

ADOPTED NEGOTIATIONS AGREEMENT

BETWEEN

HARDYSTON TOWNSHIP EDUCATION ASSOCIATION

AND

HARDYSTON TOWNSHIP BOARD OF EDUCATION

FOR SCHOOL YEARS

2008-2009

2009-2010

2010-2011

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation, concerning the terms and conditions of employment for personnel, whether under contract, on leave, employed or to be employed by the Board including:

CERTIFIED

NON-CERTIFIED

All Certified Teaching Personnel

Child Study Team members

Custodians/Maintenance

Nurse

Full/Part Time Instructional Aides

Librarian

Library Aide

But Excluding:

Chief School Administrator
Principal, Vice Principal
Supervisor of Curriculum and Instruction
Business Administrator/Board Secretary
Executive Secretary, Administrative Assistant
Secretaries, Supervisor of Buildings & Grounds
Per Diem substitutes
Tech Coordinator; and
all other confidential and managerial employees, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1 et seq.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers. Article XXIX of this Agreement shall refer to those non-certified employees.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than November 15th of the school year in which this Agreement expires. Any agreement so negotiated shall apply to all bargaining unit members, be reduced to writing, be signed by the Board and the Association committees, and be subject to ratification by the full Board and the Association.

B. All terms and conditions of employment shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any bargaining unit members' benefits existing prior to its effective date.

C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any 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 executed this Agreement.

E. 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

BOARD'S RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and

retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

1. to direct employees of the school district;
2. to hire, promote, transfer, assign and retain employees in positions in the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
3. to relieve employees from duty for lack of work or for other legitimate reasons;
4. to maintain efficiency of the school district's operations entrusted to them;
5. to determine the methods, means, and personnel by which such operations are to be conducted. However, the Board will not deny the Association their right of negotiating the terms and conditions of employment;
6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. In exercise of its discretionary authority as aforesaid, the Board reserves the right to implement the decision and shall be obligated to negotiate those items affecting terms and conditions of employment.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a bargaining unit member or the association based upon an event or the interpretation, application, or violation of the Agreement, policies, or administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, differences between the parties regarding the terms of the agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance resolved without intervention of the Association provided the resolution is not inconsistent with the terms of this Agreement, and that the resolution is a mutually acceptable solution.

C. Procedure

1. Grievances shall be processed as rapidly as possible. 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. In all cases, a time limit of 30 working days is to exist for the filing of a grievance. The 30-day limitation will commence at the time of the action or alleged action for creating the grievance or when the aggrieved person should reasonably have been aware of the action, whichever is sooner. If the grievance is filed after 30 working days, it will not be recognized.

2. 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

An employee with a grievance shall first discuss it with the Administrator designated by the Chief School Administrator to handle grievances, either directly or through the

Association's designated Representative, with the objective of resolving the matter informally within twenty (20) school days.

4. Level Two

If the grieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within (5) five school days after presentation of the grievance, he or she may file the grievance in writing with the Chief School Administrator. The Association shall be notified of all decisions when rendered.

5. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Chief School Administrator, he or she may within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the grievance was delivered to the Chief School Administrator, whichever is sooner, request in writing that the Chairperson of the Association Grievance Committee submit his/her grievance to the Grievance Committee of the Board. If the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to the Grievance Committee of the Board within ten (10) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after receipt of written notice of the grievance, by the Grievance Committee of the Board, the Grievance Committee of the Board shall meet with the Association Grievance Committee to attempt resolution of the grievance.

- c. Within ten (10) school days of the meeting between the Grievance Committee of the Board and the Association Grievance Committee, if the Association Grievance Committee is not satisfied with the disposition of the grievance under the provision of subparagraph b, the Association Grievance Committee will schedule a meeting with the entire Board at its next regularly scheduled meeting, or within thirty (30) days, whichever is later.
- d. Within fifteen (15) working days of the response from the Board, the grievant, if unsatisfied, shall inform the Board of the request for review by an Arbitrator. The Association shall process the request for arbitration through PERC and shall follow its procedures. The cost of the Arbitrator shall be shared equally. Other costs shall be borne by the party incurring same. The decision of the Arbitrator shall be binding.

D. Rights of Unit Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Committee, a grievance affects a group or class of unit members, the Committee may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level One. The Committee may process

such a grievance through all levels of the grievance procedure.

2. 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 Chairperson of the Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in this Article.

3. 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 for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All written grievances must contain the following information: names of grievants; remedy sought, contract provision, Board Policy or administrative decision violated, and how the employee was harmed. Written grievances must also identify the dates by which each of the next steps in the grievance process must take place.

5. 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 V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests, all such information that is public information and which is available to the general public.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or

meetings, he or she shall suffer no loss in pay.

C. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times in accordance with Board Policy provided that this shall not interfere with or interrupt normal school operations and providing this business encompasses only the Association as defined in this Agreement.

D. The Association and its representatives may have the privilege of using school buildings at reasonable hours for meetings if available.

E. The Association may have the privilege to use school facilities and equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, audio-visual equipment and computers at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies except as otherwise provided in this agreement.

F. The Association shall have the privilege of using an intra-school mail facility in regard to Association business providing it does not interfere with normal administration functioning.

G. The Association shall have specified reserved space on a Bulletin Board for notices and informational items of interest to association members.

H. Subject to the prior approval of the CSA, the Association President/Presidents shall be granted up to the equivalent of one day yearly to conduct Association business.

ARTICLE VI

TEACHING YEAR, TEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. However, the certificated staff will be required to sign an attendance sheet upon entering the building in the morning. Ending times for staff members that are shared between buildings shall be the same as for teachers in the building in which they start.

2. Teachers shall arrive ten (10) minutes before the students are scheduled to arrive.

3. The total in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes, which shall include a duty-free lunch period as guaranteed to teachers under Section C of this article.

4. Teachers are permitted to leave ten (10) minutes after student dismissal or after the last regular bus departs, whichever is later, depending on whether the teacher has conferences or meetings as defined in Section D-1 of this Article.

5. Any teacher wishing to supervise a field trip may not be compensated for same unless compensation is agreed by the Board. The concepts and plans for those trips shall be approved by the Board before the trip is made available to the participants.

B. The daily teaching load in the self-contained classrooms and the departmentalized area shall not exceed six (6) hours of pupil contact.

