



NEGOTIATED AGREEMENT
BY AND BETWEEN
HARRISON TOWNSHIP BOARD OF EDUCATION
AND
HARRISON TOWNSHIP EDUCATION ASSOCIATION
OF
MULLICA HILL, NEW JERSEY.
2007-2010

TABLE OF CONTENTS

Article I	Recognition	Page 2
Article II	Negotiations Procedure	Page 3
Article III	Association Rights and Privileges	Page 4
Article IV	Employee Rights	Page 6
Article V	Management Rights	Page 7
Article VI	Grievance Procedures	Page 8
Article VII	Teaching Hours and Duties	Page 12
Article VIII	Staff Evaluation	Page 14
Article IX	Professional Development	Page 15
Article X	Sick Leave	Page 16
Article XI	Personal Leave	Page 17
Article XII	Health and Disability Insurance	Page 20
Article XIII	Work Continuity	Page 22
Article XIV	Mentor Teacher	Page 22
Article XV	Professional Staff Salaries – Method of Payment	Page 23
Article XVI	Longevity	Page 23
Article XVII	Salary Schedules	Page 23
Article XVIII	Duration of Agreement	Page 24
Support Staff Subsection		Pgs. 25-29
Salary Schedule Sheets		Pgs. 31-37

NEGOTIATED AGREEMENT

BY AND BETWEEN

HARRISON TOWNSHIP BOARD OF EDUCATION,
MULLICA HILL, NEW JERSEY

AND

HARRISON TOWNSHIP EDUCATION ASSOCIATION,
MULLICA HILL, NEW JERSEY.

This agreement is entered into this first day of July 1, 2007 by and between the Harrison Township Board of Education, hereafter called the Board, and the Harrison Township Education Association, hereinafter called the Association.

ARTICLE I - RECOGNITION

- A. The Harrison Township Board of Education, hereafter known as the Board, hereby recognizes the Harrison Township Education Association, hereafter known as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time and part-time professional certified salaried teachers under contract of the professional unit as defined in paragraph B. of this Article and the support unit as defined in paragraph C. of this Article; provided, however, that any individual members of a designated unit or group of members shall have the right at any time to present grievances to the Board. Full time for all employees is defined as thirty (30) or more hours per week.
- B. It is agreed that the following members of the professional staff of the Harrison Township Public School constitute what the parties hereto believe to be an appropriate "professional unit" for purposes of negotiating terms and conditions of employment as contemplated by the New Jersey Public Employer-Employee Relations Law:
- * Classroom Teachers
 - * Special Subject Teachers
 - * Basic Skills Teachers
 - * Special Education Teachers
 - * Guidance Counselors
 - * Learning Disability Specialists
 - * Nurses

- * Librarian/Media Specialists
 - * Social Workers
 - * Speech Language Specialists
 - * School Psychologists
-

C. It is agreed that the following members of the support staff of the Harrison Township Public Schools constitute what the parties hereto believe to be an appropriate "support unit" for purposes of negotiating terms and conditions of employment as contemplated per the New Jersey Public Employer-Employee Relations Law:

- * Secretaries
- * Receptionists
- * Instructional Assistants
- * Special Education Teacher Assistants
- Special Education Aides
- * General Aides
- * Custodians

D. It is agreed that professional and support units shall not include the following:

- * Superintendent
- * Director of Curriculum and Instruction
- * Business Administrator/Board Secretary
- * Principals and Assistant Principals
- * Maintenance Supervisor
- * Transportation Supervisor/Attendance Officer
- * All confidential and/or supervisory secretaries
- * Bus Drivers

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. Representatives of the Board and the Association shall enter into collective negotiations over a successor agreement in accordance with existing State laws in an effort to reach agreement on all matters concerning the terms and conditions of employment of staff covered by this agreement.
- B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et. seq., on or about 120 days prior to submission date of the budget.
- C. Both the Board and the Association reserve to themselves the final and ultimate authority concerning any agreement to a successor agreement.

- D. The Board shall post the agreement on-line where it can be accessed by the Association and individual staff members, and printed as needed.
-

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Harrison Township Education Association shall have the privilege to use a school building at all reasonable hours for meetings. The Administration shall be notified in advance, in writing, of the time and requested location of all such meetings. The Administration's approval must be obtained in advance of such meetings.
- B. Association officers, committees, representatives and members will not conduct business during work hours without specific authorization from the Superintendent. This shall not preclude a meeting held during the employee's duty-free period. The Association president may use unassigned time prior to the students' school day and after student dismissal for association business. County or Regional, State and National Association representative(s) shall secure the permission of the Superintendent before visiting a work location or meeting with an employee(s) during work hours.
- C. The Association shall be allocated meeting time on the first day in-service immediately before the lunch break; or at some other time acceptable to the Superintendent.
- D. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes with the prior knowledge of the building principal for the dissemination of appropriate material. The Association shall have the right to use the district's e-mail in accordance with the Board's Acceptable Use Policy. The Association will indemnify and hold the Board harmless against liabilities arising out of the Association's use of inter-school mail and the use of the district's e-mail system.
- E. The Association shall have permission to use school equipment, subject to administrative approval and as long as such equipment remains in the same school building, including: all types of duplicating equipment, computers, and all types of audiovisual equipment at a reasonable time when such equipment is not otherwise in use. Such equipment is to be used by the Association for Harrison Township School District business only. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

- F. The Association shall have the right to provide and install a bulletin board in the faculty lounge of each building for the exclusive use of the Association.
- G. Whenever any representative of the Association or any employee acting as a representative of the Association participates during working hours at the request of the Board of Education in negotiations, mediation sessions, fact-finding sessions or grievance proceedings, he/she shall suffer no loss in pay. The Board is in no way obligated by this provision to pay for the services of Association representatives who are not employees of the Harrison Township School District.
- H. The Board agrees to furnish the Association, in response to reasonable requests, copies of all material distributed to the public through the Superintendent of Schools. The Board agrees to furnish to the Association president one (1) copy of each Board meeting agenda and one (1) copy of the Board Meeting minutes, for each building, within three (3) days after the minutes are approved. The Board shall provide the Association copies of all new or revised Board policies within ten (10) days of final approval.

