

AGREEMENT

Entered into between the

HARRISON BOARD OF EDUCATION

and the

HARRISON EDUCATION ASSOCIATION

July 1, 2004 through June 30, 2007

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Exhibit 2

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PREAMBLE

THIS AGREEMENT entered into this 1st day of July, 2004, by and between the Board of Education of the Town of Harrison, New Jersey, hereinafter called the "Board" and the Harrison Education Association, hereinafter called the "Association".

W I T N E S S E T H :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Harrison School District is their primary aim and that the character of such education depends pre-dominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty; and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions 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

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel, whether under contract or on leave, employed by the Board, but excluding:

Any person covered by an individual contract of employment

Any person covered by the Labor Agreement between the Harrison Board of Education and the Harrison Administrators Association

Business Administrator/Board Secretary

Assistant Business Administrator/Board Secretary

Business Manager

Attorney

Physician

Psychiatrist

Attendance Officer

Clerks

Custodians

B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATIONS FOR SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations for a successor Agreement in accordance with Chapter 303, Public Laws 1968, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1, of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and, ratified by the Harrison Education Association and approved by the Board and be signed by appropriate representatives for the Board and the Association.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance

A "grievance" shall mean a complaint by a teacher or the Association based upon an alleged misinterpretation, misapplication or violation of this Agreement. In order to be considered under this procedure, a grievance must be initiated in writing by the teacher or the Association within thirty (30) school days from the time when the teacher, or the Association, knew of its occurrence.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. Year-end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following 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.

3. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, or one of his own choosing, with the objective of resolving the matter informally.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing to the Superintendent, a copy of which will be sent to the Principal. Within twenty (20) school days after receiving the written grievance, the Superintendent shall communicate his decision in writing, along with supporting reasons, to the aggrieved person and his principal.

5. Level Three

If the grievance is not resolved to the grievant's or the Association's satisfaction, the grievant or the Association, no later than five (5) school days from the receipt of the Superintendent's decision or the last date for issuing such decision, may request a review by the Board's Negotiations Committee. The request shall be made in writing and sent to the Chair of the Committee, with copies to the Superintendent and the Board Secretary. The Committee shall review the grievance and all relevant documentation and may conduct an informal hearing with the grievant, if requested. The Committee shall issue a written decision no later than forty-five days from receipt of the grievance.

6. Level Four

(a) If the decision of the Negotiations Committee does not resolve the grievance to the satisfaction of the Association and the Association decides to proceed to binding arbitration, it must file a demand with one of the panel arbitrators no later than fifteen (15) school days from receipt of the Negotiations Committee's decision.

The parties agree to use the following arbitration panel in a rotational process. (See schedule E)

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, not subtract anything from the Agreement between the parties.

Effective July 1, 1989, the decision of the arbitrator shall be binding upon the Board and the Association.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teachers and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As duly as selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, as amended, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions or employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on

said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applies so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

C. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance herein set forth.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting 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. Any suspension of teacher pending charges shall be with pay.

E. Evaluation of Students

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

District, based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. In the event an evaluation is protested and the Superintendent believes such protest has merit, he shall refer same to PR&R Committee for review and comment. If the protest cannot be adjusted at that level, the PR & R Committee shall meet the Superintendent and three members of the Board to dispose of the protest.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

Upon request of the Association, the Board will supply available information, with the exception of confidential personnel records, which are pertinent to negotiations and/or the processing of any grievance under this Agreement.

B. Released Time for Meetings

Whenever any representative of the Association engages in a meeting during working hours with a member(s) of the Board, or with a supervisory official, he shall suffer no loss of pay.

C. Use of School Buildings

The Association is granted use of school buildings without cost at reasonable time to conduct meetings or hold conferences. Request for such use must be made in advance to the School Superintendent.

D. Use of School Equipment

The Association shall have the right to make appropriate use of school facilities and equipment when not being utilized for school purposes. A reasonable charge will be paid for supplies used or damage caused.

E. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin

board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.

The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

F. Mail Facilities and Mail Boxes

The Association shall have the right to "appropriately" use the interschool mail facilities and school mail boxes as it deems necessary and without approval of building principals or other members of the administration.

G. Orientation Programs

All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a Board of Education. Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.

H. Sub-Contracting

The Board shall enter into no contract which will result in instructions being provided, supervised, or otherwise influenced by any person, organization, group or company other than properly certificated persons directly employed by the Board.