C. 1. All teachers shall have a duty-free lunch period of at least thirty (30) minutes.

2. Upon notifying the office, teachers may leave the building during their scheduled duty-free lunch periods.

3. Each teacher shall have a minimum of five (5) periods per week for preparation of instructional materials for their classroom activities. Scheduling of prep time shall be in a block no less than forty (40) continuous minutes each day.

4. Teachers will not be asked to cover other classes during this preparation time except in those emergencies when it is not feasible for the administration to rearrange the extra-duty schedule of other staff members because doing so would severely impact the educational process. Teachers when required to cover the class of an absent colleague during their preparation period will be paid one-sixth (1/6) of the substitute's maximum per diem.

D. 1. 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 for reasonable

purposes. Such meetings shall begin no later than 10 minutes after the student dismissal time and shall last no longer than one (1) hour, except for emergencies and or when an extension is mutually agreed upon in order to conclude the current topic of discussion. There shall be a limit of two (2) meetings in any month. Except in emergencies, there shall be:

- a. No meetings on a Friday or on a day just before a vacation; and
- b. At least a two day notice given for all meetings, including CST meetings.

2. An Association representative may speak to the teachers at any meeting referred to in paragraph one above for at least fifteen (15) minutes on the request of the representative when the purpose is relevant to the topic under discussion.

E. Exceptions to the provisions of Sections A, B, and C may be made only in cases of emergency as determined by the Chief School Administrator. The Association shall be notified in each instance in advance if possible. A disagreement over whether an exception is justified shall be initiated at Level One of the Grievance Procedure.

F. Teacher participation in extra-curricular activities if requested by the administration shall be compensated according to the rate of pay as noted in the Extra-Curricular Compensation Guide in ARTICLE XXXVIII.

G. Teachers shall not be required to participate in any evening activities other than the following without compensation:

1. Open House
2. Holiday Program (only those teachers actively involved)
3. Scheduled Parent-Teacher Conferences (3)
4. Spring Concert (only those teachers actively involved)
5. Graduation (only those teachers actively involved)
6. One dance or equivalent social function by each teacher

H. 1. On the school days when conferences are scheduled, school will be dismissed early.
a. On the conference evening, teachers may leave after their last scheduled conference, and will notify the office that their conference schedule is completed and that they are leaving the building. Teachers without scheduled evening conferences are not required to attend, but shall remain at school until the end of their regular scheduled workday.

2. On the day of the afternoon conference, teachers shall remain until their regular dismissal time or the end of their last conference, but no later than 5:00 p.m.

I. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days. 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.

J. 1. The two (2) school days prior to the last student attendance day shall be early dismissal days.

2. The Wednesday before Thanksgiving shall be an early dismissal day for students and teachers.

ARTICLE VII

SUBSTITUTES

A. Teachers must call a telephone answering service at a reasonable hour but no later than 7:00 A.M. of that day to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

ARTICLE VIII

NON-TEACHING DUTIES

A. The Board of Education agrees as follows:

1. Teachers shall not be required to perform the following duties:

a. Non-professional assignments, including but not limited to milk distribution;

- b. Collection of money from students
- c. Clerical and/or custodial functions, except those necessary for maintenance of grades, recording student reports, and those forms necessary for guidance and/or Special Education Services. Such requests shall be reasonable and in general not expected to be available from other sources.

2. Teachers shall not be required to drive students to activities which take place away from the school buildings. A teacher may do so voluntarily after notification to the Administration, and verification by the Administration of parental approval, and with no compensation for mileage. If transporting students voluntarily, the teacher must provide proof of automobile insurance coverage.

3. Cafeteria Duty/Recess: No teaching staff shall be assigned to duties for these activities consecutively. This shall mean that no teacher serve more than one (1) week on duty which must be separated by one (1) week off duty prior to commencing the next weekly assignment. Including coverage on inclement weather days; staff shall return to their classes: For every six (6) days of such inside coverage by a teacher who would not be on duty under the nonconsecutive duty schedule, that teacher shall be credited with one-half (1/2) sick day as defined and explained under the present contract.

ARTICLE IX

TEACHER EMPLOYMENT

A. Each teacher shall be placed on his or her proper step of the salary schedule at the beginning of each school year.

B. Teachers with previous teaching experience in the Hardyston Township School District shall upon returning to the system receive full credit on the salary schedule for military experience or alternative civilian service required by the Selective Service System. 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 step on the salary schedule above that at which they left.

C. Previously accumulated unused sick-leave days will be restored to all teachers returning

home from required military service.

D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th or as required by law.

E. Teachers' appearance and conduct will be of a business like nature and reflect professional decorum.

ARTICLE X

SALARIES

A. The salaries of all teachers covered by this agreement are set forth in the Teachers Salary Guide which is attached hereto and made a part hereof.

B. 1. When a payday falls on or during a school holiday, vacation, recess, or weekend, teachers shall receive their paychecks on the last previous working day.

2. Employees who wish to create any new payroll deductions must notify the Board Secretary. Any existing deduction, with the exception of Association membership dues, may be initiated or terminated upon a thirty (30) day notice to the Board Secretary. Termination of, or changes in, any existing payroll deductions require written notification to the Business Office and will be effective on the first of the following month if notice is received by the 15th of the previous month.

C. Any teacher employed for one hundred (100) or more contractual working days in any school year will be granted one (1) full year's credit towards the next contractual year of employment. The contractual year shall include holidays and vacation.

ARTICLE XI

TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their class and/or subject assignments, and room assignments for the forthcoming year no later than the August Board meeting.

2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after the August Board meeting, any teacher affected shall be notified

promptly in writing and, upon the request of the teacher the changes shall be promptly reviewed between the administrator, the teacher and, at the teacher's option, a representative of the Association. In the event of any disagreement as to the needs and desirability of such changes, the Board reserves the right to make the final decision.

B. Teachers who may be required to use their own automobile in the performance of their duties or while on other school business shall be reimbursed for all such travel at the prevailing IRS rate. Split staff shall be reimbursed no less than two (2) times per year. All other reimbursement shall be made as it occurs. Travel must be by the most direct, economical, and usually-traveled route based on the State of New Jersey Department of Treasury Office of Management and Budget Travel regulations and verifiable by Map Quest or similar mileage verification procedure.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than May 1st of each school year, the Administration shall make available to the Association a list of the known vacancies within the system which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Administrator not later than April 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

B. 1. Existing teaching staff shall be given consideration for vacancies or newly created positions. Such positions will be adequately publicized by the Board.

