Contract Agreement 2014-2017

CONTRACT AGREEMENT

2014 - 2017

between

THE HARDING TOWNSHIP BOARD OF EDUCATION

and

THE HARDING TOWNSHIP EDUCATION ASSOCIATION

New Vernon, New Jersey

As of July 1, 2014

TABLE OF CONTENTS

Article I	Recognition, Definitions and Textual Construction1	
Article II	Salaries, Benefits, and Related MattersA. Salaries2B. Definition of Guide2C. Change in Step2D. Change in Level2E. Longevity3F. Teacher Salary Guide43-G. Voluntary Employee Payroll Deductions3-4H. After School and Evening Activities4-5I. Extra and Co-Curricular Salary Guides5-8J. Health Care Benefits10L. Accumulated Sick Pay Benefits10L. Accumulated Sick Pay Benefits12O. School Day13P. In-Service Scheduling13Q. Part-Time Teachers13R. Non-Resident Teacher Tuition13S. Curriculum Writing13-T. Use of Faculty Room14W. Number of Departments14W. Teaching Assignments14X. Change of Classroom14	11 12
Article III	Employee Evaluation and Personnel File15	
Article IV	Leaves	19
Article V	Professional Growth and Development	22
Article VI	Support Staff - Secretaries and Secretary/Clerks	31
Article VII	Sabbatical Leave	33
Article VIII	Policy Manual Changes	
Article IX	Grievance Procedure	36
Article X	Savings Clause and Separability	
Article XI	Duration of Agreement	

Contract Agreement 2014-2017

Article XII	Representation Fee	39
Article XIII	Miscellaneous	40
Schedule A	Teachers' Salary Guides 2014-2017	42-44
Schedule B	Secretaries' Salary Guides 2014-2017	45

ARTICLE I

RECOGNITION

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

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

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

DEFINITIONS

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

DISTRICT: Harding Township School District.

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

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

IMMEDIATE FAMILY: Parents, children, spouse and siblings.

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

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

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

ARTICLE II

SALARIES, BENEFITS, AND RELATED MATTERS

A. Salaries

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

Salaries and stipends included in this Contract are:

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

B. Definition of Guide

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

C. Change in Step

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

D. Change in Level

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

Contract Agreement 2014-2017

E. Longevity

Employees who have been working in the District for 15 years shall receive 2% of their base salary beginning in September of their 16th year. Sabbatical Leaves (Article VII) will be included in the 15-year requirement for Longevity. Other Leaves of Absence Without Pay (Article IV) will not be counted toward Longevity. The 15 years of service do not need to be continuous. This shall be in effect beginning in September 2002.

F. Teachers' Salary Guides

See Schedule A attached.

G. Voluntary Employee Payroll Deductions

Implementation of payroll deductions for any of the following categories shall be in accordance with Board Policy 6520, Payroll Deductions.

1. Credit Union

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

2. Tax Shelter

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

3. Cancellation

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

4. Flexible Spending Accounts

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

5. Direct Deposit

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

6. Pay Schedule

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

H. After School and Evening Activities

- 1. It is assumed that each employee will participate in assignment-related extra duties, i.e. faculty meetings, back-to-school nights, planning meetings, etc. without additional remuneration. Evening commitments including those mentioned above will be held to a maximum of four evenings. Employees required to attend more than four evening commitments will be compensated \$75.00 per evening.
- 2. Four conference afternoons will be held, two afternoons in the fall and two

afternoons in the spring. The first conference will be scheduled to begin no earlier than thirty (30) minutes after student dismissal and will be scheduled to end no later than 4:30 p.m. There shall be a single session for students on these four days. Single session as used herein shall be consistent with the definition contained in N.J.A.C. 6:3-9.3 which currently consists of a school day of four hours of actual schoolwork.

- a. Employees will make reasonable accommodations for parents requesting a conference outside of regularly scheduled conference hours on an asneeded basis.
- b. During either the fall or the spring conference periods but not in both, one additional afternoon of conferences may be scheduled. This afternoon will begin no earlier than 30 minutes after student dismissal and will be scheduled to end no later than regular dismissal for teachers. There shall be a single session for students on this day.
- c. If the Administration and the teacher agree that a given class size requires conference time exceeding the schedule outlined above, substitute coverage will be provided to release the teacher from classroom duty.