I. 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.

J. Association officers and building representatives may leave the building to conduct Association business during prep time, at 3:00 p.m.; or at the request of the Board of Education or Administration, subject to approval of the building principal.

ARTICLE VI

TEACHER WORK YEAR

A. In-School Work Year

1. The school year shall not be more than 186 days, including the one-half (1/2) day orientation. The first day of each school year shall be 1/2 day orientation and 1/2 day in-service training. Pupil contact days will be not less than 180 and not more than 182. In addition to the first day, the school year shall contain one (1) full in-service day which shall consist of five (5) hours (9:00 a.m. to 2:00 p.m. without lunch). The use of days 185 and 186 shall be with approval of the Executive Committee of the Association.

2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Teachers' attendance shall not be required whenever student attendance is not required due to inclement weather.

4. The first week of the school year, elementary students shall be dismissed at 1:00 P.M. and high school students shall be dismissed at 12:30 P.M. The teacher work day shall end at 3:00 P.M. on those days. (See also Schedule B)

B. School Calendar

The school calendar shall be drawn up by the Chief School Administrator and approved by the Board of Education.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. New Check-in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by writing the exact hour, with minutes, in the appropriate column of the "faculty sign-in" roster both morning and afternoon prior to each session. Suitable penalties may be assessed against a teacher who is habitually tardy.

2. Length of the Day

The total work day shall not consist of more than seven (7) hours at the High School or more than six and three quarter (6 3/4) hours at Washington and Lincoln Schools.

3. Arrival and Dismissal Time

a. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as otherwise designated in Schedule C. On Fridays, or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupil's day. The Superintendent of Schools shall determine the dismissal time for teachers on inclement weather days.

b. Effective with the beginning of the 2001-2002 school year, teachers will report as follows:

Lincoln School – 8:30 a.m.

Washington School – 8:30 a.m.

High School – 8:15 a.m.

B. Teacher Load

1. High School

(a) The daily teaching load in the high school shall be five (5) teaching periods and shall not exceed five and one-half (5 1/2) hours of pupil contact per day. Assignment to a supervised study period of non-compensated extra-curricular activity during school hours shall not be considered a teaching period for the purpose of this Agreement.

(b) All directors (Coordinator of Industrial Education, Coordinator of Office Education) in the High School shall be required to teach not less than three (3) nor more than four (4) teaching periods unless outside funding agreements require a modification.

2. Washington School

The daily teaching load in the Washington School shall be determined by the class schedule but shall not exceed four hours fifty minutes of instructional time. Total pupil contact time shall not exceed five and one third (5 1/3) hours per day.

3. Lincoln School

The daily teaching load at Lincoln School shall be determined by the class schedule but shall not exceed four hours and fifty minutes of instructional time. Total pupil contact time shall not exceed five and one third (5 1/3) hours per day.

4. Instructional Planning

Every teacher shall plan and teach course content with the approval of the administration, in the manner he/she considers most practical and useful. Teachers shall provide a lesson plan or guide for a substitute.

5. Number of Preparations

High school teachers shall not be required to teach more than two (2) subject areas, nor more than a total of three (3) teaching preparations, except in an emergency.

C. Lunch Periods

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least forty-five (45)

minutes.

2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. Teachers may not leave the building at any other time without specific permission of the building principal or his/her designee.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings one (1) day each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

3. Association Right to Speak

The Association may conduct its own meetings in addition to meetings set out in D. 1. of this ARTICLE.

4. Notice and Agenda

The notice of any meeting shall be given to the teachers involved at least two (2) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

5. Evening Meetings

Teachers may be required to attend no more than four (4) evening meetings. Three (3) evening meetings will be at the discretion of the Chief School Administrator. The other

one (1) evening meeting shall be convened with the approval of the executive committee of the Association.

E. Preparation Time

1. Grade Level

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties, as follows:

- (a) High School - one (1) per day, or not more than five (5) per week.
- (b) Washington School - one (1) per day, or not more than five (5) per week.
- (c) Lincoln School - one per day, or not more than five (5) per week.
- (d) A preparation period shall consist of not less than forty (40) minutes.

F. Extra-curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule E are educationally worthwhile.

2. Salary

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or released time in Schedule D.

G. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school-sponsored activity. The Superintendent's permission is subject to approval of his request of field trip by the Board of Education. Field trips may be cancelled by the Superintendent, at any time, to ensure the safety and well-being of the students. Any funds lost by a teacher due to a cancellation of a field trip, shall be reimbursed by the Board of Education.