2. All qualified teachers shall be given adequate opportunity to make application for such positions. All applications must be received within five (5) school days of initial advertisement of the position.

3. Any teacher who notifies the CSA in writing before the close of school of their interest in a vacancy or newly created position, shall be contacted should such a vacancy occur during the

summer. Should a vacancy or new position arise over the summer recess, the CSA will advise the HTEA membership via District e-mail. The Association will hold the Board harmless should the limitations on the reliability of technology result in the failure of some HTEA members to receive these notices.

ARTICLE XIII

INVOLUNTARY TRANSFER AND REASSIGNMENTS

A. An involuntary transfer or reassignment will be made when the action is necessary for the smooth operation of the school system, during an emergency situation, or to improve the teaching qualities of an individual. The teacher involved shall be notified of the transfer or reassignment "as soon as possible", and shall be afforded an opportunity to meet with the Chief School Administrator to discuss the change.

ARTICLE XIV

TEACHER EVALUATION

A. 1. 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, audio systems and similar surveillance devices shall be strictly prohibited.

2. A conference shall be held between the teacher and the evaluator after each observation. A copy of the evaluation shall be provided to the teacher within ten (10) school days after the observation. The teacher may request a second conference within five (5) school days after receipt of the evaluation. The conference will be held within five (5) days of the request. No evaluation report will be placed in the teacher's file without a proper conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. Any complaints regarding a teacher made to any member of the administration or to the Board acting in its legal capacity by any parent, student, or other person which are to be used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the

right to be represented by the Association at any meeting or conferences regarding such complaint. The teacher shall be notified of any complaint that may be used in evaluation or may affect that teacher's future employment.

C. The administration shall meet in the administrator's office to communicate with any teacher regarding his/her performance which might have been negative prior to including it in his/her evaluation report.

D. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other 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 XV

PERSONNEL FILES

A. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Administrator and the Board and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. No material derogatory to a teacher's conduct, service, character or personality, shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her 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/her answer shall be reviewed by the administrator and attached to the file copy.

B. 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.

C. The administration will develop guidelines defining "reasonable time" limitations for viewing personnel files.

ARTICLE XVI
TEACHER FACILITIES

- A. At the beginning of the school year, the school shall have the following facilities:
1. Space in which teachers may store instructional materials and supplies;
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. In addition to the aforementioned teacher work area, an appropriately furnished room shall be reserved for the use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff;
 4. A serviceable desk and chair for the exclusive use of each teacher;
 5. A communication system so that teachers can communicate with the main building office from their classrooms;
 6. Well lit and clean teacher restrooms, separate for each sex and separate from the students' restrooms.
 7. Free and adequate off-street parking facilities, properly maintained;
 8. Suitable closet space for each teacher to store coats, overshoes and personal articles;
 9. Copies, exclusively for each teacher's use of all texts used in each of the courses they are to teach;
 10. Adequate chalkboard or whiteboard space in every classroom;
 11. A dictionary in every classroom;
 12. Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibilities. Adequate shall mean sufficient for pupil and teacher population;
 13. A phone will be installed in the Teacher's Room.

B. The provisions of this Article are only grievable to Level 1 of the Grievance Procedure as defined in this agreement; however, the Chief School Administrator will advise the Board of any grievance received under this Article via his monthly report to the Board.

ARTICLE XVII

TEACHER-ADMINISTRATION LIAISON

A. All school publicity concerning school related issues will be controlled through the Chief School Administrator's Office. The Chief School Administrator will inform the Board of all school publicity releases. Teachers are not to issue or release publicity unless they have the approval of the Chief School Administrator.

B. Copies of Board policy shall be made available to members of the staff and placed in the appropriate place for review.

C. Upon adoption by the Board of any new or modified policy, the Association President shall be provided a copy of same.

ARTICLE XVIII

SICK LEAVE

A. 1. All teachers employed shall be entitled to ten (10) 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 shall be accumulated from year to year with no maximum limit.

B. 1. A physician's certificate must be presented to the Chief School Administrator upon a teacher's return to school after being out on sick leave for five or more consecutive school days.

2. The Chief School Administrator may request a physician's certificate when a teacher is out in excess of ten (10) days on sick leave in any given school year.

3. The Board agrees to pay for unused sick days upon retirement from teaching pursuant to N.J.S.A. 18A:66-1 et seq., while a teacher in the Hardyston Township School System. The following provisions shall be adhered to:

- a. The Board agrees to pay for unused sick days at the rate of \$75.00 per day, the amount not to exceed \$10,500 in 2008-09; \$10,500 in 2009-10; and \$11,000 in 2010-11;
- b. Death benefits will be paid to beneficiaries, if teacher qualifies for retirement under State Statute or if the teacher is in the employ of the Board at the time of his/her death;
- c. The Board of Education shall be notified, in writing, by the teacher of his/her plans to retire no later than November 1st of the school year prior to the teacher's retirement;
- d. Any teacher retiring without the above required notification shall receive the appropriate compensation at the beginning of the next fiscal year.
- e. For budgeting purposes, payment under this provision will be made after July 1 of the year following retirement (e.g. January 1, 2008-December 31, 2008 will be paid between July 1, 2009 and July 15, 2009).

ARTICLE XIX

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to temporary non-accumulative leaves of absence with full pay each school year. Teachers shall apply to the Chief School Administrator two (2) days in advance for approval and state the reason for the request, except for item (c), (d) and (e) or any emergency situation. No more than two (2) consecutive personal days will be granted at any one time. Since the application requires approval by the Chief School Administrator, it is incumbent upon the requestor to make known sufficient details of the need for the "necessary personal days", except in those rare circumstances where the nature of the detail is such that privacy must be maintained. In the latter case, a written statement that the business is personal should be submitted to the Chief School Administrator. A request of this nature may not be denied by the Chief School Administrator. In order to avoid disruption of the educational

process, no more than three (3) "personal" personal days may be approved by the Chief School Administrator for any one given day. These requests will be considered on a first-come first-served basis.