ARTICLE IV - EMPLOYEE RIGHTS

- A. The Board and the Association hereby agree that every employee of the Board shall have the right to freely organize, join and support the Association, its activities and affiliates for the purpose of engaging in collective negotiations, or to refrain from all or any said activities. The Board and the Association further agree that they shall not directly or indirectly discourage, deprive, or coerce any employee in the exercise of these rights.
- B. No employee shall be disciplined or reduced in rank, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public by either party until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.
- C. Whenever any employee is required to appear before the Superintendent, the Board of Education, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

- D. Letters of non-renewal or dismissal shall be delivered to the affected staff member after student dismissal.

ARTICLE V - MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, limited by the specific provisions of the Agreement, sole jurisdiction and authority, in accordance with applicable laws and regulations, including, but without limiting the generality of the foregoing, the following rights:
1. To hire, promote, transfer, assign and retain employees in positions within the school district and for just cause to suspend, discharge, or take other disciplinary action against employees.
 2. To abolish any such position for reasons of economy or due to reduction in the number of pupils or of change in the administration or supervisory organization of the district for other good causes.
 3. To maintain the efficiency of the school district operation entrusted to them.
 4. To determine the means by which such operations are to be conducted.
 5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
 6. To determine the number of employees.
 7. To determine staffing patterns and areas worked, to control and regulate use of facilities, supplies, equipment, materials and any other property of the Board.
 8. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.
 9. In recognition of the rulings of the courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. Definitions

1. A grievance is a claim based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting terms and conditions of employment.

2. A grievant is the person or persons making the claim.

3. "Days" means required employee days.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.

2. Formal grievances and appeals shall be filed in writing.

3. Communications and decisions concerning formal grievances shall be in writing.

4. A grievant shall be permitted a representative at all levels of the procedure.

5. A grievance not brought to Level One (informal) within fifteen (15) days from the date of the alleged grievance shall be considered waived.

6. If the grievant fails to follow the time limits agreed upon, the grievance shall be waived. If the Administration or the Board fails to respond within the time limits agreed upon, the grievance shall be moved to the next step.

7. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the next school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable, but time limits will be shortened by mutual consent.

8. The number of days indicated at each level shall be the maximum; however, the time limits specified may be extended by mutual agreement.

9. Specific items not to be considered as falling into the realm of the grievance procedure shall include:

- a. Failure to retain a non-tenured employee in the Board's employ.

- b. A problem or problems for which a specific remedy or remedies are provided by law.
 - c. A complaint upon which the Commissioner of Education, the State Board of Education, or the courts of the State of New Jersey have ruled or have power to rule.
10. All persons, including the grievant, will continue under the direction of the administration, regardless of the pendance of any grievance, until such grievance is properly determined.
 11. 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.
 12. If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. If such grievance is not brought to Level Two within fifteen (15) days from the alleged grievance, it shall be considered waived. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so.

C. Processing

1. Part A

Level One - Informal

An employee with a grievance should first discuss it with his/her immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally. These discussions shall not exceed fifteen (15) days.

2. Part B

Level One - Formal

If the grievant is not satisfied with the disposition of the alleged complaint, or if no decision has been rendered within ten (10) days after the informal discussion(s), the grievant or the Association will meet formally with the immediate supervisor or Superintendent within the next ten (10) days.

The only record at this level will be:

- a) the alleged grievance discussed;
- b) dates of informal discussions;
- c) date of Level One formal discussion;
- d) parties present, and;
- e) if the grievant and immediate supervisor concur on the disposition of the alleged complaint, both the grievant and the immediate supervisor shall sign to certify to the above.

Level Two

- a) If the grievant is not satisfied with the disposition of the alleged complaint at Level One (Formal), or if no decision has been rendered within ten (10) days from the date on record of Level One (Formal) discussion; the grievant will file a grievance in writing to the Superintendent within ten (10) days. The written grievance must state:
 - 1) the nature of the grievance;
 - 2) the article of the agreement, Board policy, or administrative decision allegedly violated;
 - 3) date(s) originally discussed at Level One - Informal;
 - 4) date(s) discussed at Level One - Formal;
 - 5) remedy requested.
- b) The grievance must be signed and dated by the grievant, and by the President of the Association and/or a member of the Association's Grievance Committee, and the Superintendent
- c) The Superintendent's decision must be rendered in writing to the grievant within ten (10) days from the date of the submission. Both parties must sign and date the decision.
- d) The decision of the Superintendent with respect to appeal of a grievance regarding an administrative decision that is not contractually agreed upon shall be final and not subject to further appeal.