ARTICLE VIII
TEACHER - STUDENT RATIO

A. The Board and teachers agree that class size is an important consideration and the Board will continue efforts to achieve effective class size.

ARTICLE IX

SPECIALISTS

A. Specialists

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

B. Substitutes

1. Certification

Positions which are vacant because teachers are temporarily absent shall be filled by teachers who hold a standard certificate issued by the New Jersey State Board of Examiners.

2. List

The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

3. Coverage

The Board shall provide substitutes for all personnel in all departments, including special teachers and nurses.

ARTICLE X
TEACHER EMPLOYMENT

A. Certification

1. Standard Certificates

The Board agrees to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

2. Notification

In the event the qualifications or certification of a professional person is questioned, the Superintendent shall furnish the Association pertinent documentation.

B. Non-Certificated Personnel

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certificated professional employee.

C. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule in accordance with Paragraphs 2 and 3 below. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year service toward the next increment step for the following year.

2. Credit for Experience

Credit for prior public school teaching experience upon initial employment shall be determined by the Superintendent of Schools with the approval of

the Board of Education except that the step assigned based upon outside experience shall not exceed the step attained by equal years of teaching experience in the district. This shall not affect those who are presently employed.

D. Returning to the District

A teacher with previous teaching experience in the Harrison School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience of alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work, and time spent on a Fulbright Scholarship, up to the maximum set forth in Section 2 above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule that they received in the last full year of service.

ARTICLE XI

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.

B. Procedure for Withholding Increments

Regular salary guide increments excluding adjustment may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties, and only in accordance with the following:

1. Subject to ARTICLE IV, Section C.
2. That the procedure be adhered to as outlined in Article XVI, "Teacher Evaluation".
3. The immediate superior and/or the Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, the Principal has given to the teacher the alleged cause (s) for the recommendation specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
4. Once a recommendation is forwarded to the teacher and the Board, the teacher may, within ten (10) school days, file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE III of this Agreement.
5. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration as set forth in ARTICLE III of this Agreement.

6. Salary guide increment or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole, or in part.

C. Salary Payments

1. Method of Payment

The method of payment shall be the twenty-six every other Friday payment plan.

2. Exceptions

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

3. Final Pay

Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June, provided all scheduled reports are completed.

Athletic coaches, extra-curricular and class advisors shall be paid in accordance with Schedule D of this Agreement.

D. 1. Effective July 1, 1990, a longevity program shall be established for coaches who coach in the district for present coaching staff as follows:

a. High School Coaches - \$ 50.00/year

b. Elementary Coaches - \$ 25.00/year

2. Effective July 1, 1997, the longevity program for coaches shall be increased as follows:

a. High School Coaches - \$ 100.00/year

b. Elementary Coaches - \$ 50.00/year

3. Effective July 1, 1997, a longevity program shall be

established for extra-curricular advisors as listed in the Schedule D of this Agreement as follows:

a. High School - \$ 50.00/year

b. Elementary - \$ 25.00/year

NOTE: For the purpose of payments under XII D 1, 2, 3, longevity shall be defined as years of service in the same sport/activity at the same level (High School/Elementary)

E. Longevity Bonus Payments

Beginning with 11th Year of Service 2%

Beginning with 13th Year of Service 4%

Beginning with 15th Year of Service 7%

Beginning with 21st Year of Service 8%

F. Teachers who are asked to cover classes during their preparation periods will be compensated at the rate of \$20.00/class. If staff coverage is required beyond one month after a teacher has notified the Board of an extended leave of absence or the Board has granted a terminal leave, the teachers will be compensated at 1/5 his or her daily salary.

G. Teachers employed in after school or summer programs shall be paid \$25.00 per hour. Teachers employed as supervisors/directors of such after school or summer programs shall be paid \$28.00 per hour.

ARTICLE XII

TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than August 1. A list of said schedules and assignments shall be sent to the Association if changes are made.

2. New Teachers

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 1.

3. Revisions

In the event that changes in such schedules, classes and/or subject assignments, or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

C. Traveling Teachers

1. Schedules

Schedules of teachers who are assigned to more than one school shall not be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfer and reassignment for the following year shall be submitted not later than May 31.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously or without basis in fact.

ARTICLE XIV
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than the last day of the school year.

B. Criteria

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Harrison School District, length of service in the particular school building, and other relevant factors, laws, rules, regulation or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

C. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and his/her building Principal at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XV
TEACHER EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Evaluation by Certified Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. Evaluation Procedure

1. Communication

Prior to any evaluation report, the immediate superior of a teacher shall have had appropriate communication, including but not limited to all steps in Paragraph 2 below of this Agreement, with said teacher regarding his performance as a teacher.