I. Extra and Co-Curricular Salary Guides

Employees accepting leadership positions in extra curricular activities shall be compensated according to a schedule that considers the time and difficulty associated with the assignments. It is understood that the salary guide for extra curricular assignments is not to be construed as a guarantee that all positions will be offered. When the Board establishes an extra-curricular position, an initial salary will be set for the purposes of advertising the position and will continue until modified through negotiations between the Board of Education and the HTEA. Negotiations shall begin promptly after the position is posted. During the school year should an employee seek to establish an extra-curricular position, the employee shall submit the proposal to the Superintendent. The proposal must meet the rationale of the Board of Education as set forth in policy. The Board of Education reserves the authority to determine if and when particular assignments are needed in the school district. Further, it is understood that assignments may be made more or less demanding, and that appropriate adjustments in salary must be made on an individual basis in such cases. All extra-curricular assignments are to be advertised by June; they will be filled as is practical and at the discretion of the Superintendent.

Non-Athletic Extra Compensation

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

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

Athletic Extra Compensation

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

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

- 1. Should the Board grant released time for any of these activities or include them as part of the employee's teaching assignment, compensation will be pro-rated accordingly.
- 2. Payment for Sports is based on a five day per week schedule. Should this schedule be reduced, payment will be pro-rated accordingly.
- 3. Individual contracts for extra curricular assignments will be issued before June 15 of the previous school year whenever possible.
- 4. The time/difficulty scale for extra curricular assignments will include four levels: 0.5 least 5.0 most

Each point on the scale will be equal to \$654.75 in 2014-17; \$654.75 in 2014-17; and \$654.75 in 2014-17.

5. The 2014-2017 extracurricular assignments may include:

Compensation

a) Academic Assignments

Academic Assignment	Level	14-15	15-16	16-17
Math Curriculum Advisor	4	\$2,619	\$2,619	\$2,619
Science Curriculum Advisor	4	\$2,619	\$2,619	\$2,619
Social Studies Curriculum Advisor	4	\$2,619	\$2,619	\$2,619
Reading Curriculum Advisor	4	\$2,619	\$2,619	\$2,619
Writing Curriculum Advisor	4	\$2,619	\$2,619	\$2,619
Special Subjects Curriculum Advisor	4	\$2,619	\$2,619	\$2,619
Literary Magazine	3	\$1,964	\$1,964	\$1,964
Forensics Club	4	\$2,619	\$2,619	\$2,619
Project Aware	4	\$2,619	\$2,619	\$2,619
Newspaper	4	\$2,619	\$2,619	\$2,619
G&T/Enrichment Coordinator	2	\$1,310	\$1,310	\$1,310
Yearbook Advisor	4	\$2,619	\$2,619	\$2,619
Family Science (per 6-week session)	1	\$655	\$655	\$655
Family Math (per 6-week session)	1	\$655	\$655	\$655
Peer Tutor Coaches	4	\$2,619	\$2,619	\$2,619
(2 coaches x 2 days per week for 30				
weeks, 1 hour sessions)				

Compensation

b) Non-Academic Assignments

Non-Academic Assignment	Level	14-15	15-16	16-17
Student Council	5	\$3,274	\$3,274	\$3,274
Grade 7 Advisor	4	\$2,619	\$2,619	\$2,619
Grade 8 Advisor	4	\$2,619	\$2,619	\$2,619
Cyber Seniors (per session)	4	\$2,619	\$2,619	\$2,619
Overnight Chaperone (per night)	0.5	\$328	\$328	\$328
Bus Supervisors (2 Supervisors x 5 days	3	\$1,964	\$1,964	\$1,964
or divided equally – 3:15-3:30 p.m.				
Assistant Play Producer	2	\$1,310	\$1,310	\$1,310

A Musical Play Director and a Musical Play Producer position will be compensated at the same rate as a winter sports head coach (\$4,015)

c) Hourly or Per Event Assignments:

Lunch Detention Monitor	\$40.00 per detention
After School Detention Monitor	\$40.00 per detention
Winter Sports Home Game Chaperone	\$60.00 per game

d) Athletics - Head Coach Compensation

A Head Coach of a sport played for the fall or spring season shall receive total compensation of \$3,490 for each year in the contract.