1. Leaves of absence shall be granted for the following reasons subject to the schedule indicated below:

- a. Three (3) personal days for personal, legal, business, household, or family matters;
- b. Two (2) professional days with the Chief School Administrator's approval. Upon presentation of a receipt, a teacher shall be reimbursed for a maximum of twenty-five dollars (\$25.00) for materials purchased to incorporate ideas from the seminar/workshop.
- c. Five (5) days for death within an employee's immediate family (e.g., spouse, child, step child, mother, father, brother, sister) such leaves as per each occurrence; additional days if necessary for travel, may be granted at the discretion of the CSA.
- d. Two (2) days for death of other family members (e.g., mother-in-law, father-in-law, grandparents); such leaves as per each occurrence; additional days if necessary for travel, may be granted at the discretion of the CSA.
- e. Three (3) days illness in immediate family.

2. Time necessary for appearance in any legal proceedings connected with teacher's employment or with the school system or in any legal proceeding if the teacher is required by law to attend.

3. Time necessary for persons called into temporary active duty or any unit of the U.S. Reserves of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. No loss of pay as per law.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XX

EXTENDED LEAVES OF ABSENCE

A. At the Board's discretion, one (1) teacher designated by the Association may, 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. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction. Leave may be granted to the teacher whose spouse is so inducted to join him/her for the period of special training in preparation for duty overseas in combat zones. For the purpose of this agreement, inducted shall mean "called into military service by any branch of the armed forces of the United States".

C. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations. Maternity leave may be up to two (2) years.

1. The Board may remove any pregnant teacher from her teaching duties if her teaching performance substantially declines during the period of pregnancy.

2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:

- a. the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching;
- b. the Board's physician concludes she is unable to continue teaching;
- c. if there is a discrepancy between the decision of the school's physician and the teacher's physician, a third medical opinion may be obtained, cost to be born equally;

3. Any other "just cause" as defined in N.J.S.A. Title 18A.

D. Any tenured or non-tenured teacher seeking disability due to pregnancy shall be entitled to those days specified by law and shall apply to the Board at least sixty (60) days prior to the beginning of the leave and specify the date the leave will commence. At the time of the application, the teacher shall also specify in writing the date on which she wishes to return to work. Teachers on maternity leave shall be expected to return to work at the beginning of a new school year or at a time agreed to by the Board of Education. The Board may require any teacher to produce a certificate from a physician in support of the requested leave date. The Board may change the requested date upon determining that the granting of a leave for the dates stipulated and medically confirmed would interfere with the educational community of the school. By no later than March 31 of a school year, the teacher shall advise the Board in writing that she intends to return at the beginning of the next school year.

E. Maternity leaves may be extended or reduced upon application in writing by the teacher to the Board. The application shall contain the reason for the extension or reduction of the leave. The granting of such extensions or reductions shall be at the discretion of the Board. The Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the educational continuity of the school. The Board may require any teacher to produce a physician's certificate in support of the change.

F. Upon return from a maternity leave of absence, the teacher shall be reinstated in her same position or a position for which she is certified.

G. The Board is under no obligation to continue the employment of a non-tenured employee beyond the contracted period. The maternity leave period shall not be counted for tenure purposes.

H. Advancement on the salary guide shall be in accordance with ARTICLE X Section C of this Agreement.

I. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of an employee's immediate family, and shall be in accordance with the New

Jersey and Federal Family Leave Acts. Other leaves of absence shall be at the sole discretion of the Board.

J. In accordance with the Agreement, any employee adopting a child may receive similar leave which shall commence upon his/her receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption.

K. In accordance with the New Jersey and Federal Leave Law, a paternity leave without pay of up to one (1) year may be granted by the Board to an employee upon written request accompanied by the Chief School Administrator's recommendation. An employee intending to request a paternity leave without pay shall:

1. apply for a leave within ninety (90) days before expected date of birth, and state the commencement date of such leave, and the expected date of return;
2. upon return to duty the employee shall be guaranteed a position in accordance with the Agreement, ARTICLE XX, Section F;
3. for continuity, the Board may elect to permit the employee to return only at the commencement of the school year or at a mutually agreed upon date;

L. While on an approved leave of absence, no teacher shall, on the basis of such leave, be denied the opportunity to substitute, coach or be an advisor for a school activity in the area of his or her certification or competence, provided if on a medical leave, the teacher's physician certifies that such assignments are medically appropriate.

M. Upon return from leave granted pursuant to Sections A and B of this Article, a teacher shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent, provided however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to

Sections C, D, and I of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

All benefits as defined in Schedule C of this Agreement to which a teacher is entitled shall terminate at the time his/her leave of absence commences, including unused accumulated sick leave and credit toward sabbatical eligibility. A person on leave may choose to continue benefits at his/her own expense. All benefits shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position, if available, or if not, to an equivalent position, if available.

N. All extension renewals of leaves shall be applied for in writing sixty (60) days in advance (if possible) and granted or denied in writing.

ARTICLE XXI

SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two teachers during any contracted school year;

2. Requests for sabbatical leave must be received by the Chief School Administrator in writing in such form as may be mutually agreed on by the Association and the Chief School Administrator, no later than January 1st, and action must be taken on all such requests no later than April 1st, of the school year preceding the school year for which the sabbatical leave is requested;

3. The teacher has completed at least seven (7) full school years of service in the Hardyston Township School District;

4. A teacher on sabbatical leave (either for one-half (½) of a school year or for a full school year) may be paid by the Board. If the Board approves pay, it may be at full pay for one-half (½) year sabbatical and one-half (½) pay for full year sabbatical. The teacher upon his/her acceptance

guarantees in writing that he/she will serve in the school system for two (2) consecutive years. A teacher who chooses not to return to the school system for the full two (2) years shall reimburse the Board for all sabbatical salaries paid.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.

6. In the event that two (2) or more equally qualified candidates apply for sabbatical leave at the same time, remuneration may be negotiated with such candidate at that time, not subject to or exceeding the provisions under item #4 of this Article.

ARTICLE XXII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Whenever any action is brought against a teacher by a party or parties other than the Board of Education before the Board, or before the Commissioner of Education of the State of New Jersey, which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a decision in favor of the teacher.