2. Reports

Evaluation reports shall be presented to each teacher by his immediate superior in accordance with the following procedures:

(a) Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any and all supervisory personnel who come into contact with the teacher in supervisory capacity.

(b) Such reports shall be addressed to the teacher

(c) Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report

(2) Weaknesses of the teacher as evidenced during the period since the previous report

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated

C. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of an documents contained herein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality, 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 to the copy to be filed, with the express understanding that such signature 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 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 file which is not available for the teacher's inspection.

D. Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XVI
TEACHER FACILITIES

A. Listing of Facilities

Each school shall have the following facilities:

1. A serviceable desk and chair for the use of the teachers
2. A communication system so that teachers can communicate with the building office from their classroom
3. Adequate chalkboard space in every classroom

B. Special Clothing

The Board shall provide smocks for the art and home economic teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial arts teachers. Proper laundering service for all said items shall be provided without charge to the teacher.

C. Answering Service

If a teacher is to be absent, a telephone call should be made to the Office of the Superintendent (973-483-4627) between 7:30 a.m. and 8:00 a.m. The call must be made as early as possible during this period as it is very difficult, at times, to obtain a substitute. The person making the call should identify himself or herself and state the reason for and probable length of the absence. When the absence period is indefinite, a call should be made to the Superintendent's Office no later than 2:00 p.m. on the day preceding the teacher's expected return to school. Failure to comply with the above regulations may result in being penalized a day's salary or fraction thereof. Once a teacher has reported unavailability, it shall be the responsibility of the administration to

arrange for a substitute.

The Board shall provide an answering machine in the Superintendent's Office to record teacher's absence.

ARTICLE XVII

SICK LEAVE

A. Accumulative

As of September 1, 1978, all teachers employed, except first year teachers, should be entitled to sixteen (16) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days should be accumulated from year to year with no maximum limit. The Board reserves the right to request a doctor's certification of illness after any period of five (5) days continued absence or sick leave or numerous one or two-day absences in a short period.

B. Terminal Leave

Any faculty member who retires after thirty (30) years of service, or after age fifty-five (55) shall be granted a terminal leave of one school day for each unused sick leave day up to a total of 120 days. In no case shall the leave extend beyond the end of the school year in which the faculty member retires.

C. Notification of Accumulation

Teachers should be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

D. Extended Sick Leave Beyond Accumulation

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

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Five (5) days 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 personal leave shall be made at least one week before taking such leave. A teacher shall not be required to state the reason for taking such leave other than that he is taking it under this section. It is understood that personal days on Monday or Friday, or immediately before or after a holiday recess, will not be authorized unless the applicant establishes a dire emergency which meets the approval of the supervisor.

2. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the Superintendent.

3. Community Service Leave

Any teacher who is a member of a Community Service organization in the Town of Harrison, or who is requested by any such organization to attend or participate in meetings or programs of the organization conducted during school hours, shall be granted time off with pay for such purposes upon request, upon approval of the Chief School Administrator. Jury duty at any level, regardless of location, shall be recorded as Community Service Leave under this section.

4. Conferences and Affiliates

Up to three (3) days for representatives of the Association to attend

conferences and conventions of the State and National affiliated organizations upon approval of the Board of Education through the Superintendent's Office.

5. Temporary Leaves of Absence

Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

6. Death

(a) Up to five (5) days at any one time in the event of a death of a teacher's spouse, child, parent, and any other member of the immediate household.

(b) Up to three (3) days, which shall include the day of the funeral, and the two (2) immediate preceding calendar days, in the event of a death of a teachers brother, sister, grandparent, or in-laws.

(c) Up to one (1) day, but only the day of the funeral, for a relative outside the teachers immediate family, as defined in (a) and (b) above.

(d) In the event of the death of a teacher or student in the Harrison School District, the Principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

7. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid the difference between his regular pay and any pay received from the State or Federal government.

8. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave except in the case of the five (5) personal days which will be charged to sick leave.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. International and Federal Programs

A leave of absence without pay of up to one (1) year shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Outside Teaching

A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

D. Military

Military leave without pay shall 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 from any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

E. Maternity

1. Natural Birth or Adoption of Minor Child

The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:

- (a) Maternity leave shall commence and terminate on the date

requested by the teacher. The leave should start at the beginning of the month and terminate at the end of a month, if possible.