A Head Coach of a sport played for the winter season shall receive total compensation of \$4,015 for each year in the contract.

<u>e)</u> <u>Athletics - Assistant Coaches Compensation</u>: Assistant Coaches will be appointed (according to student interest and space availability) when deemed necessary by the Athletic Director and Superintendent. Assistant Coaches will earn \$100.00 less than the contractual salary paid to Head Coaches.

<u>f</u>) <u>Athletics - Athletics Director's Compensation</u>: The Athletic Director's position will be compensated at \$3,769 for each year in the contract.

J. Health Care Benefits

No later than July 1, 2012, or as soon thereafter as permitted by the regulations of the School Employees' Health Benefits Program ("SEHBP"), all employees shall be enrolled in the School Employees' Health Benefits Program. As per SEHBP regulations, the SEHBP shall include a minimum of 4 medical benefit plans, one from each category and may include any available additional plans up to the maximum of 13 medical plans offered by the SEHBP.

The Board's obligation to pay premium costs shall not exceed the premium cost of the NJ Direct 10.

Employees shall pay the premium costs that exceed the costs of the NJ Direct 10 for any plan selected in the School Employees Health where the premium cost exceeds the cost of the NJ Direct 10 Plan. In addition to the aforementioned employee payment towards the cost of the premium, employees shall also contribute annually towards the cost of health benefits in an amount equal to the statutory salary health care contribution in accordance with the provisions of c.78 P.L.2011, commonly known as "Chapter 78" (Sections 39 and 41), or as otherwise required by law, whichever is greater

During the term of the Agreement should the Board change from the School Employee's Health Benefits Program to another program, the parties agree that the level of benefits offered under the new plan will be equal to the level of benefits offered under the plan

that the Board left immediately prior to enrolling in the School Employees' Health Benefit Program.

Staff members may select individual, husband/wife, parent/child, or family coverage.

No later than July 1 of each contract year, each employee shall advise the Superintendent of Schools in writing, that he/she does not wish to be covered by any or all of the Board of Education Health Insurance benefits. Employees who waive medical or prescription shall be:

Medical		Prescription
POS:		
Family:	\$1,900.00	Single:\$750.00
Husband/Wife:	\$1,300.00	
Parent/Child:	\$1,000.00	
Single:	\$ 700.00	
PPO:		
Family:	\$2,100.00	
Husband/Wife:	\$1,500.00	
Parent/Child:	\$1,200.00	
Single:	\$ 900.00	

Staff may re-enroll in the medical coverage program immediately upon the occurrence of one of the life events as recognized by the New Jersey Department of Insurance.

K. Miscellaneous Health Benefits

1. Dental

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

Single: \$ 300.00

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

Effective July 1, 2008, there will be a \$25 single and \$50 family deductible, not applicable to preventative or diagnostic procedures.

2. Prescription Plan

Effective July 1, 2012 or as soon thereafter as permitted by the School Employees' Health Benefit Program (SEHBP), the Board agrees to provide for employees only prescription coverage in a stand-alone plan under the School Employees' Health Benefits Program.

During the term of the Agreement, should the Board change from the School Employees' Health Benefits Program prescription plan to another plan, the parties agree that the level of benefits shall be equal to the prescription coverage provided under the prescription plan that the Board left immediately prior to enrolling in the School Employees' Health Benefits Program including an employee co-pay of \$15 for mail order/\$20 for generic/\$25 for name brand.

