreement to be signed by its President, attested by its Secretary, and its Corporate Seal to be placed thereon, all on the day and year first above written.

DATE: July 1, 2002

HARDING TOWNSHIP EDUCATION ASSOCIATION

By _____
President

ATTEST:

Secretary

HARDING TOWNSHIP BOARD OF EDUCATION

By _____
President

ATTEST:

Secretary