

THIS DOES NOT
CIRCULATE

AGREEMENT

Between the

HARRINGTON PARK EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF HARRINGTON PARK

Bergen County

For 1978/79

THE COUNTY OF BERGEN, NEW JERSEY

LIBRARY
Institute of Management and
Labor Relations

JUN 11 1979

ROTCERS UNIVERSITY

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PREAMBLE

This Agreement entered into this 1st day of July, 1978, by and between the Board of Education of Harrington Park, Bergen County, New Jersey, hereinafter called the "Board", and Harrington Park Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board, (and the Employees have negotiated with each other) pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and condition of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The BOARD recognizes the ASSOCIATION as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all regularly employed certificated personnel exercising non-supervisory positions and excluding confidential employees with access to Board information.

ARTICLE II

NEGOTIATION PROCEDUREA. Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good faith on all matters concerning the terms and conditions of teachers' employment. Such negotiations, dates shall be governed by the PERC timetable, may begin after July 1, and shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

B. Procedure

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent public records, public data and public information of the Harrington Park School District. No later than December 31 of each year, the Board shall provide the Association with a tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations, to the extent that the budget has been prepared.

ARTICLE II - continued

C. Composition

The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, which proposals and counterproposals shall not be binding unless approved by the parties represented. Neither party shall have more than five negotiating representatives at any bargaining sessions.

D. Meetings

Representatives of the Board and Association's negotiating committee shall meet no more than once every two weeks unless by mutual consent during the school year until agreement is reached.

If impasse is declared, parties will meet at least once per month until agreement is reached.

ARTICLE III

GRIEVANCE PROCEDURE

The parties shall be governed by the grievance procedure, Schedule A, adopted by the Board on June 1, 1966, which is attached hereto and made a part hereof.

ARTICLE IV

SALARIESA. Salary Schedule

The salaries of all personnel covered by this Agreement are set forth in Schedule B which is attached hereto and made a part hereof.

B. Time of Payment

When a payday falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.

C. Summer Payment Plan Option

The teaching staff participating in the Summer Payment Plan shall be paid on a 10 month 21 payment plan during the 1978/79 school year.

ARTICLE V

INSURANCE PROTECTION

The Board shall provide for certificated personnel covered by this Agreement 100% single coverage and 95% family coverage under the New Jersey Public and School Employee Health Benefits Plan, which shall include Blue Cross, Blue Shield, Rider J and Major Medical Insurance protection. The carrier shall not be changed without mutual consent.

Personnel shall not avail themselves of any double coverage.

ARTICLE V-A

TUITION AID

The Board of Education agrees to reimburse members of the teaching staff for accredited college courses as determined in advance by the Board and Superintendent/Principal to be relevant to professional development in Grades K-8.

The Board of Education shall provide funds at the rate of \$190 per year, per staff member.

Upon completion of each course and as a condition of reimbursement, the teacher shall supply the Board of Education with proof of the course taken and proof of a passing grade. Upon receipt of this the teacher shall receive a reimbursement of up to \$190. These funds are non-cumulative.

ARTICLE VI

BOARD RIGHTS

A. Statement

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitations

except as specifically granted in this Agreement and under the provisions of Chapter 123, Public Laws 1974, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, by the decision of the Federal and New Jersey State Courts, the Commissioner of Education and the New Jersey State Board of Education.

A1. Statement

The Board of Education's right to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, a high level of education and an effective operation of the school system, after advance notice thereof to the employees to require compliance by the employees is recognized except as this agreement shall otherwise provide.

B. Willingness to Discuss

The willingness of the Board to discuss matters which are within the sole prerogatives of the Board shall not be deemed to constitute a waiver or relinquishment of any such prerogatives.

C. Fully Bargain Clause

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

During the terms of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

This clause shall not preclude the introduction of any new items in subsequent contract negotiations.

TEACHER RIGHTSA. Statutory Savings Clause

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

B. Just Cause Provision

No tenured teacher shall be reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without cause, provided such action relates to the terms and conditions of employment. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. No non-tenured teacher shall be reduced in rank or compensation during the school year without just cause.

C. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent/Principal or the Board whose function it shall be to determine at such time whether just cause exists for the discontinuance of that teacher in his office, position or employment or the salary pertaining thereto, then said teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Whether compensation shall be paid to any teacher on suspension and pending charges shall be determined by the Board.

D. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies established

by the Board of Education based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible, provided said exercise of judgment does not infringe upon standards and policy established by the Board. No grade or evaluation shall be changed without consultation with the teacher. Such change shall be indicated as authorized by the Superintendent/Principal if changed without teacher approval.

E. Criticism

Any question or criticism by a supervisor or administrator, of a teacher's instructional methodology shall not be made in the presence of students, parents or other members of staff. In the event a complaint regarding a teacher is made by a parent which could adversely affect the teacher's position in the school system and such complaint is brought to the attention of the teacher, said teacher shall be informed of all the facts and details available and shall have the opportunity to process his position on the matter through administrative channels, grievance procedures, courts and/or Commissioner of Education.

In addition, any question or criticism by any staff member, of the Administration or School Board policy or procedure, shall not be made in the presence of students or parents unless previously discussed with the Administration or Board.

F. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to make copies of any documents contained therein.

A teacher shall be entitled to have a representative of the Association accompany him during such review.

2. Contents of File

No material shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature which in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent/Principal or his designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

4. Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or evaluation shall be placed in the personnel file of such teacher after severance.

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations unless such other organizations shall be recognized by the Board.

ARTICLE VIII

TEACHER WORK YEARIn-School Work YearTen (10 Month Personnel

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed five days beyond the student calendar.

ARTICLE IX

TEACHING HOURS AND TEACHING LOADA. Teacher Day

1. Teachers shall indicate their presence for duty by placing a check in the appropriate column of the faculty "sign-in" roster.
2. Teachers shall be required to report for duty at least ten (10) minutes before the opening of the pupil's school day, and may not leave earlier than ten (10) minutes after close of pupil's school day when no authorized meetings or workshops are scheduled. In a case of necessity and upon application to the Superintendent/Principal whose approval shall not be unreasonably withheld, the teacher may leave at the end of the pupil school day.

B. Instructional Planning

Every teacher shall plan and teach course content consistent with Board Policy in the manner he or she considers most practical. Teachers may be required to submit standardized daily or weekly lesson plans which involve a mandated procedure or form at the discretion of the Administration.

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Every teacher shall plan and teach course content consistent with Board Policy in the manner he or she considers most practical. Teachers may be required to submit standardized daily or weekly lesson plans which involve a mandated procedure or form at the discretion of the Administration.

ARTICLE X

NONTEACHING DUTIESA. ApplicationList of Nonteaching Duties

Personnel other than teachers shall perform nonteaching duties and teachers shall not be required to perform the following duties:

Inventorying and storing books, delivering books to classrooms, keeping cumulative record cards, and other clerical and/or custodial functions.

ARTICLE XI

TEACHER ASSIGNMENTA. Requesting Change

All teachers shall have the opportunity to request a change in teaching assignment at any time. When advisable and feasible, as determined by the Board of Education, the request may be honored.

B. Dates for Notification

All tenured teachers shall be given written salary notices or contracts not later than April 15, provided negotiations have been completed and form of contract approved by the Association and the Board. Class and subject assignments will be given on or before June 1, whenever possible. Room assignments will be made on or before June 1, whenever possible.

ARTICLE XI cont'd

TEACHER ASSIGNMENTC. Area of Certification

Teachers shall only be assigned in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners.

D. Expenses

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of 14¢ per mile for all driving related to assigned duties upon submission of the required voucher, except to and from locations within the school district.

ARTICLE XII

TEACHER EVALUATION

Teacher evaluations shall be conducted in accordance with applicable Board Policies.

ARTICLE XIII

TEACHER - ADMINISTRATION LIAISON COMMITTEEA. Composition

This committee shall consist of three (3) representatives appointed by the HPEA and three (3) representatives appointed by the Superintendent/Principal.

TEACHER - ADMINISTRATION LIAISON COMMITTEEB. Function

The Committee's function will be to discuss Curriculum Review, local school problems and practices, and to play an active role in an advisory capacity in the form of consultation and input.

C. Meetings - Unscheduled

Either party may call for a meeting of the committee at its option as long as such a request for a meeting is made within three school days.

D. Meetings - Scheduled

As a general rule the committee shall meet four (4) times during the school year, but by mutual consent the number of meetings may be increased or decreased as required.

The initial meeting of the committee shall be held no later than October 15th of the school year covered by this agreement.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT EXPENSESA. Reimbursement of Expenses

Payment will be made for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences and in-service training sessions assigned by the Superintendent/Principal upon submission of proper receipts.