3. Disability Plan

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

L. Accumulated Sick Pay Benefits

Upon termination of employment for reasons of retirement, or reduction in force, or resignation effective July 1 and prior to August 1 of any year, or circumstances dictating

a move, an employee who is in "good standing" and not charged with any matter(s) which could lead to dismissal or reduction in pay or is on notice that such charge(s) are probable and/or contemplated shall receive payment for up to 200 unused sick days at the rate of \$35.00 per day for days 1 - 100 and \$45.00 per day for days 101 - 200, in each case, subject to the following:

- 1. Said employee has completed at least 10 years continuous service in the District. A one year leave of absence shall not toll the running of "continuous service in the District"; however, such year shall not count toward the required minimum year's continuous service.
- 2. The office of the Board Secretary has received written request from the employee by the applicable date of official intention (see definition), otherwise any payment due under this Article shall not be made until the next budget year for which the employee's written request meets the date of official intention deadline. If the employee does not request payment after two dates of official intent have passed, Article II, Section L is null and void.

M. Adjustment to Daily Schedule

The administration will compensate with time or money, staff members whose scheduled day ends at 2:35 when they are required by the administration to attend a meeting after school. (Compensation will be for the period from 2:35 - 3:15).

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

- 35 instructional periods: the 35 instructional periods shall include thirty (30) traditional teaching periods, which shall be equal in length to the preparation periods, and if and only for so long as an advisory program is in place, five (5) advisory type periods, which shall be less than 20 minutes in duration. The 5 advisory type periods are part of a program which focuses on student personal development and social relations. The advisory program shall not include written tests, grades, homework or formal written evaluations of student performance. Each of the above components shall not be less than 20 minutes in duration, except the five advisory type periods. If the advisory program is eliminated, the number of minutes utilized for the advisory period shall be divided amongst the traditional teaching and preparation periods.
- 10 preparation periods -2 shall be designated.

However, all employees shall be required to cover two (2) 20 minute lunch duty periods per week, thus reducing their duty-free lunch periods by 40 minutes over the course of one (1) week. This leaves teachers with a total of 160 minutes of duty-free lunch per week. These lunch duty periods shall consist of monitoring the lunch room, recess, or study hall and shall be assigned at the discretion of the Administration. If these duties are stopped for any reason, then the two (2) 20 minute lunch duty periods shall not be converted into instructional time.

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

- \$40.00 per class period for assignments of 5 days or less
- on a pro-rated basis, or a minimum of \$40.00, for assignments of more than 5 consecutive days or after 10 days in the same assignment for a given school year.

Final schedule determination will be made by the Superintendent.

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

In addition, professional staff can be required to use up to an additional 6 preparation periods during the course of the school year at the request of administration for meetings such as, but not limited to, Child Study Team meetings, group parent meetings, planning and preparation for special events and the like. To the extent that any of these meetings are scheduled by the administration more than one month in advance, the administration will not create an advance schedule with more than one such meeting in any week. No additional compensation will be payable for these meetings.

N. Teacher's Workday

The teacher's workday shall be 7 hours long.

Depending upon the assignment, teachers are expected to arrive by either 7:35 a.m. or 8:15 a.m. Teachers beginning at the earlier time are to remain until 2:35 p.m. All teachers beginning at the later time are to remain until 3:15 p.m. If teachers find it necessary to leave earlier on a specific day, they are to notify an administrator to that effect.

O. School Day

- 1. Teachers report to work at 8:15 a.m.
- 2. Non-instructional time: 8:15 a.m. 8:20 a.m.
- 3. Student pick-up: 8:20 a.m. 8:25 a.m.
- 4. First class begins at 8:25 a.m.
- 5. Teachers will teach 1,290 minutes per week.
- 6. Teachers will have 400 minutes of preparation time per week.
- 7. Up to 80 minutes of preparation time shall be designated by the administration. In addition, professional staff can be required to use up to an additional 6 preparation periods during the course of the school year at the request of administration for meetings such as, but not limited to, Child Study Team meetings, group parent meetings, planning and preparation for special events and the like.
- 8. Every teacher will have a 40 minute duty-free lunch subject to the requirement to cover two (2) 20 minute lunch duty periods as set forth in Paragraph M of this Article. Therefore teachers shall have a total of 160 minutes of duty-free lunch per week.
- 9. The teacher's day concludes at 3:15 p.m.