Level Three

- a) The grievant, if unsatisfied with the decision, has seven (7) days to carry an appeal to Level Three.
- b) The grievant shall file with the secretary of the Board of Education an appeal of the decision rendered in Level Two. Such an appeal shall include, but not be limited to:
 - 1) copies of all records from Level Two;
 - 2) the date of appeal to Level Three;
 - 3) reasons for dissatisfaction with Level Two decision;
 - 4) remedy requested;
 - 5) signature of the grievant.
- c) The Board of Education shall meet within fifteen (15) days from the date the grievance is received by the Board Secretary. The grievant and the President or a member of the Association's Grievance Committee must be notified in writing at least five (5) days prior to the scheduled Board meeting. The grievant may or may not be present at the meeting, but in either event, has the right to be present and/or be represented by the Association. A representative of the Association has the right to be present and to state the Association's views. Within fifteen (15) days following the meeting, the Board of Education must render its decision in writing. Copies of the decision are to be submitted to:
 - 1) grievant;
 - 2) Association representative;
 - 3) Superintendent.

All copies are to be signed and dated by the Board Secretary and Board President, as well as the individuals to whom copies are submitted.
- d) The Association and the Board concur that good faith must be displayed on all sides.

Level Four

- a. In the event that the Association determines that a grievance pertaining to the imposition of reprimands and disciplines as defined by N.J.S.A. 34:13a-29 is not satisfied, the grievance must be submitted to arbitration within twenty (20) days by the Association committee if so requested. In such cases the decision of the arbitrator shall be binding.
- b. In the event that the Association determines that a grievance pertaining to a violation of the express written terms of the locally negotiated agreement is not satisfied, the grievance must be submitted to arbitration within fifteen (15) days by the Association committee if so requested. In such cases the decision of the arbitrator shall be advisory.
- c. An arbitrator may be selected by mutual agreement from the American Arbitrators Association or from a list supplied by the New Jersey Public Employees Relations Commission. The cost of such arbitrator shall be shared by both parties.
- d. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract from the Agreement between the two parties.

ARTICLE VII - TEACHING HOURS AND DUTIES

- A. The in-school workday shall consist of seven (7) hours and twenty-five (25) minutes.
 1. Teachers who do not have special duties shall be excused following the dismissal of pupils on Fridays and the day preceding a holiday.
 2. Employees shall indicate their presence and departure by initialing an employee roster.
- B. Professional staff may be required to remain after the regular workday, without compensation, for the purpose of attending faculty meetings. Faculty meetings are scheduled on a timely basis, Monday through Thursday, and usually not on a day prior to a holiday. There will be a maximum of ten (10) faculty meetings per year, unless an emergency condition requires differently. Reasonable efforts shall be made to conclude the meetings within 30 minutes after the end of the contracted

workday. Professional staff are also required to attend one evening Back-to-School Night, and one Parent-Teacher Conference evening.

- C. Teachers may be absent from the building during their scheduled duty-free lunch period, provided they notify the office of their departure and return. Teachers may not be absent from the building during prep time and team time.
- D. All reasonable efforts will be made by the administration and the Board of Education to secure substitute teachers in the absence of "special" and/or regular classroom teachers. This promotes adherence to the schedule and program.
 - 1. If a teacher is needed to supervise a classroom where a substitute cannot be secured, the teacher will be compensated for each missed prep and will be paid beginning with the third (3rd) preparation period lost and at every 3rd period lost thereafter. Compensation shall be 1/200th of his/her salary prorated so that six (6) lost preparation periods equals one (1) day's pay.
- E. All teachers who supervise approved extended day trips shall be compensated at the rate of \$40.00 for each trip.
- F. The teacher work year for the duration of the contract shall not exceed 189 days, including two (2) NJEA Convention days. Two (2) additional days prior to the opening of school may be required for personnel new to the District.
- G. In-district in-service attendance shall be for the duration of a regular in-school work day with one (1) hour for lunch. Off-site in-service will require sign-in at the assigned location, and staff members will follow the scheduled times for arrival and departure designated at that site.
- H. All certified staff members shall have a 30-minute lunch preceded or followed by 10 minutes of unassigned time. Certified staff members will have 20 minutes (PVS) or 25 minutes (HTS) of unassigned time prior to the student's school day four (4) days per school calendar 6-day cycle. Two (2) days per school calendar 6-day cycle this time may be dedicated to communicating with Instructional Team/ Support personnel.
- I. All certified staff members have 240 minutes of prep time during the course of each six-day schedule period.
- J. AM/PM duty stipend will be given professional staff members who volunteer for these assignments. This will be on an as-needed basis as determined by the administration based on the hourly rate of \$16.82.

- K. Any certified staff member who is approved to provide training to a group of teachers or parents or community members in a "workshop" setting outside the confines of the contracted workday shall be paid at a rate of \$55.00 per hour for each hour of the presentation. Payment at the same rate shall also be made for an equal amount of preparation time for each initial presentation.

If the presentation occurs during the contracted workday no payment shall be made for the presentation, but payment at the \$55.00 per hour rate shall be made for an equal amount of preparation time for each initial presentation

This stipend does not apply to the "exchange of ideas" at the individual grade level. The payment must be approved by the Superintendent prior to the workshop being held.

- L. Committee work conducted outside the confines of the contracted workday shall be compensated at the negotiated rate. Such committee work schedules shall be approved by the Superintendent prior to payment being approved.
- M. Special area teachers shall not be required to teach more than 264 minutes per school day (1,320 minutes per the normal 5-day week).
- N. In order to meet the mandates of federal and state special education code for the timeliness of meetings, The Child Study Team (LDTC, Social Worker and Psychologist) may be requested to work up to ten (10) days in the summer, specific days to be determined and assigned by the administration, in consultation with the affected Child Study Team members, and shall be paid 1/200 of their annual salary for the fiscal year in which the work occurs for each such day of work.