PROFESSIONAL DEVELOPMENT EXPENSESB. Improvement of Quality of InstructionIn-service Workshops, Conferences, Programs

The Board will cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Teacher-Administrative Liaison Committee. All such programs conducted during the summer shall be voluntary.

ARTICLE XV

SUPERVISION OF STUDENT TEACHERSA. Procedures1. Consent

Each prospective cooperating teacher may accept or reject any student teacher within two weeks of notification by the Superintendent/Principal.

2. Released Time

Each cooperating teacher shall be provided with released time to permit attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

3. Assignments

A cooperating teacher shall not involuntarily be given additional classroom assignments outside of his regular responsibilities during the period he is supervising a student teacher.

ARTICLE XV cont'd

SUPERVISION OF STUDENT TEACHERS4. Assuming Responsibilities

The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining in what degrees those responsibilities shall be assumed.

5. Eligibility to Teach

A student teacher shall be permitted to teach unsupervised only in areas for which he will be eligible for certification and only after the approval of the cooperating teacher.

6. Substitution

In accordance with State regulations, a student teacher can not be used as a substitute teacher.

7. Materials and Supplies

Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

ARTICLE XVI

MISCELLANEOUS PROVISIONSA. Saving Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE XVI cont'd

MISCELLANEOUS PROVISIONS

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit or Board right, power, or privilege existing prior to its effective date.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1978 and shall continue in effect until June 30, 1979, unless amended by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon all on the day and year first above written.

ATTEST:

Harrington Park Education Association

Robert F. Browning Jr
Secretary

Jeffrey A. Stolow
President

ATTEST:

Board of Education of Harrington Park

W. E. Simmons
Secretary

Daniel G. Searles
President

SCHEDULE A

GRIEVANCE POLICYGroup Grievance Procedure for Certificated Personnel

To establish an operating procedure for the resolution of group grievances in the Harrington Park School, the following steps shall be taken. With respect to their personal grievances, they shall be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their appeal. They shall have the right to present their own appeal or designate a person to appear with or for them at any step in the appeal.

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest stage is encouraged.

A. The grievance will be presented to the Professional Rights and Responsibilities Committee of the Harrington Park Education Association in writing.

B. If a majority of the P. R. R. Committee agrees that the matter is properly a group grievance, it will be presented in writing to the Faculty Association for discussion within five school days.

C. If the Faculty Association concurs, the P. R. R. Committee will present the grievance in writing to the Principal within five school days.

D. If the grievance is not resolved at this level within ten school days, the case will be presented with all pertinent papers to the Superintendent who will meet with the Education Committee of the Board of Education.

E. If the Education Committee cannot resolve the grievance within ten school days, the grievance will be referred to the entire Board of Education in writing with all pertinent papers for full Board action with all parties concerned present who shall be heard.

F. The group grievance could result from a problem arising out of a discussion with the Education Committee. Should this be the case, Steps A, B, and C would be eliminated.

G. All grievances involving budget items must be resolved before formal budget adoption by the Board of Education.

H. If the Board and the aggrieved are unable to agree, the matter shall be submitted to an advisory board within ten school days after the request of either party to the other. The Board of Education and the Education Association will each name an advisor. A third member who shall be chairman shall be named by the first two selected, from the American Arbitration Association. Costs, if any, shall be shared by the Board and Education Association. The recommendations of the advisory board shall be made public.

SCHEDULE A cont'd

GRIEVANCE POLICY con'd

I. If the advisory board fails to make a recommendation acceptable to both parties within fifteen days, the grievance shall be presented to the Commissioner of Education through the County Superintendent of Schools.

J. These procedures may be amended at any time by the Board of Education after such proposed amendments have been submitted to the employees for their reaction and after the employees have had fifteen school days to express their views regarding such proposed amendments. Employees may submit proposed amendments to the Board of Education through the Superintendent of Schools.

Individual Grievance Procedures for Certificated Personnel

Any individual member of the faculty shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal.

A faculty member shall have the right to present his own appeal or designate representatives of the Harrington Park Education Association or another person of his own choosing to appear with him at any step in his appeal.

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.

Procedure:

- A. The aggrieved faculty member is to present his grievance in writing to the Professional Rights and Responsibilities Committee.
- B. After receiving the grievance, the P.R.R. Committee shall have ten school days in which to call the aggrieved person before the committee to recommend a course of action.
- C. If the P.R.R. Committee supports the grievance by majority vote, it is then presented in writing to the aggrieved party's immediate superior within five school days.
- D. If the grievance cannot be resolved at this level within ten school days, all pertinent papers shall be presented to the Principal.
- E. If the grievance cannot be resolved at this level within ten school days, all pertinent papers shall be presented to the Superintendent who will forward same to the Education Committee of the Board of Education for action.