P. In-Service Scheduling

In-Service Workshops on single session days shall begin 30 minutes after student dismissal and conclude at the regular dismissal time for teachers for that day.

Q. Part-time Teachers

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

R. Non-Resident Teacher Tuition

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

S. Curriculum Writing

Teachers participating in curriculum writing will be compensated at a rate of \$30.00 per

Contract Agreement 2014-2017

hour for a period of time per curriculum project to be determined by the Superintendent of Schools.

T. Use of Faculty Room

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

U. Mentoring

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

V. Number of Departments

Regular education Middle School teachers will teach in no more than two departments at any time. For purposes of this provision, Academic Intervention Program in a teacher's core subject area does not qualify as a separate department, and a resource center teacher may teach in all areas in which he/she meet legal "highly qualified" requirements. If a teacher desires to teach in more than two departments, he/she may agree with the administration to do so.

W. Teaching Assignments

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

X. Change of Classrooms

Teachers will not be required to move materials.

ARTICLE III

EMPLOYEE EVALUATION AND PERSONNEL FILE

A. Employee Evaluation

- 1. To the extent allowed by law, HTEA and the Board agree that the development or revision of evaluation procedures shall be the result of mutual discussions among the Board, Superintendent and HTEA as per Policy 4116.
- 2. HTEA recognizes that final determination in these matters rests with the Board and its staff liaison, the Superintendent.
- 3. Paragraphs A.1 and A.2 are subject to the requirement that employees be evaluated in accordance with the Board approved evaluation model, statute, code and regulations covering teacher evaluations.

B. Personnel File

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

ARTICLE IV

LEAVES

A. Personal Illness

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

B. Personal Leave

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

The three days of personal leave provided for under this section shall not be permitted to be taken directly before or directly after a vacation. Up to two unused personal days per school year may be added to the accumulated sick leave, as in A.1.above.

1. Temporary Leave of Absence with Pay

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

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

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

2. Leaves of Absence

- a. <u>Certain Leaves of Absence</u>
 - 1) Application for Leave. All initial applications for maternity leave and for extensions or reductions of such leave shall be made in writing to the Superintendent at least 90 calendar days prior to the anticipated start of the leave when possible, except in the case of an emergency.
 - 2) Maternity Disability. A pregnant teacher is entitled to use accumulated sick leave for four weeks prior to the anticipated delivery date and for four weeks following delivery unless the teacher's physician shall certify that a further period of recuperation is required. Accumulated sick leave shall not be utilized when school is not in session during the summer months.
 - 3) NJ Family Leave (FLA) and Federal Medical Leave (FMLA). NJ Family Leave (FLA) and Federal Medical Leave (FMLA) shall be granted pursuant to law to all eligible teachers who apply for such leave(s). Days when school is not in session shall not be included for purposes of calculating such leaves.
 - 4) Additional Leave. Upon the completion of leave pursuant to sections 2 and/or 3 above, additional leave, if requested, may be granted for a period up to the end of the academic school year in which the child is born or the other eligible family leave commenced. This additional leave shall be without salary but with benefits.
 - 5) Extension of Leave. Upon the request of the teacher and recommendation of the Superintendent with the approval of the Board, such family leaves may be extended for an additional academic year beyond that in section 4 above. Teachers must be tenured to be considered for any such extension. Such extensions shall be without salary and benefits.
 - 6) Approval of leave is conditioned upon adequate staffing as

determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.

- 7) Return from Leave. Any teacher who has received leave pursuant to sections 4 and 5 above may, upon 90 calendar days' notice and upon a change in circumstances, apply for permission to return to employment during the academic school year for which such leave was granted and such leave may thereupon be terminated by the Board in its sole discretion.
- 8) Non tenured Teachers. Any leave granted to a non tenured teacher shall not extend beyond the end of the academic school year for which the leave is granted.
- 9) To be eligible for salary increment and credit toward longevity payments and sabbaticals, a teacher must work at least 90 work days in the school year that a leave commences or terminates.
- 10) In situations where extenuating circumstances occur, except where a statutory right or obligation applies, any of the above requirements may be waived upon recommendation of the Superintendent, with approval of the Board.

b. <u>Other Leaves of Absence</u>

- 1) To be eligible for other leaves, the employee must have been actively employed in the district for the full academic year prior to the requested leave.
- 2) Other leaves of absence shall at the recommendation of the Superintendent with Board approval; however, employees must be tenured to be considered for such other leaves of absence.
- 3) An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated leave.
- 4) Other leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.
- 5) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 90 days in

the school year that the leave commences or terminates.