(b) Any teacher granted maternity leave without pay according to the provisions of this Section may, at her/his discretion, elect to use all or any part of her/his accumulated sick leave during the period of such absence and receive full pay and benefits for the same.

(c) Any teacher granted maternity leave shall at her/his request be restored to the exact teaching position, subject area, if available, or, if not, to a substantially equivalent position and grade level vacated at the commencement of said leave as far as possible, if it is in the best interest of students involved.

(d) No teacher shall be requested to leave work unless the Board physician directs that she do so.

(e) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

(f) The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1, et seq., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

2. Any teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The Board reserves the right to require an examination by a physician chosen by the Board. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of her absence.

F. Illness in Family

A leave of absence without pay up to one (1) year shall be granted for the

purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

G. Political

The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself, for a period not to exceed two (2) months.

H. Good Cause

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

I. Return from Leave

1. Benefits

All benefits to which a teacher was entitled at the time of his leave absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, 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.

J. Extensions and Renewals

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

ARTICLE XX
SABBATICAL LEAVES

A. Purpose

A sabbatical leave may be granted to a teacher by the Board, in its discretion, for study, including study in other areas of specialization, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. Number of Teachers

No more than one (1) teacher per building shall be granted sabbatical leave in any school year.

2. Request

Requests for sabbatical leave must be reviewed by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum Time to Qualify

The teacher has completed at least fifteen (15) full school years of service in the Harrison School District. (Seven (7) years if the person goes back to school and takes courses that will be beneficial to the school system, in the opinion of the Superintendent).

4. Pay

A teacher on a sabbatical leave (either for one-half (1/2) of a school year, or for a full school year) shall be paid by the Board at one-half (50%) of the salary rate which he would have received if he had remained on active duty if said leave is for study, and at fifty percent (50%) if for travel or other reason.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return, except for sick days allowed. A teacher who has been granted a sabbatical leave shall provide a minimum of three (3) years services with the Board upon return from sabbatical leave.

ARTICLE XXI
SUPERVISION OF STUDENT TEACHERS

A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively. Through the cooperation of the Harrison School District and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experience. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Harrison School District that are relevant to the teaching art.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Teaching Experience

No teacher shall have a student teacher under his supervision unless said teacher has had at least three (3) years of teaching experience, with the most recent year in his present position.

2. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Consent

Each prospective cooperating teacher may accept or reject any student teacher. The teacher shall receive the request to take a student teacher at least twelve (12) weeks prior to the student's introduction to the classroom.

4. Released Time

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

5. Assignment

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

6. 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 be assumed.

7. Explanation of School Personnel Responsibilities

The Superintendent, or his designee, shall arrange for other school personnel, including teachers, Principal, remedial instructors, guidance counselors, curriculum coordinators, school psychologist, school nurse, and school social worker to assist the cooperating teacher in providing an understanding of their roles for the student teacher.

8. Materials and Supplies

(a) 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.

(b) Upon request, a cooperating teacher shall be provided with those

school records which he feels necessary for an understanding of the field experience by the student teacher. Upon completion of the field experience, the cooperating teacher shall arrange with the student teacher for the return of all such copies of student records.

9. 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.

10. Substitution

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

11. Information for Cooperating Teachers

The Superintendent, or his designee, shall arrange for each cooperating teacher to be provided in writing with the following in accordance with college procedures:

(a) Information about the student teacher, such as his background, college record, interests, talents, and special problems of which the cooperating teacher and school administration should be aware.

(b) Information about the college program and the college's expectations and requirements for student teachers.

(c) Specific information about the student teacher to be assigned, and holidays or special events which affect the student teacher's attendance.

12. Orientation

Prior to the commencement of the student teaching experience, the Superintendent shall request the prospective student teacher to visit the Harrison School District for appropriate orientation by the Superintendent or his designee and the cooperating teacher.

ARTICLE XXII
INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family-plan insurance coverage.

1. Provisions of Coverage

Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- (a) Hospital room and board and miscellaneous costs
- (b) Out-patient benefits
- (c) Laboratory fees, diagnostic expenses and therapy treatment
- (d) Maternity costs
- (e) Surgical costs
- (f) Major Medical coverage. Effective July 1, 1989, the Board shall improve Major Medical to provide unlimited maximum coverage and co-insurance to eighty percent (80%) of the first five thousand (\$5,000.) dollars with payment of one hundred percent (100%) thereafter
- (g) Family prescription drug program on a \$ 5.00 co-pay basis (Zero co-pay for generic drugs)
- (h) The Board shall improve the above coverage provision known as "Rider J" to so called "Super J" at no cost to unit members
- (i) The Board shall provide a dental coverage plan for teachers and their family which includes 70% coverage for basic procedures

(j) The Board shall provide coverage for all childhood immunizations for active employees at work; after \$10.00 co-pay if in network, or 80% if out-of-network.