B. 1. The Board shall give full legal support for an assault upon a teacher while acting in discharge of his or her duties.

2. When absence arises out of or from such assault or injury resulting from this assault, the teacher shall not forfeit sick leave.

C. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their administrator who shall comply, to the extent permitted by law, with any reasonable request from the teacher for information in the possession of the administrator relating to the incident or the persons involved. The administration shall act in appropriate ways as liaison between the teacher, the police, and the courts.

D. If criminal or civil proceedings are brought against a teacher alleging that he/she committed

an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and if the teacher is found innocent in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred by him/her in his/her own defense if not otherwise compensated through the courts.

ARTICLE XXIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

As per law, Administrative Directive, and Policy.

ARTICLE XXIV

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not a concern of the Board of Education, except as it may relate to sound educational practices, or as it may directly or indirectly prevent a teacher from performing his or her assignment properly.

B. Teachers shall be entitled to full rights of citizenship and guaranteed all rights of employment as stated in State or Federal Law.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Hardyston Township School District and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to perform their teaching functions.

1. In performing their teaching functions, teachers may express their personal opinion on matters relevant to course content, provided, however, that when they do so, they shall make every effort to indicate they are speaking personally and not on behalf of the Administration or the Board.

ARTICLE XXV

ADVISORY COMMITTEE TO THE BOARD

A. The Hardyston Township Board of Education, does establish a Board's Curriculum Committee. The Association shall appoint three (3) teachers to serve on this Committee who are

representative of different grade levels.

ARTICLE XXVI

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Board has established a Local Professional Development Committee (LPDC) according to State guidelines. The committee's main purpose will be:

A. To assess district in-service needs and current professional development opportunities. The LPDC will have input into planned district in-service programs, consistent with State regulations. To the extent possible district in-service programs shall be eligible for professional development hours.

B. Each unit member serving in the Committee will receive up to ten (10) hours credited to their professional development obligation.

ARTICLE XXVII

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from employees' salaries money for automatic payroll deductions for approved tax shelter and annuity investment accounts, income and/or disability protection plans, credit unions and saving accounts as said teacher individually and voluntarily authorizes the Board to deduct. The Board agrees to make these payments within three (3) working days of the pay date or receipt of the bill from the vendor, whichever is later. Any teacher may have such a deduction discontinued at any time which does not conflict with the State statutes upon a thirty (30) day notice to the Board Secretary in writing, with the exception of the Association membership dues which may only be discontinued in January and June.

B. Agency Fee Provisions

1. Representation Fee

The Board of Education and the Association agree to a representation fee of up to eighty-five (85%) percent as set by the Association annually.

2. Purpose of Fee

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

3. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership, dues initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five (85%) percent as set forth by the Association annually. At no time shall the fees charged exceed the amount specified. Further, the Association guarantees to the Board that the assessments do not include in any amounts dues, fees and assessments to be expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or apply to benefits available only to the members of the majority representative.

4. Deduction and Transmission Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees (in accordance with Paragraph 2 below) the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Demand and Return

Chapter 447, P.L. 1979, requires that no representation fee deduction can be made unless the majority representative first establishes a demand and return system. This system provides that a non-union member may appeal the amount of the representative fee assessed against him/her. The Association must provide the non-union member with a full and fair hearing and has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board. The Association shall provide evidence of the existence of this system to the Board of Education and to all non-union members before any deductions are made.

5. Indemnification

The Hardyston Township Education Association will save harmless and ensure that the Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision. Any action taken by members of the Hardyston Township Education Association, now or prospectively, will necessitate that the Association fully indemnify the Board of Education from any and all costs pertaining to questions arising out of agreement to this clause.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

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

B. Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If

any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling, recognizing that a standard contract form is utilized.

C. The Board and Association guarantee all employees equal employment opportunity regardless of race, color or creed, religion, sex, ancestry, national origin, social or economic status. The Board and Association shall be in compliance with all rules and regulations of the Affirmative Action Law.

D. Copies of this Agreement shall be printed at the mutual expense of the Association and Board as soon as possible after the Agreement is signed and presented to all the teachers.

E. Any Board of Education member may have the privilege of visiting classrooms.

F. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing to the President of the Board or to the President of the Association.

G. The salary guide annexed hereto and made part hereof shall be effective for the duration of this Agreement. At the expiration of this Agreement, employees shall be compensated in accordance with their rate at the expiration until a new salary program is established pursuant to applicable law.

H. The Board recognizes the need for workshops for the teaching staff. These workshops will be offered and conducted so as to benefit the staff and not to disrupt the educational process. The content of each workshop will be decided upon by the Chief School Administrator in consultation with the Association. Workshops will be conducted during normal working hours during the normal work year. Attendance by all teachers will be mandatory.

ARTICLE XXIX

NON-CERTIFIED EMPLOYEE PROVISIONS

A. This Article refers to those employees listed in ARTICLE I, Section A, but excluded from Section B of ARTICLE I which may not be termed "teacher". This Article does not apply to instructional aides, whose provisions are addressed in ARTICLE XXXVII, Instructional Aides.

B. The following Articles of this Agreement are accepted in total for the Non-certified employees in the negotiating unit.

1. Article IV Grievance Procedure
2. Article XXVII Deductions from Salary
3. Article XXVIII Miscellaneous Provisions
4. Article XXXIX Duration of Agreement
5. Article XIX Temporary Leaves of Absence

C. Working hours and conditions. It is understood that working hours and conditions are established by the Board of Education but are subject to the grievance procedure set forth in this Agreement.

D. Non-certified employees who incur personal expenditures in fulfilling their responsibilities shall be reimbursed by the Board.

E. All sick and personal days for non-certified employees shall be set forth on their respective salary guides which hereafter become a part of this Agreement.

F. Non-certificated staff, after serving in a non-tenureable position for five (5) full school years, shall not be terminated, discharged, demoted, suspended or non-renewed without just cause for said action.

ARTICLE XXX

FRINGE BENEFITS

A. Hospitalization and Dental Plan

1. Medical Benefits - Horizon/Blue Cross-Blue Shield Plan. The Board will pay on behalf of the staff 100% of the premium for this plan.

2. Dental Benefits - Horizon/Blue Cross-Blue Shield Benefits Program. The Board will pay on behalf of the staff 100% of the premium for this plan.