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

ARTICLE V

PROFESSIONAL GROWTH AND DEVELOPMENT

A. In-Service

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

B. Individualized Professional Development

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

C. Faculty Meetings

Faculty, committee or other meetings shall be a maximum of two (2) per month and shall end one hour after stated meeting time. Meeting times to begin no later than 3:25 p.m.

There will be one additional meeting per month before school, from 7:45 a.m. to 8:15 a.m.

D. Graduate Courses

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

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

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

- 3. An employee shall be reimbursed for up to 12 credits in any school year and up to 18 credits in any calendar year. The district in any fiscal year will reimburse no more than 100 credits.
- 4. In the event that employees take course work exceeding 100 credits budgeted for each fiscal year, reimbursement shall occur chronologically in the order of the following levels:
 - Level 1: For courses for those matriculated in a program directly related to an advanced degree in education.
 - Level 2: For courses in the assigned field of employment.
 - Level 3: For courses taken in the general field of education.

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

5. Tuition reimbursement shall be limited to the per credit charge at Rutgers

University Graduate School of Education for the year in which the course was taken.

6. An employee granted reimbursement must agree to teach one full year in the District following such reimbursement or repay the amount of that reimbursement.

E. Other Professional Development

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

All requests for payment of the above must have had the prior

approval of Superintendent and must be accompanied by evidence of satisfactory completion of the course, distance learning program, conference, workshop, etc., by the employee.

Contract Agreement 2014-2017

ARTICLE VI

SUPPORT STAFF - SECRETARIES AND CLERKS

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

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

A. Salaries

Salaries and stipends include the following:

- 1. Salary Guide
- 2. Maxima
- 3. Longevity

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

1. Salary Guide

See Schedule B attached.

2. Maxima

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

Years Beyond Top Step	% Increase Above Top Step
1	2%
2	3%
3	4%
4	5%
5	6%
6	6.5%
7	7%
8	7.5%

3. Longevity

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

B. Health Care Benefits

No later than July 1, 2012, or as soon thereafter as permitted by the regulations of the School Employees' Health Benefits Program ("SEHBP"), all employees shall be enrolled in the School Employees' Health Benefits Program. As per SEHBP regulations, the SEHBP shall include a minimum of 4 medical benefit plans, one from each category and may include any available additional plans up to the maximum of 13 medical plans offered by the SEHBP.

The Board's obligation to pay premium costs shall not exceed the premium cost of the NJ Direct 10.

Employees shall pay the premium costs that exceed the costs of the NJ Direct 10 for any plan selected in the School Employees Health where the premium cost exceeds the cost of the NJ Direct 10 Plan. In addition to the aforementioned employee payment towards the cost of the premium, employees shall also contribute annually towards the cost of health benefits in an amount equal to the statutory salary health care contribution in accordance with the provisions of c.78 P.L.2011, commonly known as "Chapter 78" (Sections 39 and 41), or as otherwise required by law, whichever is greater.

During the term of the Agreement should the Board change from the School Employee's Health Benefits Program to another program, the parties agree that the level of benefits offered under the new plan will be equal to the level of benefits offered under the plan that the Board left immediately prior to enrolling in the School Employees' Health Benefit Program.

Staff members may select individual, husband/wife, parent/child, or family coverage.

No later than July 1 of each contract year, each employee shall advise the Superintendent of Schools in writing, that he/she does not wish to be covered by any or all of the Board of Education Health Insurance benefits. Employees who waive medical or prescription shall be:

Medical		Prescription
POS:		
Family:	\$1,900.00	Single:\$750.00
Husband/Wife:	\$1,300.00	
Parent/Child:	\$1,000.00	
Single:	\$ 700.00	
PPO:		
Family:	\$2,100.00	
Husband/Wife:	\$1,500.00	
Parent/Child:	\$1,200.00	
Single:	\$ 900.00	

Staff may re-enroll in the medical coverage program immediately upon the occurrence of one of the life events as recognized by the New Jersey Department of Insurance.