ARTICLE VIII - STAFF EVALUATION

- A. Professional staff shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. The professional staff member will have a pre-conference with the evaluator prior to direct classroom observation. The professional staff member shall be given a minimum of three (3) days to prepare the pre-observation form for a pre-observation conference with his/her evaluator, except when said time-lines are waived by the mutual consent of the evaluator and the staff member. A post observation conference will held within three (3) school days of the classroom visit for the purpose of mutual discussion of the lesson observed. The staff member will receive a written evaluation report

within ten (10) calendar days of the post-observation conference for review and signature, except when said time-lines are waived by mutual consent of the evaluator and the staff member. No such report shall be placed in the staff members' personnel file, or otherwise acted upon, without prior conference with the staff member. No staff member shall be required to sign a blank or incomplete evaluation report

- B. Support staff employee performance shall be evaluated at least once annually and the employee shall be given a copy of the evaluation. Certified administrators in consultation with the Supervisor of Maintenance or Transportation (when appropriate) evaluate support staff.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

The Harrison Township Board of Education recognizes that the professional development of staff members is essential to continued school improvement. The Board and Association support the principals of continuing training of teachers and the enhancement of instruction. Professional development includes district and individual professional development experiences, and other opportunities offered by registered New Jersey Providers. When Harrison Township School District staff members are required or formally requested by administration to attend a specific workshop, seminar, conference or in-service training, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with the request or requirement. Said expenses shall include registration fees, transportation, materials, and approved lodging, if necessary.

- A. Full-time professional staff will be reimbursed for graduate courses taken at an accredited college or university in their area of current assignment or in an area which would best serve the needs of the district as determined and approved by the Superintendent. The maximum reimbursement per school year to a professional staff member shall be equal to the graduate tuition charge for nine (9) credits in the Rowan University Graduate School of Education and shall not exceed, for the entire professional staff per school year:

2007-2008	\$39,000
2008-2009	\$39,000
2009-2010	\$39,000

Reimbursements shall be in the month of June. If the requests for reimbursement total greater than the dollar amounts listed above, the reimbursements shall be prorated to an equal dollar per credit amount.

Support staff may apply for reimbursement for college course work, if there is a valid and compelling need by the district to have the employee

receive this training. Decisions regarding reimbursement will be at the sole discretion of the Superintendent.

- B. To be eligible for reimbursement, prior to registering for the course, the employee must submit a course description to the Superintendent and obtain the Superintendent's approval that the course is eligible for reimbursement. To obtain reimbursement, the employee must submit an official transcript which contains a grade of pass in a pass/fail situation or a grade of B or better in the approved course.

ARTICLE X - SICK LEAVE

- A. The annual sick leave allowance for full-time employees shall be **ten (10)** days, with no maximum on the cumulative number of unused days. Medical verification may be required for any absence.
 - 1. If the employee is taken ill while at work performing his/her duties, said employee will be counted as present for one-half day, if he/she has been present at least two-and-one-half hours in the a.m. session.
 - 2. If the employee becomes ill and is present for five (5) hours, said employee will be considered present for the entire day.
 - 3. In order for an employee to be counted present for one-half day in the p.m. session, he/she must report no later than three (3) hours and 42 minutes after the AM starting time
 - 4. All part-time employees will receive the same number of sick days as full-time employees, based upon the number of months worked per year, and prorated if they work less than five days per week.
- B. Unused Sick Leave
 - 1. Upon retirement and after a minimum of twelve (12) years of service in the Harrison Township School System, the employee shall be eligible for payment for unused sick leave.
 - a. To be eligible for the payment, an employee must notify the Board no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment; those who fail to comply with the notification procedures described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget, and (2) the instant said budget

becomes effective, payment shall be made within one year of retirement.

- b. In case of death, the reimbursement will be paid to the appointed beneficiary or estate.
- c. Unused sick time at retirement will be paid out over a two-year period (50% in each fiscal year) as follows:

Unused sick leave reimbursement at retirement:

<u>Professional Staff</u>	<u>Support Staff</u>
---------------------------	----------------------

\$50 per day	\$25 per day
--------------	--------------

The maximum payments under this provision shall be \$7,200 for professional staff, and \$3,600 for support staff.

On 6/30/04, any person whose accumulated days at the current amount (\$40/day professional staff & \$20/day support staff) exceeds the proposed cap would be red-circled at that amount. The Board will distribute a list on 6/30/04.

Custodians hired at the age of fifty-five (55) or older shall be eligible for the payment for unused sick leave upon retirement at or after the age of sixty-five (65), regardless of years of service at the time of retirement.

C. Family Illness Days

An allowance of up to two (2) days shall be permitted in instances of sickness in the immediate family (as defined in Article XI A. 1.) Unused family illness days will accumulate as sick leave.

ARTICLE XI - PERSONAL LEAVE

A. Compassionate Leave - Staff will be entitled to the following non-cumulative paid leave of absence per year:

- 1. A maximum of five (5) days within fifteen calendar days of death for each occurrence of death in the immediate family of the employee. Immediate family shall include: spouse, children (including step and

foster), parents and spouse's parents and others who have assumed comparable roles.

2. A maximum of three (3) days for each occurrence of death of a grandchild, grandparent or sibling. If the burial is delayed because of a weekend, days may be extended to include day of burial. Two additional days may be granted if this individual resides in the employee's household.
3. A maximum of two (2) days upon request may be granted for the purpose of travel if the place of burial of the deceased is a considerable distance away.
4. A maximum of one (1) day per year may be taken in the event of each death of a relative other than one in the immediate family. This day must be taken the day of the funeral or related service.
5. In the event of death of a close friend, a one (1) day leave of absence with pay per year may be granted, upon the approval of the Superintendent.