SCHEDULE A - continued

GRIEVANCE POLICY, continued

F. The Education committee has ten school days to resolve the grievance. If no satisfactory agreement can be reached, the matter goes to the entire Board of Education who will meet in executive session within ten school days with all parties concerned who shall be given the opportunity to be heard.

G. The Board of Education shall conclude hearings within ten school days. The Board shall have ten additional school days after the conclusion of the hearings to render a decision to the aggrieved.

H. If the Board and the aggrieved party are unable to agree, the matter shall be submitted to an advisory board within ten school days after the request of either party to the other. The Board of Education and the aggrieved will each name one advisor. A third member who shall be the chairman shall be named by the first two, from the American Arbitration Association. Costs, if any, shall be shared.

I. If the advisory board fails to make a recommendation acceptable to both parties within fifteen days, the grievance shall be presented to the Commissioner of Education through the County Superintendent of Schools.

Individual Grievance Procedures for Non-Certificated Personnel

J. These procedures may be amended at any time by the Board of Education after such proposed amendments have been submitted to the employees for their reaction and after the employees have had fifteen school days to express their views regarding such proposed amendments. Employees may submit proposed amendments to the Board of Education through the Superintendent of Schools.

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal.

A staff member shall have the right to present his own appeal or designate another person of his own choosing to appear with him or for him at any step in his appeal.

It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.

SCHEDULE A - continued

GRIEVANCE POLICY, continued

Procedure:

A. The aggrieved person shall present his problem to his immediate superior. If no solution is reached within five school days, the grievance is then presented to the Principal-in-Charge.

B. If the grievance cannot be resolved at this level within ten school days, it is then presented to the chairman of the Education Committee or the chairman of the House and Grounds Committee as the case may be for action by the committee concerned.

C. If no satisfactory agreement has been reached within ten school days at this level, the grievance goes to the President of the Board of Education who will meet in executive session with all Board members and parties concerned.

D. The Board of Education shall conclude hearings within ten school days. The Board shall have ten additional school days after the conclusion of the hearings to render a decision to the aggrieved.

E. If the Board and the aggrieved party are unable to agree, the matter shall be submitted to an advisory board within ten school days after the request of either party to the other. The Board of Education and the aggrieved will each name one advisor. A third member who shall be the chairman shall be named by the first two, from the American Arbitration Association. Costs, if any, shall be shared.

F. If the advisory board fails to make a recommendation acceptable to both parties within fifteen days, the grievance shall be presented to the Commissioner of Education through the County Superintendent of Schools.

These same steps would be followed for a group grievance of non-certificated personnel and the same immunity extended an individual would also apply to members of the group.