3. Prescription Plan - The premiums of which are to be paid entirely by the staff.

4. Effective July 1, 1999 (except for those new hires already appointed or considered for new employment as of the date of the settlement), new unit employees otherwise eligible for insurance under A1 or 2 will receive single coverage only for the first three (3) years of employment. The employee has the option to purchase dependent coverage, and the Board will pay 50% and the employee will pay 50% of the cost of the premium for the dependent coverage. At the conclusion of three (3) years of employment, such employee will be eligible for the enrollment types on the same terms as other covered employees.

5. Effective July 1, 2006, all new hires otherwise eligible for insurance under A1 or 2 shall receive POS single coverage only for the first three (3) years of employment. The employee has the option to purchase dependent coverage, and the Board will pay 50% and the employee will pay 50% of the cost of the premium for the dependent coverage. At the conclusion of three (3) years of employment, such employee will be eligible for POS family coverage. All employees currently enrolled in the POS as of July 1, 2005 shall remain in POS.

6. Should a continuing employee choose to switch permanently from traditional to POS by July 1, 2006, they shall receive a one (1) time pay-out as follows:

Single:	\$1,000.00
Parent/Child	\$1,500.00
Husband/Wife	\$2,000.00
Family	\$2,500.00

7. Beginning with the 2008-09 school year, all employees enrolled in the Traditional (indemnity) plan will move to the PPO plan. Co-pays for these employees will be \$10.00 per office visit. Employees currently enrolled in the POS plan will remain enrolled in that plan. New hires will continue to be eligible for enrollment only in the POS plan.

8. Employees may choose to waive medical insurance coverage. The waiver will be available and paid annually based upon the insurance in force on the day before the waiver is effective.

i.	Single	\$2,000
ii.	Parent/child	\$2,300
iii.	Husband/wife	\$2,700
iv.	Family	\$3,000

Payments will be made in two installments (December 31 and June 30). Proof of alternate coverage must be provided. The Board will establish a Section 125 Plan. Contract will specify specific conditions to join during open enrollment periods as well as life event (termination of alternate coverage, not by choice, but by true loss). If alternate coverage is lost, the balance of the waiver payment due will be prorated.

9. Board agrees to provide retirees with less than 25 years of service with group coverage at the retiree's expense.

10. Part-time staff shall work twenty-five (25) hours or more in order to be eligible for health insurance. Non-certificated staff must work thirty (30) hours or more per week to be eligible for health benefits. Said eligibility shall also be governed by the above provision of paragraphs 4 and 5, above.

ARTICLE XXXI

TUITION REIMBURSEMENT

1. Tuition payment will be reimbursed upon successful completion of the course with a B or better at an actual per credit cost not to exceed \$300.00 per credit, which will include required fees, so long as the maximum reimbursement does not exceed the per credit amount of \$300.00, with a maximum reimbursement per employee of twelve (12) credits per year. Credits over twelve (12) cannot be rolled over to the following year. Employees who have not received the maximum reimbursement for their twelve (12) credits shall be paid from the following fiscal year's funds. The Board's liability shall be capped at \$18,000.00 for each year during the life of this contract. Any funds not expended in any year shall revert to the Board.

2. Staff personnel requesting course reimbursement shall submit their requests to the Chief School Administrator at least fourteen (14) days prior to the registration deadline of the course.

3. All requests will be acted upon within fourteen (14) days of the request, or by the registration deadline, whichever is sooner. Staff personnel will be notified of the CSA's decision in writing. A denial will be accompanied by a written explanation. Staff members may appeal the denial of a tuition reimbursement request to the Board of Education, or a Committee thereof, at the Board's discretion.

4. All course work must be graduate level, taken in accredited programs at accredited institutions and be related to the staff member's current assignment or, at the discretion of the CSA, provide a benefit to the District. Undergraduate courses may be taken at the discretion of the Chief School Administrator.

ARTICLE XXXII

MENTORING

A. For as long as the State provides the current \$550 payment for the mentoring fee, said fee

will be paid to the mentoring teacher by the Board. If the State funding is reduced or stops, the Board shall deduct the mentor fee from the novice teacher's salary in equal monthly payments and pay that sum over to the mentoring teacher at the end of the year. Any state money will be used to reimburse the novice teacher by September of the year following the mentored year. In no case will the Board's fund be expended for mentoring.

B. Available mentoring positions shall be posted. The mentoring teacher must provide proof of completion of the mentor training program.

C. Mentors shall not be asked to formally or informally evaluate a provisional teacher.

ARTICLE XXXIII

SALARY GUIDE

A. 1. The Board agrees to the following:

As to salary guide adjustment anticipated to be effective at the opening of the school year in September, notification in writing must be received by the Chief School Administrator and Board Secretary no later than January 15th of the preceding year. As to guide adjustments during the school year, the Board will make adjustments effective September 1st and February 1st only. However, these adjustments will not be made until the Board Secretary has received the final grade report or proof of successful completion of courses and credits earned.

2. A teacher taking courses who expects to reach a new column on the guide effective in September, must notify the Chief School Administrator and Business Administrator by January 15th of the prior school year for proper placement in September.

3. A teacher taking courses who expects to reach a new column on the guide during the school year, must notify the Chief School Administrator and Business Administrator by January 15th of the previous year for proper placement.

**YEAR 1
2008-09**

HARDYSTON

Salary Guide

<u>07-08 Step</u>	<u>08-09 Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1		44,980	45,630	46,330	47,580	48,480	48,980	49,530
2	1	44,980	45,630	46,330	47,580	48,480	48,980	49,530
3		45,880	46,530	47,230	48,480	49,380	49,880	50,430
4	2	45,880	46,530	47,230	48,480	49,380	49,880	50,430
5	3	46,820	47,470	48,170	49,420	50,320	50,820	51,370
6	4	47,755	48,405	49,105	50,355	51,255	51,755	52,305
7	5	48,710	49,360	50,060	51,310	52,210	52,710	53,260
8	6	49,685	50,335	51,035	52,285	53,185	53,685	54,235
9	7	51,570	52,220	52,920	54,170	55,070	55,570	56,120
10	8	53,525	54,175	54,875	56,125	57,025	57,525	58,075
11	9	55,555	56,205	56,905	58,155	59,055	59,555	60,105
12	10	57,660	58,310	59,010	60,260	61,160	61,660	62,210
13	11	59,845	60,495	61,195	62,445	63,345	63,845	64,395
14	12	62,115	62,765	63,465	64,715	65,615	66,115	66,665
15	13	64,470	65,120	65,820	67,070	67,970	68,470	69,020
16	14	66,915	67,565	68,265	69,515	70,415	70,915	71,465
17	15	69,450	70,100	70,800	72,050	72,950	73,450	74,000
18	16	72,085	72,735	73,435	74,685	75,585	76,085	76,635
19	17	74,820	75,470	76,170	77,420	78,320	78,820	79,370
20	18	77,658	78,308	79,008	80,258	81,158	81,658	82,208