(k) The Board shall provide coverage to one (1) mammogram per year, for any active employee over age thirty-five (35) at 100%, after \$10 co-pay, if in network or 80% if out of network.

2. Carrier

The choice of health insurance carrier shall be at the discretion of the Board of Education.

3. Complete Annual Coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Retirement Coverage

The Board shall provide for continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

C. Description to Teachers

The Board shall provide to each teacher a description of the health care insurance coverage provided under this ARTICLE, which description shall clearly show conditions and limits of coverage as listed above.

D. Washington National Meetings

The Superintendent shall permit representatives of the NJEA endorsed disability plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meeting on a district or building level at the request of the Association. Requests for such meetings shall be

ARTICLE XXIII
PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the work day.

B. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, State or Federal law.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Harrison School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Controversial Material

Teachers shall be guaranteed full freedom to discuss controversial material relevant to course content.

2. Personal Opinion

Teachers may express personal opinions on controversial subjects so long as they indicate it is a personal opinion and falls within the area of the teacher's expertise with no censorship implied. It is agreed that parents have a right to expect that the schools will support the values and standards taught at home; these values must

made no more than once a year. It is agreed that the representatives of the NJEA endorsed disability plan shall be permitted a minimum of twenty (20) minutes for the meeting.

E. Optical Plan

Effective 1988-89 the Board shall provide an optical plan equal to the Town of Harrison's optical plan for town employees.

not be deliberately destroyed.

3. Censorship

Teachers shall not be censored or restrained in the performance of their teaching functions on the ground that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system or detrimental to school or school system public relations, provided the materials discussed and/or opinions expressed are relevant to the course that is being taught.

ARTICLE XXIV

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Harrison Education Association, the Hudson County Education Association, the New Jersey Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice reasonably prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and

voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. Life Insurance

The Board shall permit the Association to select a life insurance carrier and to allow for a salary deduction payment.

D. Note

It is understood that salary paid between July 1st and the first day of school, to any employee covered by this agreement, is advance payment for services to be rendered during that "school year" as defined by the Board approved School Calendar for that year.

It is expected that any employee who leaves the employ of the Harrison Board of Education during any school year may have to refund all or part of this advance payment.

Repayment shall be calculated as follows:

Gross Wages Paid **	\$ XXXXX.00
Less Wages Earned ***	(\$ XXXXX.00)
Amount to be refunded	\$ XXXXX.00

** Gross wages paid = Annual salary divided by 26 times the number of periods from July 1st to date of severance

*** Wages earned = Annual salary divided by 180 times the number of scheduled school days between September 1st and date of severance

ARTICLE XXV
MISCELLANEOUS PROVISIONS

A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Separability

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance between Individual Contract and Master Agreement

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

D. Printing Agreement

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within forty-five (45) days after the agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

E. Notice

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at 517 Hamilton Street, Harrison, New Jersey, 07029

2. If by Board, to Association at Harrison Education Association, 1 North Fifth Street, Harrison, New Jersey, 07029

F. This Agreement shall be subject to the provisions of Title 18A; in the event of any conflict between Title 18A and this Agreement, Title 18A shall control.

G. All buildings shall be on a central register effective 1987-88.

H. Effective July 1, 2001, the Board will provide twenty (20) hours of professional development in each school year, at no cost to the teacher. This twenty (20) hours shall be achieved as follows:

- a. One in-service day (Article VI, A.1.) – five (5) hours
- b. Five (5) two (2) hour in-service days (2:00p.m. to 4:00p.m.)
- c. Five (5) one(1) hour after school in-service programs (3:15p.m. to 4:15p.m.)

ARTICLE XXVI

DURATION OF AGREEMENT

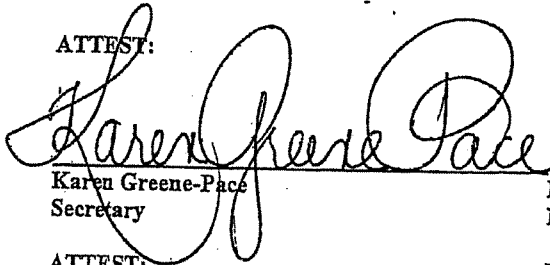
A. Duration Period

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II hereof.