Board Policy
Adopted June 1, 1966
Revised October, 1978

HARRINGTON PARK, NEW JERSEY
SALARY GUIDE
1978-79

| Step | Base \$11,175 | BS | BS + 15 | BS + 30 | MA | MA + 15 | MA + 30 | | | | | |
|------|---------------|-----------|---------|-----------|-------|-----------|---------|-----------|-------|-----------|-------|-----------|
| 1 | 1.00 | 11,175.00 | 1.03 | 11,510.25 | 1.06 | 11,845.50 | 1.10 | 12,292.50 | 1.14 | 12,739.50 | 1.18 | 13,186.50 |
| 2 | 1.045 | 11,677.88 | 1.075 | 12,013.13 | 1.105 | 12,348.38 | 1.15 | 12,851.25 | 1.19 | 13,298.25 | 1.23 | 13,745.25 |
| 3 | 1.09 | 12,180.75 | 1.12 | 12,516.00 | 1.155 | 12,907.13 | 1.20 | 13,410.00 | 1.24 | 13,857.00 | 1.285 | 14,359.88 |
| 4 | 1.14 | 12,739.50 | 1.17 | 13,074.75 | 1.205 | 13,465.88 | 1.25 | 13,968.75 | 1.295 | 14,471.63 | 1.34 | 14,974.50 |
| 5 | 1.19 | 13,298.25 | 1.22 | 13,633.50 | 1.26 | 14,080.50 | 1.305 | 14,583.38 | 1.35 | 15,086.25 | 1.40 | 15,645.00 |
| 6 | 1.24 | 13,857.00 | 1.275 | 14,248.13 | 1.315 | 14,695.13 | 1.36 | 15,198.00 | 1.41 | 15,756.75 | 1.46 | 16,315.50 |
| 7 | 1.295 | 14,471.63 | 1.33 | 14,862.75 | 1.37 | 15,309.75 | 1.42 | 15,868.50 | 1.47 | 16,427.25 | 1.525 | 17,041.88 |
| 8 | 1.35 | 15,086.25 | 1.39 | 15,533.25 | 1.43 | 15,980.25 | 1.48 | 16,539.00 | 1.535 | 17,153.63 | 1.59 | 17,768.25 |
| 9 | 1.41 | 15,756.75 | 1.45 | 16,203.75 | 1.495 | 16,706.63 | 1.545 | 17,265.38 | 1.60 | 17,880.00 | 1.66 | 18,550.50 |
| 10 | 1.47 | 16,427.25 | 1.515 | 16,930.13 | 1.56 | 17,433.00 | 1.61 | 17,991.75 | 1.67 | 18,662.25 | 1.735 | 19,388.63 |
| 11 | 1.535 | 17,153.63 | 1.58 | 17,656.50 | 1.625 | 18,159.38 | 1.68 | 18,774.00 | 1.735 | 19,388.63 | 1.81 | 20,226.75 |
| 12 | 1.60 | 17,880.00 | 1.65 | 18,438.75 | 1.695 | 18,941.63 | 1.755 | 19,612.13 | 1.81 | 20,226.75 | 1.89 | 21,120.75 |
| 13 | 1.67 | 18,662.25 | 1.72 | 19,221.00 | 1.77 | 19,779.75 | 1.83 | 20,450.25 | 1.89 | 21,120.75 | 1.97 | 22,014.75 |
| 14 | | | | | 1.91 | 21,344.25 | 1.97 | 22,014.75 | 2.06 | 23,020.50 | | |

The Board of Education reserves to itself the right to award or withhold increment.

A \$200.00 longevity increment will be given to all teachers who have achieved tenure as of September 1, 1978.

The following longevity increment will be given to all teachers who have completed the specified years of consecutive service in the Harrington Park School as of 9/1/78,

| <u>Years of Service</u> | <u>Amount</u> |
|-------------------------|---------------|
| 15 | \$200.00 |
| 20 | 400.00 |
| 25 | 600.00 |

SCHEDULE B cont'd

It shall be clearly understood by both parties that the salary schedule (e.g. designated as Schedule B included in this agreement) does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.

2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the board. Such a meeting before the Board shall not constitute a plenary hearing.

3. The Board will not take necessary formal action until a date subsequent to the above meeting.

4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor, to the employee concerned.

SCHEDULE C

Absence From Work Policy

I. SICK LEAVE

A. Definition: (18A:30-1)

1. Sick leave is hereby defined to mean the absence from post of duty of any person because of personal disability due to illness or injury, or because of exclusion by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household.

B. Annual Allowance (18A:30-2)

10 months employees 10 days
12 months employees 12 days

1. Each person regularly employed shall be granted the annual allowance set forth above. All unused days during each school calendar year will be accumulated without limit for additional sick leave as needed in subsequent years.

2. Absences for which payment will be made in any school year in excess of accumulated sick leave shall require the recommendation of the Superintendent of Schools and the approval of the Board of Education.

C. Accounting

1. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

D. Sick Leave Payment

1. Payment for sick leave for service connected disability shall be in compliance with 18A: 30-2.1.

II. ABSENCE FOR PERSONAL REASONS, OTHER THAN SICK LEAVE

A. Purpose

Since paid sick leave is provided by law for all full-time employees, the following provisions for other necessary absences are made in order that such employees do not diminish allowable sick leave by declaring as "sick time" days needed for unavoidable personal reasons.

SCHEDULE C cont'd

ABSENCE FROM WORK POLICY cont'dB. Definitions

1. "Immediate Family" means husband, wife, child, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or anyone making his home with the employee's family and regarded as a member of the family.
2. Relative of second degree means uncle, aunt, niece, nephew, first cousin.
3. "Religious Holiday" - a day appropriate to the employee's religion, designated as a religious holiday by the New Jersey Commissioner of Education in his annual notice in accordance with Chapter 322, Public Laws of 1951.