To determine your 08-09 step, locate your 07-08 step in the first column. Move up one step in the 07-08 column as if the guide has not been condensed. Look to the 08-09 column to determine your new step

Graduate courses taken after the BA is earned, but before the Masters, that are not counted toward the Masters, will be carried forward to the MA+ columns, provided that the graduate credits for which “+” credit is sought were taken within five years of receipt of the Masters. Receipt of the Master’s will be based on the date on the diploma.

**YEAR 2
2009-10**

HARDYSTON

<u>09-10 Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	46,050	46,750	47,450	48,850	49,750	50,250	50,950
2	46,970	47,670	48,370	49,770	50,670	51,170	51,870
3	47,900	48,600	49,300	50,700	51,600	52,100	52,800
4	48,850	49,550	50,250	51,650	52,550	53,050	53,750
5	49,825	50,525	51,225	52,625	53,525	54,025	54,725
6	50,820	51,520	52,220	53,620	54,520	55,020	55,720
7	52,735	53,435	54,135	55,535	56,435	56,935	57,635
8	54,720	55,420	56,120	57,520	58,420	58,920	59,620
9	56,780	57,480	58,180	59,580	60,480	60,980	61,680
10	58,915	59,615	60,315	61,715	62,615	63,115	63,815
11	61,135	61,835	62,535	63,935	64,835	65,335	66,035
12	63,435	64,135	64,835	66,235	67,135	67,635	68,335
13	65,825	66,525	67,225	68,625	69,525	70,025	70,725
14	68,305	69,005	69,705	71,105	72,005	72,505	73,205
15	70,875	71,575	72,275	73,675	74,575	75,075	75,775
16	73,540	74,240	74,940	76,340	77,240	77,740	78,440
17	76,310	77,010	77,710	79,110	80,010	80,510	81,210
18	79,183	79,883	80,583	81,983	82,883	83,383	84,083

Graduate courses taken after the BA is earned, but before the Masters, that are not counted toward the Masters, will be carried forward to the MA+ columns, provided that the graduate credits for which “+” credit is sought were taken within five years of receipt of the Masters. Receipt of the Master’s will be based on the date on the diploma .

**YEAR 3
2010-11**

HARDYSTON

<u>10-11 Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	47,500	48,250	49,000	50,500	51,400	52,000	52,750
2	48,230	48,980	49,730	51,230	52,130	52,730	53,480
3	49,195	49,945	50,695	52,195	53,095	53,695	54,445
4	50,130	50,880	51,630	53,130	54,030	54,630	55,380
5	51,150	51,900	52,650	54,150	55,050	55,650	56,400
6	52,175	52,925	53,675	55,175	56,075	56,675	57,425
7	54,110	54,860	55,610	57,110	58,010	58,610	59,360
8	56,120	56,870	57,620	59,120	60,020	60,620	61,370
9	58,200	58,950	59,700	61,200	62,100	62,700	63,450
10	60,360	61,110	61,860	63,360	64,260	64,860	65,610
11	62,600	63,350	64,100	65,600	66,500	67,100	67,850
12	64,925	65,675	66,425	67,925	68,825	69,425	70,175
13	67,335	68,085	68,835	70,335	71,235	71,835	72,585
14	69,835	70,585	71,335	72,835	73,735	74,335	75,085
15	72,425	73,175	73,925	75,425	76,325	76,925	77,675
16	75,110	75,860	76,610	78,110	79,010	79,610	80,360
17	77,895	78,645	79,395	80,895	81,795	82,395	83,145
18	80,783	81,533	82,283	83,783	84,683	85,283	86,033

Graduate courses taken after the BA is earned, but before the Masters, that are not counted toward the Masters, will be carried forward to the MA+ columns, provided that the graduate credits for which “+” credit is sought were taken within five years of receipt of the Masters. Receipt of the Master’s will be based on the date on the diploma .

ARTICLE XXXIV

LONGEVITY CLAUSE

- | | | |
|----|-----------------|----------------|
| A. | BA and BA+15 | \$400.00/Level |
| | BA+30 and MA | \$500.00/Level |
| | MA+10 and MA+20 | \$600.00/Level |
| | MA+30 | \$700.00/Level |
- B. Employees already receiving longevity on July 1, 1996 shall continue to be paid as has been the District practice. Longevity is earned only as of September 1.
- C. Each longevity level shall be three (3) years in duration. Payments shall be capped at four (4) levels.
- D. Employees hired after July 1, 1996 shall not be entitled to longevity.
- E. Employees hired before July 1, 1996 and not receiving longevity as of that date must have completed 15 years of service in the Hardyston Township School District. Longevity levels begin at the start of the 16th, 19th, 22nd, and 25th year. Employees with out of District service not receiving longevity as of July 1, 1996 shall not receive it until they have served the required time in Hardyston.
- F. Longevity amounts may be increased if a new educational level is reached while the employee is on a longevity step. Once a longevity level (i.e., 16 years, 19 years) has been reached and passed, that longevity amount shall be frozen. Teachers attaining a higher educational level thereafter shall receive longevity consistent with the new level.