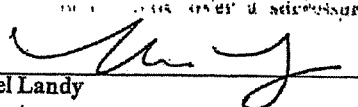
This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed hereon, all on the date and year first above written.


ATTEST:


Karen Greene-Pace
Secretary

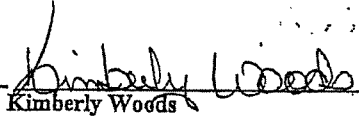
HARRISON EDUCATION ASSOCIATION


Michael Landy
President

ATTEST:


M. Christine Scarpa
Board Secretary

HARRISON BOARD OF EDUCATION


Kimberly Woods
President, Harrison Board of Education

ONE YEAR ADDENDUM TO 2004-2007

FOR THE BOARD:

Kimberly Woods
Kimberly Woods, President

DATE

FOR THE HEA:

Michael Landy
Michael Landy, President

DATE ~~4/29/05~~

ATTEST:

M. Christine Scarpà
M. Christine Scarpà, Board Secretary

DATE

ATTEST:

Karen Greene-Pace
Karen Greene-Pace, Secretary

DATE ~~5/2/05~~

SIDE-BAR AGREEMENT

A. Effective July 1, 1991, the Association agrees to be neither unreasonable or capricious in denying approval for evening meetings (ARTICLE VII, Section D, Subsection 5).

B. Effective July 1, 1995, the Board of Education shall maintain a parking lot at the corner of Harrison Avenue and Patterson Street. This facility will be available to any teacher in the Harrison School District, if they have a resident sticker or non-resident sticker, up to the established capacity of the lot. The Board of Education retains the right to establish rules and regulations as to the use of this lot and/or to terminate the availability at its discretion.

C. The Board and the Association agree to establish a negotiations sub-committee to develop language dealing with the Continuing Education Code.

SCHEDULE A

HARRISON
2004-05 SALARY GUIDE

Year 1

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	33,721.	35,264.	36,363.	43,692.
2	34,221.	35,764.	36,863.	43,692.
3	34,221.	35,764.	36,863.	43,692.
4	34,721.	36,264.	37,863.	44,192.
5	35,421.	36,964.	38,063.	44,892.
6	37,735.	39,343.	40,514.	47,206.
7	40,203.	41,838.	43,165.	49,674.
8	42,793.	44,493.	45,948.	52,264.
9	45,135.	47,274.	48,912.	54,606.
10	48,958.	50,677.	52,468.	58,429.
11	53,502.	54,943.	57,002.	62,973.
12	58,556.	60,015.	61,002.	68,027.
13	65,505.	67,591.	69,934.	74,976.
MAX.	72,205.	74,291.	76,634.	81,676.

SCHEDULE A

HARRISON
2005-06 SALARY GUIDE
Year 2

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	35,000.	36,543.	39,700.	44,980.
2	35,000.	36,543.	39,700.	44,980.
3	35,200.	36,743.	39,900.	45,180.
4	35,200.	36,743.	39,900.	45,180.
5	35,921.	37,464.	40,621.	45,901.
6	38,235.	39,843.	42,935.	48,215.
7	40,703.	42,338.	45,403.	50,683.
8	43,293.	44,993.	47,993.	53,273.
9	45,635.	47,774.	50,335.	55,615.
10	49,458.	51,177.	54,158.	59,438.
11	54,002.	55,443.	58,702.	63,982.
12	59,056.	60,515.	63,756.	69,036.
13	67,205.	69,491.	71,905.	77,185.
MAX.	74,205.	76,491.	78,905.	84,185.

SCHEDULE A

HARRISON
2006-07 SALARY GUIDE

Year 3

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	37,295.	39,695.	42,395.	47,775.
2	37,495.	39,895.	42,595.	47,975.
3	37,495.	39,895.	42,595.	47,975.
4	37,695.	40,085.	42,795.	48,175.
5	37,695.	40,095.	42,795.	48,175.
6	38,295.	40,695.	43,395.	48,775.
7	40,763.	43,163.	45,863.	51,243.
8	43,353.	45,753.	48,453.	53,833.
9	45,695.	48,095.	50,795.	56,175.
10	50,005.	52,405.	55,105.	60,485.
11	55,905.	58,305.	61,005.	66,385.
12	62,105.	64,505.	67,205.	72,585.
13	68,705.	71,105.	73,805.	79,185.
MAX.	76,305.	78,705.	81,405.	86,785.