- C. Miscellaneous Health Benefits
 - 1. Dental

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

Single: \$300.00

Provision will be made for re-entry into dental coverage in the event of material change in the employee's situation, for example, loss of spousal coverage. Effective July 1, 2008, there will be a \$25 single and \$50 family deductible, not applicable to preventative or diagnostic procedures.

2. Prescription Plan

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

name brand.

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

Single: \$450.00

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

3. Disability

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

D. Workday

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

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

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

E. Work Year

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

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

F. Vacation Schedule for Twelve Month Employees

Twelve month employees shall be entitled to vacation time according to the following

schedule:

First year	10 days
2-5 years	15 days
6+ years	20 days

A minimum of fifty percent of all vacation days must be used on non-school days.

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

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

Vacation days are normally used in the year after they are earned. However, during the first year of employment, employees may borrow up to 10 days against their year-end allocation of vacation days.

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

G. Personal Illness

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

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

H. Personal Leave

Three days of personal leave will be granted for situations of a personal nature, with the prior approval of the Superintendent or for an emergency situation arising that precludes prior approval. Up to two unused personal days a school year may be added to the accumulated sick leave set forth in paragraph G above. The three days of personal leave provided for under this section shall not be permitted to be taken directly before or directly

after a vacation.

Temporary Leave of Absence with Pay

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

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

2. Leaves of Absence

- a. <u>Certain Leaves of Absence</u>
- 1) Application for Leave. All initial applications for maternity leave and for extensions or reductions of such leave shall be made in writing to the Superintendent at least 90 calendar days prior to the anticipated start of the leave when possible, except in the case of an emergency.
- 2) Maternity Disability. A pregnant employee is entitled to use accumulated sick leave for four weeks prior to the anticipated delivery date and for four weeks following delivery unless the teacher's physician shall certify that a further period of recuperation is required. [Accumulated sick leave shall not be utilized for non-work days.]
- 3) NJ Family Leave (FLA) and Federal Medical Leave (FMLA). NJ Family Leave (FLA) and Federal Medical Leave (FMLA) shall be granted pursuant to law to all eligible employees who apply for such leave(s). Non-work days are not intended for purposes of calculating

such leaves.

- 4) Additional Leave. Upon the completion of leave pursuant to sections 2 and/or 3 above, additional leave, if requested, may be granted for a period up to the end of the work year in which the child is born or the other eligible family leave commenced. This additional leave shall be without salary but with benefits.
- 5) Extension of Leave. Upon the request of the employee and recommendation of the Superintendent with the approval of the Board, such family leaves may be extended for an additional work year beyond that in section 4 above. Employees must be tenured to be considered for any such extension. Such extensions shall be without salary and benefits.
- 6) Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily, or capriciously.
- 7) Return from Leave. Any employee who has received leave pursuant to sections 4 and 5 above may, upon 90 days' notice and upon a change in circumstances, apply for permission to return to employment during the work year for which such leave was granted and such leave may thereupon be terminated by the Board in its sole discretion.
- 8) Nontenured Employees. Any leave granted to a nontenured employee shall not extend beyond the end of the work year for which the leave is granted.
- 9) To be eligible for salary increment and credit toward longevity payments and sabbaticals, a ten-month employee must work at least 90 days in the work year that the leave commences or terminates; and a twelve-month employee must actually work at least 120 days in the work year that the leave commences or terminates.
- 10) In situations where extenuating circumstances occur, except where a statutory right or obligation applies, any of the above requirements may be waived upon recommendation of the Superintendent, with approval of the Board.
- b. <u>Other Leaves of Absence</u>