ARTICLE XXXV

CUSTODIAL SALARY GUIDE

STEP	2008-2009	STEP	2009-2010	STEP	2010-2011
1	31,894	1	32,819	1	33,889
2	32,494	2	33,419	2	34,489
3	33,094	3	34,019	3	35,089
4	33,694	4	34,619	4	35,689
5	34,294	5	35,219	5	36,289
6	35,669	6	35,819	6	36,889
7	37,044	7	37,484	7	37,489
8	38,419	8	39,149	8	39,229
9	39,794	9	40,814	9	41,174
10	41,454	10	42,534	10	43,174
11	43,164	11	44,304	11	45,224
12	44,924	12	46,124	12	47,324

ARTICLE XXXVI

CUSTODIAL BENEFITS AND WORKING CONDITIONS

- A. Guide based upon a 40-hour work week, 12-month work year.
- B. Vacation as follows:
 - 1. 1-5 years service - 10 days
 - 2. 6-10 years service - 15 days
 - 3. After ten (10) years, one additional day per year, up to a maximum total of twenty (20) days per year. Vacation days not to be accumulated and must be scheduled with the Chief School Administrator.
- C. Twelve (12) sick days accumulated.
- D. Personal days - See ARTICLE XIX
- E. 1. Holidays: Thanksgiving; Christmas Eve; Christmas; New Year's; Washington's Birthday; Good Friday; Memorial Day; July Fourth; Labor Day; Friday of Teacher's Convention; and two (2) days at CSA's discretion. One custodian will be required to work in each building on a rotating basis

when personnel are present for their contractual work days, such as the Friday of NJEA convention, if needed, and will receive an alternate day of absence as agreed upon with permission of the building administrator.

2. When the custodial holiday falls on a Saturday, the Friday before shall be considered the holiday. When the custodial holiday falls on a Sunday, the following Monday shall be considered the holiday. If a problem occurs because of the scheduled school calendar, another day will be scheduled with the approval of the Chief School Administrator.

F. Fringe Benefits:

Custodian Clothing Allowance

The Board will provide, a first year clothing allotment to include:

One (1) pair of boots and/or shoes (steel toe)

One (1) pair of gloves

Three (3) pairs of pants

Four (4) shirts

One (1) set of outdoor wear

In subsequent years, custodians will be permitted to purchase up to \$275 in new clothes and steel toe boots and/or shoes upon submission of a voucher and/or receipts.

G. Sick days -- Sick days will be reimbursed upon retirement (see restrictions under Article XVIII, Section 3), at the then current substitute rate, up to a maximum of \$5000.00.

H. All employees who operate district-owned vehicles must submit proof of driver's license annually and agree to a yearly inquiry of motor vehicle records and points.

I. The Board agrees to pay for job-related training and workshops with prior approval of the C.S.A.

J. The Board agrees to pay the cost of annual renewal of the custodians' boiler license.

ARTICLE XXXVII

INSTRUCTIONAL AIDES AND LIBRARY AIDES

A. Instructional aides shall be entitled to the following temporary leaves of absence: two (2) bereavement days for immediate family, pursuant to the definition in Article XIX, paragraph (c), and two (2) personal days.

B. The workday for the library aide shall be in accordance with the school to which he/she is assigned. On half day sessions, the library aide shall leave with the teachers, and on in-service days, the library aide shall be dismissed 15 minutes after student dismissal.

C. Lunch time of the library aide shall be forty-five (45) minutes within the work day. There shall be two fifteen (15) minute breaks within the workday.

D. Library aides shall be entitled to the following temporary leaves of absence: five (5) personal days, two (2) illness in the family days and bereavement days in accordance with Article XIX.

E. Instructional and library aides shall be entitled to ten (10) sick leave days each school year for each year after their first. For their first year of employment aides sick days shall be pro-rated based upon the portion of the year worked. Unused sick leave days shall be accumulated from year to year without limit.

F.. All other benefits enjoyed by the instructional aides as of July 1, 2005 shall be continued for the life of this agreement.

G.. Instructional Aides Salaries: The Board retains the right to establish the starting salary for new hires, which shall not be less than \$10.00 per hour for the life of this agreement. Increases shall be 4.6% for 2008-09 and 4.4% for 2009-10 and 2010-11.

Library/Clerical Aide Salary Guide

2008-2009 Rate \$20,845.00.

The new hire rate shall be \$20,845.00 for the life of this agreement. Increases for new hires shall be

4.4% in 2009-10 and 2010-11.

ARTICLE XXXVIII

EXTRACURRICULAR COMPENSATION GUIDE

2008-2011

Activity	1	2	3	4	5	6
Basketball						
Boys/Girls						
Head	1,638	1,769	2,032	2,162	2,424	2,685
Assistant	1,508	1,638	1,900	2,032	2,294	2,424
Cheerleading						
Head	1,638	1,769	2,032	2,162	2,424	2,685
Assistant	1,508	1,638	1,900	2,032	2,294	2,424
Gymnastics						
Head	1,638	1,769	2,032	2,162	2,424	2,685
Assistant	1,508	1,638	1,900	2,032	2,294	2,424
Soccer						
Head	1,508	1,638	1,900	2,032	2,424	2,555
Assistant	1,377	1,508	1,769	1,900	2,162	2,294
Softball						
Head	1,508	1,638	1,900	2,032	2,424	2,555
Assistant	1,377	1,508	1,769	1,900	2,162	2,294
Cross Country	1,508	1,638	1,900	2,032	2,424	2,555
Field Hockey						
Head	1,508	1,638	1,900	2,032	2,424	2,555
Assistant	1,377	1,508	1,769	1,900	2,162	2,294
Track						
Boys/Girl						
Head	1,508	1,638	1,900	2,032	2,424	2,555
Assistant	1,377	1,508	1,769	1,900	2,162	2,294
Yearbook	1,240	1,377	1,638	1,769	2,162	2,294
Student Council	1,377	1,508	1,769	2,032	2,424	2,555
Chorus	1,377	1,508	1,769	1,900	2,162	2,294
Adventure Theater	1,377	1,508	1,769	1,900	2,162	2,294

ARTICLE XXXIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2008 to June 30, 2011 and shall continue in effect until June 30th, subject to the Association's right to negotiate over a successor Agreement as provided in Article II herein. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness thereof the Association has caused this Agreement (except as otherwise expressly stated herein) negotiated agreement between the Hardyston Township Board of Education and the Hardyston Township Education Association having been ratified by both parties is hereby signed and attested to by the President and Secretary of each organization.

HARDYSTON TOWNSHIP EDUCATION
ASSOCIATION

HARDYSTON TOWNSHIP BOARD OF
EDUCATION

President

President

Secretary

Secretary

Dated: _____

Dated: _____