C. ANNUAL ALLOWANCE (non-cumulative)

1. Serious illness in immediate family up to 5 days*
 2. Death in immediate family up to 5 days*
 3. Absence for Compulsory Military Service. An employee who must fulfill his annual military obligation during the course of the regular school year will receive compensation equal to the difference between his normal school salary and the amount of military pay received for the period of absence. 10 days
 4. For observance of a religious holiday when the fulfillment of religious obligations can be accomplished only during regular school working hours. 2 days
 5. Leave of absence for personal, legal, business household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for the personal leave shall be made at least two days before taking such leave (except in the case of emergencies) and the applicant for such leave shall **not** be required to state the reason for taking such leave unless he is taking it on a Monday or a Friday, or the day before or after a Holiday. 2 days
- *While the normal allowance will be two days, written application can be made for the five days maximum allowance.

ABSENCE FROM WORK POLICY - continuedIII. DEDUCTIONS

Whenever absence from work exceeds the allowance or whenever a person is absent for reasons other than stated above a deduction from salary will be made for each day's absence:

10 months personnel - 1/200th of annual salary

12 months personnel - 1/260th of annual salary

IV. MILITARY

Military leave without pay may be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones. The spouse of the person inducted shall not be eligible for any benefits or seniority.

V. MATERNITY

The Board of Education shall grant any request by an employee for a maternity leave of absence. This shall be in accordance with the following provisions:

1. A request for maternity leave must be submitted at least 60 days prior to commencement of such leave. The request for maternity leave shall state a specific commencement date at any time prior to the expected date of birth and specific return date which in no case shall be later than the first day of the second September following the beginning of the maternity leave.
2. At the employee's request, or at the request of the Board of Education and upon the recommendation of the Superintendent, the commencement and/or return dates may be extended or reduced for a reasonable period for medical reasons associated with the pregnancy or birth. In no case shall the employee on maternity leave be returned to duty until the Board's contractual obligations for the employee's replacement have been fulfilled and such action is deemed by the Board to be in the best interests of the pupils and the school under the then existing circumstances of any individual case. The teacher on maternity leave shall notify the Board of Education of her intentions by March 1 preceding the September of the year in which duties are to be resumed.
3. No salary or other fringe benefits shall be paid to an employee on maternity leave of absence, and time spent on maternity leave of absence shall not count toward placement on the salary guide or seniority.
4. The Board of Education shall not be obligated to extend the maternity leave of absence of a non-tenured employee beyond the expiration date of the employment contract in effect at the time the maternity leave of absence commences.

ABSENCE FROM WORK POLICY - continued

5. Any employee giving notice of intent to adopt an infant child shall receive similar leave which shall commence upon the receipt of de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, providing the Superintendent/Principal received notice at the time of the making of the application for adoption.
6. Failure of the employee to resume duties on the return date shall constitute grounds for dismissal.

Upon the recommendation of the Superintendent/Principal the Board of Education may require a maternity leave of absence to commence on a date earlier than applied for if:

- (a) The Board of Education determines that the pregnant employee's teaching or other performance has noticeably declined; or
- (b) The pregnant employee is determined to be not medically able to continue teaching or perform other regular duties by written notice following examination and consultation by employee's physician and Board's physician. However, if there is a difference of medical opinion between the physicians, the two shall in good faith designate a third impartial physician who shall examine the employee at the equal expense of the Board and the employee, and whose medical opinion shall be conclusive and binding on the medical capacity to continue teaching or other regular duties, or
- (c) There is any other just cause.

VI. ILLNESS IN FAMILY

A leave of absence without pay or fringe benefits of up to one (1) year shall be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board. All benefits to which a teacher was entitled to at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

VII. EXCLUSIONS

The above policy shall not apply in the case of substitute teachers or individuals substituting for other personnel covered by the regulations. No payment for absence of substitutes is authorized.

SCHEDULE C - continued

ABSENCE FROM WORK POLICY - continuedVIII RETIREMENT

A. Any teacher having taught a minimum of twenty-five (25) years in the State of New Jersey and having accumulated a minimum of eighty (80) sick days up to a maximum of one hundred eighty (180) sick days in the Harrington Park School district shall be compensated for his accumulated sick days at the rate of average daily pay based on the last five (5) years of service. Provision (A) shall not be applicable unless its legality is upheld.

B. Any teacher having accumulated a minimum of one hundred eighty (180) sick days in the Harrington Park School district has the option of retiring after twenty-four (24) years of service in New Jersey by taking a one year paid leave of absence to be counted in the total of twenty-five (25) years toward retirement. This shall be in lieu of money payment as in A.

C. One year notice of intent must be given in either (A) or (B) above.

Board Policy
Adopted October 13, 1969
Revised 1973, 1974, 1975