B. Personal Business Days

A maximum of three (3) personal business days may be granted for matters that cannot be handled outside of school hours with the following conditions:

1. Prior approval must be obtained from the Superintendent before these personal days are to be taken.
2. These days may not be granted the opening week of school, the closing week of school, or prior to or immediately following any scheduled recess within the approved school calendar. Exceptions to this paragraph will only be considered when reasons are given by the employee to the Superintendent, who may approve or disapprove the request.
3. Unused personal business days accrue as sick days if not used.

C. Sabbatical Leave:

A sabbatical leave may be granted to a professional staff member/support staff member by the Board of Education for study, travel, or for other reasons of value to the school system. The sabbatical leave may be granted subject to the following conditions:

1. One (1) tenured professional staff member/support staff member with at least seven (7) years of service to the school district may be granted a sabbatical leave for one-half (1/2) year during any given school year.
2. In order to be considered for a sabbatical leave, the professional staff member/support staff member must have completed at least seven (7) years of service to the school district.

A request for a first-semester sabbatical leave must be received by the Superintendent in writing no later than January 15, and action must be taken on all requests no later than March 15 of the school year preceding the school year for which the sabbatical is requested.

A request for a second-semester sabbatical leave must be received by the Superintendent in writing no later than June 15, and action must be taken on all such requests no later than September 15 of the school year for which the sabbatical is requested.

3. The sabbatical leave applicant and application will be reviewed by a committee composed of the Superintendent of Harrison Township School District, a Board member appointed by the president of the Board of Education, and the president of the Harrison Township Education Association. The committee will make recommendations to the Board.
4. A professional staff member/support staff member on a leave will not receive a salary during the period of the approved sabbatical leave. Health premiums may be paid to the Board during the period of the sabbatical leave by the professional staff member in order to maintain continuous coverage.
5. Upon return from a sabbatical leave, a professional staff/support staff member 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.
6. The professional staff/support staff member, if granted a sabbatical leave, must agree to return to Harrison Township School District and work at least two (2) academic years after his/her leave expires.

D. Disability Leave for Professional Staff/Support Staff Related to Pregnancy:

1. A disability leave related to pregnancy shall be granted for a professional staff member/support staff member for the period of

time during which she is unable to perform her duties due to disability related to the bearing and delivery of a child.

2. Written notice requesting disability leave shall be given to the Superintendent at least sixty (60) days prior to the commencement of such leave. Included in this request shall be the anticipated date of return from the leave.
3. The professional staff/support staff member may utilize credited sick leave days available to charge against the leave.

E. Paternity Leave:

1. Two (2) days with pay shall be granted for the birth or adoption of a child.

F. Child Rearing Leave:

1. A child rearing leave shall be granted to teachers under tenure or support staff members with at least three (3) years of service to the district, without pay, upon written request of the parent of a newborn child or newly adopted child.
2. A child rearing leave granted to teachers under tenure or support staff members with at least three (3) years of service to the district shall be granted for the balance of that school year in which it is granted, and if requested, may be extended.

ARTICLE XII - HEALTH AND DISABILITY INSURANCE

- A. Each full-time staff member may choose one of the health insurance plans offered under the State Health Benefits Plan for him/herself and his/her family (if applicable), or a plan equal to or better than the State Health Benefits Plan. Effective January 1, 2005, the Board will pay 100% of the cost up to the Personal Choice Plan.

Enrollment in the Traditional Plan will be available only to employees enrolled in that plan in 2006-2007.

All co-pays in the Medical insurance plans will increase by five dollars (\$5.00) in 2008-2009, and by another five dollars (\$5.00) in 2009-2010.

In 2008-2009, the out-of-network deductibles shall be increased to \$300 single/\$600 family, and the out-of-pocket maximum shall be increased to \$1,500 single/\$3,000 family.

- B. The Board will provide all full-time staff the cost of full employee and family coverage for a dental plan. The dental plan provided will be mutually agreed upon by both parties of the contract.
- C. The Board will provide for the full cost of prescription coverage for all full-time professional and support staff under the State Prescription Plan with a co-pay as follows:

MAIL ORDER	GENERIC	NAME BRAND
\$0	\$10	\$20

The employee has the option of obtaining family prescription coverage through payroll deduction.

- D. For each full-time 10-month employee who remains in the employ of the Board for a full year, the Board shall make payment of insurance premiums as defined above, to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.
- E. Any staff member who wishes to drop medical coverage because he/she is covered by another source may do so upon providing documentation of coverage. The Board will extend to that staff member an additional stipend of \$4,000 for the year in lieu of medical coverage for the duration of the contract. The \$4,000 will be paid in 10 monthly installments, not to be considered in the calculation for pension purposes.

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

- F. Part-time employees shall be entitled to purchase insurance coverage (health, dental and/or prescription) at the group rate.

ARTICLE XIII - WORK CONTINUITY

- A. The Association agrees that it will sanction no job actions of any type and will discourage any job actions by its membership for the duration of this agreement and during the course of grievance procedures. The Board will conduct no lock-outs for the duration of this agreement.