SCHEDULE A

HARRISON
2007-08 SALARY GUIDE

Year 4

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	41,083.	43,083.	46,383.	51,883.
2	41,283.	43,783.	46,583.	52,083.
3	41,483.	43,983.	46,783.	52,283.
4	41,483.	43,983.	46,783.	52,283.
5	41,883.	44,383.	47,183.	52,683.
6	41,883.	44,383.	47,183.	52,683.
7	42,283.	44,783.	47,583.	53,083.
8	44,873.	47,373.	50,173.	55,673.
9	46,105.	48,605.	51,405.	56,905.
10	51,705.	54,205.	57,005.	62,505.
11	57,655.	60,155.	62,955.	68,455.
12	63,955.	66,455.	69,255.	74,755.
13	70,755.	73,255.	76,055.	81,555.
MAX.	78,505.	81,005.	83,805.	89,305.

SCHEDULE B

The School Calendar for the '04-'05; '05-'06; and '06-'07 school years, as approved by the Harrison Board of Education, shall be included here and made part of this Agreement.

For the years '05-'06; '06-'07, and '07-'08, the first week of school shall be half session day for students.

SCHEDULE C

The length of the school day, as established by the Harrison Board of Education, covering the school years 2004-05, 2005-06, and 2006-07 are hereby ratified and made part hereof.

SCHEDULE D

Athletic Positions and Annual Payments

<u>HARRISON HIGH SCHOOL</u>	<u>#</u>	<u>PAYMENT</u>
Athletic Director	1	\$ 9,795.
Football Coach - Head	1	5,505
- Assistant	3	3,195.
- Freshman	1	3,195.
Basketball (Boys/Girls)		
Varsity Coach	1	5,505.
Assistant/J.V.	1	3,195.
Freshman	1	3,195.
Soccer (Boys/Girls)		
Varsity Coach	1	5,505.
J.V. Coach	1	3,195.
Baseball/Softball (Boys/Girls)		
Varsity	1	5,505.
Assistant	1	3,195.
Freshman	1	3,195.
Swimming		
Varsity	1	5,505.
Assistant	1	3,195.
Volleyball (Boys/Girls)		
Girls - Varsity	1	5,505.
Assistant	1	3,195.
Bowling	1	4,790.
Cross Country		
Varsity	1	4,790.
Assistant	1	2,830.
Tennis		4,790.

Cheerleaders (Two Seasons)		
Varsity (per season)	1	4,790.
Assistant (per season)	1	2,830.

WASHINGTON SCHOOL

Baseball Coach - Boys	1	990.
Soccer Coach - Boys	1	990.
Basketball Coach - Boys	1	990.
- Girls	1	990.
Cheerleader Advisor	1	715.
Athletic Director	1	1,650.

SCHEDULE D

Extra-Curricular Positions and Annual Payments

<u>HARRISON HIGH SCHOOL</u>	<u>#</u>	<u>Payment</u>
Band Director (Two Seasons)(Per Season)	1	2,865.
Activities Coordinator	1	1,430.
Drama Club Director	1	2,425.
Drama Club Producer	1	2,425.
Drama Club Musical Director	1	2,425.
School Publicist	1	1,430.
Yearbook Advisor	1	2,865.
Treasurer	1	3,085.
Senior Class Advisor (s)	As needed	2,540. (total)
Junior Class Advisor (s)	As needed	2,540. (total)
Student Council Advisor	1	880.
SRA Coordinator	1	1,430.
Video Production Coordinator	1	1,430.
Video Coordinator	1	550.
Publications Coordinator	1	1,430.
High School Facilitator	1	2,000.
Weight Room Coordinator (total 2 seasons)	1	4,565.

CLUBS

National Honor Society	550.
Art	550.
Computer	550.
English	550.
Environmental	550.
French	550.
History	550.
Library	550.
Spanish	550.
Technology	550.
Dance Chaperones (4 @ \$30. each for three dances)	360.
Cuisine	550.

WASHINGTON SCHOOL

Band Director	1	1,100.
Drama Club Producer	1	880.
Drama Club Director	1	880.
Newspaper Advisor	1	770.
Yearbook Advisor	1	770.
Student Government Advisor	1	770.
Art	1	660.
Dance Chaperones (4 @ \$25. each For three dances)		300.

LINCOLN SCHOOL ANNEX

Newspaper Advisor	1	770.
Student Council	1	770.
Art	1	660.