- B. Nothing in this agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XIV - MENTOR TEACHER

- A. A mentor teacher shall be chosen from those who apply after the contractual posting of the mentor teacher vacancy.
- B. At no time will the mentor teacher be responsible for assessing or evaluating the performance of the provisional teacher to determine employment or certification.
- C. The mentor teacher shall be paid at the rate set by the New Jersey State Department of Education.
- D. For part-time provisional teachers, the mentor teacher fee will be pro-rated.
- E. If a provisional teacher shall terminate employment, the mentor teacher shall be paid a pro-rated amount for that period of time in which the provisional teacher was employed.
- F. The mentor teacher fee shall be deducted from the provisional teacher's pay in equal amounts over the length of the program.
- G. The mentor teacher shall meet with the provisional teacher at a minimum of once a week for the contracted year, and will notify the Supervisor of Curriculum & Instruction one week prior to the date of at least one meeting a month.

ARTICLE XV - PROFESSIONAL STAFF SALARIES - METHOD OF PAYMENT

- A. Ten (10) Months: Each professional staff member employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly payments on the fifteenth (15th) and thirtieth (30th) of each month. Should these dates fall on a Saturday, Sunday, or a holiday, payments will be made on the previous working day.

Professional staff members shall receive their final check on the 30th of June; provided, however, that the Superintendent or other designated representative of the Board shall have certified that the employee has completed his/her required duties and obligations related to the closing of the school year according to the schedule determined by the Superintendent.

- B. Summer Plan: Each professional staff member may individually elect to have a percentage of his/her monthly salary deducted from his/her pay. This deduction will be automatically deposited in an individual interest-bearing account at the ABCO Public Employee Federal Credit Union within five (5) working days. Thereafter, withdrawal will be at the teacher's choice. All efforts will be made to give staff a wider range of deduction amounts from which to choose.

ARTICLE XVI - LONGEVITY

Longevity bonuses will be granted to all professional staff for years of service hired prior to July 1, 1994:

In the 20 th year of service - \$	750
In the 25 th year of service - \$	875
In the 30 th year of service - \$	1,800

All professional staff members hired after June 30th, 1994 are eligible for the same longevity, but service will be based on district experience only.

The longevity bonus will be included in the salary for pension purposes.

ARTICLE XVII - SALARY SCHEDULES

- | | <u>Total *</u> |
|--|-----------------------|
| A. 2007-2008 - Schedule attached, page 32 | |
| B. 2008-2009 - Schedule attached, page 33 | |
| C. 2009-2010 - Schedule attached, page 34 | |
| D. Extra-curricular Compensation - Schedule attached, page 31 | |
| E. Support Staff – Schedules attached , pages 34-36 | |

ARTICLE XVIII - DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2007** and shall continue in full effect until **June 30, 2010**.

SUPPORT STAFF SUBSECTION

Article I - SUPPORT STAFF WORK HOURS AND WORK YEAR

A. Work Year

1. The work year for 10-month secretaries, receptionists and aides (except for Transportation Aide) shall not exceed 189 days, including 2 NJEA Convention days, for the duration of the contract. One additional day prior to the opening of school may be required for personnel new to the district. The work year includes, minimally, all days on the School Calendar during which children are expected to be present. Additional summer work hours may be offered with the appropriate pay per hour.
2. The work year for 12-month secretaries, receptionists and aides (if any) shall be 12 months, Monday through Friday.
3. Custodian(s), Lead Custodian(s) - 12 months, five days per week on a Monday through Friday schedule.
4. Transportation Aide(s) & General Aides - All days on the School Calendar during which children are to be present, plus beginning with the 2005-2006 school year, one day prior to the opening of school to be scheduled by the administration within 7 days of the first day of school. Aides will be notified by June 30th of the date.

B. Hours

1. Secretaries/Receptionists
 - a. Full-time - work hours shall be 8 hours including a half-hour lunch time.
2. Aides
 - a. Full-time aides - 6 hours and 55 minutes per day, plus 30 minute unpaid lunch.
 - b. Part-time aides - Up to 29 hours per week, plus 30 minute unpaid lunch when appropriate.
3. Custodians/Lead Custodians
 - a. Full-time - 8 hours including a half-hour lunch time.
 - b. Part-time - up to a maximum of 5 hours and 55 minutes per day including a half-hour lunch time.

C. Holidays and Vacations

1. Custodial employees and 12-month secretaries shall receive the following paid holidays per year:
 - a) July 4th
 - b) Labor Day
 - c) Martin Luther King Day
 - d) Easter (Good Friday)
 - e) Easter Monday (if school is closed)
 - f) Christmas Day
 - g) New Year's Day
 - h) Memorial Day
 - i) Thanksgiving Day and the day after
 - j) President's Weekend (one day)

At the discretion of the Superintendent, any or all three groups may be released early the day prior to the holiday. The decision of the Superintendent is final and not subject to the grievance procedure.

If a holiday falls on a Saturday, the employee shall take the prior Friday off; if the holiday falls on a Sunday, the employee shall take the following Monday off.

In the event of an emergency closing, custodial and maintenance personnel shall report to work unless the Superintendent or his designee deems otherwise.

2. Vacation Schedule - All twelve (12) month employees shall be granted paid vacation days each year in accordance with the following:
 - a) Five (5) days after one (1) year of employment with the district.
 - b) Ten (10) days after two (2) years of employment with the district.
 - c) Fifteen (15) days after five (5) years of employment with the district.
 - d) Twenty (20) days after fifteen (15) years of employment with the district.

3. General
- a) If services are terminated by the employee during or at the conclusion of the first year, said employee shall not be entitled to any vacation.
 - b) Vacation time is not cumulative (except as noted in c.2. below) and there shall be no vacation pay in lieu of taking the actual vacation period.
 - c) Vacation periods shall be approved in accordance with the work schedule. All vacation schedule requests are subject to the final approval of the Superintendent of Schools. Generally, vacations shall be taken during the summer months.
 - 1) Maintenance and custodial employees may take vacation during winter and summer months with Superintendent's approval.
 - 2) One (1) week's vacation may be banked with the Superintendent's approval.

ARTICLE II - SENIORITY AND JOB POSTINGS

- A. Support staff affected by a reduction in force shall have seniority rights over the most junior support staff member within his/her current category of employment as listed in the salary guide.
- B. Should a vacancy occur it will be posted for not less than seven (7) working days. Employees will indicate their interest by submitting a written response to the notice.

ARTICLE III - SUPPORT STAFF SALARIES - METHOD OF PAYMENT

- A. Ten (10) Months:

Each employee employed on a ten-month basis shall be paid in twenty (20) equal semimonthly payments on the fifteenth (15th) and thirtieth (30th) of each month. Should these dates shall on Saturday, Sunday, or a holiday, payments will be made on the previous working day.

B. Twelve (12) Months:

Each employee employed on a twelve-month basis shall be paid in twenty-four (24) equal semi-monthly payments on the fifteenth (15th) and thirtieth (30th) of each month. Should these dates fall on Saturday, Sunday, or a-holiday, payments will be made on the previous working day.

C. All salary rates in the salary guide are for full-time employment. For part-time employees the rate is pro-rated as the percentage of the number of hours scheduled to work in a normal five (5) day week minus lunch periods divided by the total number of hours in a full-time schedule for the same position minus lunch periods.

D. Years in a position for the purpose of placement in the salary guide will be calculated as of July 1st of each year, as the number of full years (July 1st through June 30th). Employees starting in a twelve (12) month position after July 1st and prior to January 1st, will be given credit for one (1) full year on the first July 1st following their date starting in the position. Employees starting in a ten (10) month position after July 1st and prior to February 1st will be given credit for a full year on the following July 1st. Employees starting in a twelve (12) month position after February 1st will be given credit for a full year on the second July 1st following their date starting in the position.

E. When an employee is requested to work any hours beyond those normally scheduled, that employee shall receive extra compensation. For the purpose of determining overtime pay, the 1/2 hour lunch per day shall be calculated as part of the 40 hours per week. Because this half hour counts toward overtime, the employee must remain on school premises during lunch time.

1. For hours in excess of 40 hours in a week the employee shall be compensated for each hour or ten (10) minute increment of an hour at one and a half (1.5) times his/her average hourly rate. Sundays shall be compensated at 1.5 times the hourly rate and Holidays shall be compensated at two (2) times the hourly rate.
2. An employee called back to work during non-scheduled work hours shall be compensated for all time spent completing the assignment including time spent traveling to and from work, with minimum compensation of one (1) hour.
3. The average hourly rate shall be calculated by dividing the full-time salary rate by 2,080.

- F. Instructional and Special Education Aides that work additional hours due to the needs of the district will be compensated at their currently approved hourly rate.
- G. Support staff members that hold a black seal license shall receive an additional \$250 annually. The money will be included in the salary for pension purposes.

ARTICLE V - CUSTODIAL UNIFORMS

- A. Custodial support staff shall at all times when on duty wear uniforms supplied by the Board of Education. The Board will ensure that each maintenance and custodial employee will have five (5) serviceable uniforms at the Board's expense.

ARTICLE XVIII - DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2007** and shall continue in full effect until **June 30, 2010**.

THE ABOVE REPRESENTS THE UNDERSTANDING OF THE BOARD OF EDUCATION AND THE NEGOTIATING TEAM OF THE HARRISON TOWNSHIP EDUCATION ASSOCIATION THIS ____ DAY OF August 2008 .

If is understood by both parties that this proposal is subject to formal ratification by their respective bodies.

Board of Education,
Negotiation Chairperson

H.T.E.A. Negotiation Chairperson

Joseph Schwab Date

Kathleen Freno Date

Harrison Township
Board of Education
President

Harrison Township Education
Association President

Ronald Moore Date

Michelle Fox Date

Harrison Township Board of Education
Secretary

Robert E. Scharle Date

EXTRA-CURRICULAR COMPENSATION

SALARY SCHEDULE

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Bedside Instructor (hourly)	\$ 35.00	35.00	35.00
Child Study Team Summer Evaluations (per case)	\$230.00	230.00	230.00
Curriculum Development (hourly)	\$ 29.00	29.00	29.00
After School Club Advisor (hourly)	\$ 32.00	32.00	32.00
Safety Patrol Coordinator - 2 (yearly)	\$300.00	300.00	300.00
Yearbook Coordinator (yearly)	\$350.00	350.00	350.00
Mt Misericordia Field Trip Instructor (per day, including evening)	\$125.00	125.00	125.00
Summer School Pay /Extended School Year/Certified Teacher (hourly rate) and Instructional Aide with substitute certification acting as a substitute in the absence of the regular teacher in the summer school /extended year program shall receive the same rate of pay as the Summer School Pay/Extended School Year/Certified Teacher (hourly rate).	\$ 32.50	32.50	32.50
After School/Summer Pay (non-student contact)	\$ 22.00	22.00	22.00
Summer School Pay/Extended School Year/Instructional Aides	\$ 12.00	12.00	12.00
Travel Stipend from portal to portal (defined as home to off-site location)	IRS mileage rate based on actual travel		
School Band Director	\$2,400.00	2,400.00	2,400.00

HARRISON TOWNSHIP SCHOOL DISTRICT

Teacher Salary Guide

2007-08 Guide (1st Year)

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$ 42,897	\$ 43,622	\$ 44,347	\$ 45,072	\$ 45,797	\$ 46,522
2	43,097	43,822	44,547	45,272	45,997	46,722
3	43,297	44,022	44,747	45,472	46,197	46,922
4	43,497	44,222	44,947	45,672	46,397	47,122
5	44,196	44,921	45,646	46,371	47,096	47,821
6	45,766	46,491	47,216	47,941	48,666	49,391
7	47,101	47,826	48,551	49,276	50,001	50,726
8	48,542	49,267	49,992	50,717	51,442	52,167
9	51,651	52,376	53,101	53,826	54,551	55,276
10	56,177	56,902	57,627	58,352	59,077	59,802
11	61,177	61,902	62,627	63,352	64,077	64,802
12	66,377	67,102	67,827	68,552	69,277	70,002

2008-09 Guide (2nd Year)

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$ 43,697	\$ 44,422	\$ 45,147	\$ 45,872	\$ 46,597	\$ 47,322
2	43,897	44,622	45,347	46,072	46,797	47,522
3	44,097	44,822	45,547	46,272	46,997	47,722
4	44,297	45,022	45,747	46,472	47,197	47,922
5	44,497	45,222	45,947	46,672	47,397	48,122
6	45,830	46,555	47,280	48,005	48,730	49,455
7	47,335	48,060	48,785	49,510	50,235	50,960
8	48,656	49,381	50,106	50,831	51,556	52,281
9	51,715	52,440	53,165	53,890	54,615	55,340
10	56,644	57,369	58,094	58,819	59,544	60,269
11	62,144	62,869	63,594	64,319	65,044	65,769
12	67,571	68,296	69,021	69,746	70,471	71,196

HARRISON TOWNSHIP SCHOOL DISTRICT**Teacher Salary Guide****2009-10 Guide (3rd Year)**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$ 44,497	\$ 45,227	\$ 45,957	\$ 46,687	\$ 47,417	\$ 48,147
2	44,697	45,427	46,157	46,887	47,617	48,347
3	44,897	45,627	46,357	47,087	47,817	48,547
4	45,097	45,827	46,557	47,287	48,017	48,747
5	45,297	46,027	46,757	47,487	48,217	48,947
6	45,830	46,560	47,290	48,020	48,750	49,480
7	47,207	47,937	48,667	49,397	50,127	50,857
8	48,998	49,728	50,458	51,188	51,918	52,648
9	52,394	53,124	53,854	54,584	55,314	56,044
10	57,784	58,514	59,244	59,974	60,704	61,434
11	63,225	63,955	64,685	65,415	66,145	66,875
12	68,675	69,405	70,135	70,865	71,595	72,325

HARRISON TOWNSHIP SCHOOL DISTRICT

Ten-Month Receptionist Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Salary</i>	<i>Salary</i>	<i>Salary</i>
1	\$ 14,886	\$ 15,668	\$ 16,483
2	15,413	16,222	17,066
3	15,490	16,777	17,649
4	16,467	17,332	18,233
5	16,994	17,886	18,816
6	17,521	18,441	19,400

Twelve-Month Receptionist Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Salary</i>	<i>Salary</i>	<i>Salary</i>
1	\$ 18,186	\$ 19,141	\$ 20,136
2	18,713	19,695	20,719
3	19,240	20,250	21,303
4	19,767	20,805	21,887

Instructional Aides (Full-time & Part-Time) Salary Guide

Full-time Special Education Aides (whose position requires 60 credits) Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>
1	\$ 12.85	\$ 13.40	\$ 14.20
2	13.05	13.60	14.40
3	13.25	13.80	14.60
4	13.45	14.00	14.80
5	13.65	14.20	15.00
6	14.25	14.93	15.59

HARRISON TOWNSHIP SCHOOL DISTRICT

Special Education Aides (Full-time & Part-Time) Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>
1	\$ 11.69	\$ 12.20	\$ 12.78
2	11.89	12.40	12.98
3	12.10	12.60	13.19
4	12.50	13.00	13.40
5	12.90	13.40	13.80
6			

Nurses Aide Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>
1	\$ 21.16	\$ 22.27	\$ 23.43
2	21.38	22.50	23.67
3	21.59	22.72	23.90

General Aides Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>
1	\$ 8.00	\$ 8.27	\$ 8.43
2	8.20	8.47	8.63
3	8.40	8.67	8.83
4	8.60	8.87	9.03
5	9.00	9.27	9.43
6	9.86	10.13	10.29

HARRISON TOWNSHIP SCHOOL DISTRICT

Custodian Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Salary</i>	<i>Salary</i>	<i>Salary</i>
1	\$ 24,652	\$ 25,137	\$ 25,622
2	24,976	25,622	26,107
3	25,300	26,107	26,592
4	25,625	26,592	27,077
5	26,623	27,075	27,562
6	27,256	27,708	28,044
7	27,890	28,342	28,678
8	29,169	29,621	29,957
9	30,449	30,901	31,237
10	31,729	32,181	32,517
11	33,008	33,460	33,796
12	33,771	34,223	35,669
13	36,754	37,206	37,542

Part-Time Custodian Salary Guide

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>
1	\$ 9.71	\$ 10.05	\$ 10.39
2	9.96	10.30	10.73
3	10.21	10.55	11.07
4	10.46	10.80	11.41
5	10.93	11.27	11.75
6	11.40	11.74	12.10