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

I. Professional Growth and Development

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

J. HTEA Meetings

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

Contract Agreement 2014-2017

K. Health Benefit Adjustment

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

L. Banked Personal Days

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

M. Accumulated Sick Pay Benefits

Upon termination of employment for reasons of retirement, or reduction in force, or resignation effective July 1 and prior to August 1 of any year, or circumstances dictating a move, an employee who is in "good standing" and not charged with any matter(s) which could lead to dismissal or reduction in pay or is on notice that such charge(s) are probable and/or contemplated shall receive payment for up to 200 unused sick days at the rate of \$25.00 per day for days 1-100 and \$35.00 for days 101+, subject to the following:

- 1. Said employee has completed at least 10 years continuous service in the District. A one year leave of absence shall not toll the running of "continuous service in the District"; however, such year shall not count toward the required minimum year's continuous service.
- 2. The office of the Board Secretary has received written request from the employee by the applicable date of official intention (see definition), otherwise any payment due under this Article shall not be made until the next budget year for which the employee's written request meets the date of official intention deadline. If the employee does not request payment after two dates of official intent have passed, Article II, Section L is null and void.

ARTICLE VII

SABBATICAL LEAVE

A. Purpose

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

B. Benefits

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

C. Eligibility

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

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

D. Administration

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

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

ARTICLE VIII

POLICY MANUAL CHANGES

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

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definition

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

B. Procedure

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

- 1. The employee or HTEA shall set forth the grievance in writing and deliver it to the Superintendent within ten calendar days after the failure of the informal procedure described in Paragraph B. The Superintendent shall communicate his decision in writing to the employee or HTEA within five school days after filing.
- 2. If dissatisfied, the employee or HTEA may appeal the Superintendent's decision to the Board, in writing, within ten school days after receipt by the employee or HTEA of the Superintendent's written decision. The Board will communicate its decision in writing to the employee or HTEA within ten school days.
- 3. If the employee or HTEA is dissatisfied with the decision of the Board, he/she or HTEA may, within ten school days following receipt of the Board's decision, give notice that he/she or HTEA wishes advisory arbitration. If the employee or HTEA fails to appeal the decision rendered at this or a prior step within the time limits specified, the original grievance and any appeals of it shall be null and void. Non-binding arbitration of any grievance shall be conducted by one person, mutually acceptable to both the employee or HTEA and Board, who shall be chosen promptly following the employee's or HTEA's notice of appeal.
- 4. The arbitrator can add nothing to nor subtract anything from this Agreement. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The decision of the arbitrator shall not be binding upon the Board. The costs and services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be

borne equally by the Board and the employee or HTEA. The party incurring them shall pay any other expenses incurred.

C. Court Decision

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

ARTICLE X

SAVINGS CLAUSE AND SEPARABILITY

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

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

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

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

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until June 30, 2017 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

ARTICLE XII

REPRESENTATION FEE

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

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

ARTICLE XIII

MISCELLANEOUS

Employees approved by the Superintendent or designee to use their vehicles in the course of business shall be compensated at the Board-approved rate.

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

DATE: July 1, 2014

HARDING TOWNSHIP EDUCATION ASSOCIATION

By_____

Date Signed:_____

HARDING TOWNSHIP BOARD OF EDUCATION

By_____

Date Signed:_____

ATTEST:

Secretary

Date Signed:_____

<u>Exhibit A</u>

<u>SCHEDULE A</u> <u>Teachers' Salary Guide</u> <u>2014-2015</u>								
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD/EdD
1	48305	50005	51705	55105	56805	58505	60205	61905
2	48605	50305	52005	55405	57105	58805	60505	62205
3	48905	50605	52305	55705	57405	59105	60805	62505
4	49955	51655	53355	56755	58455	60155	61855	63555
5	50255	51955	53655	57055	58755	60455	62155	63855
6	51205	52905	54605	58005	59705	61405	63105	64805
7	52605	54305	56005	59405	61105	62805	64505	66205
8	54205	55905	57605	61005	62705	64405	66105	67805
9	55905	57605	59305	62705	64405	66105	67805	69505
10	57705	59405	61105	64505	66205	67905	69605	71305
11	59605	61305	63005	66405	68105	69805	71505	73205
12	61605	63305	65005	68405	70105	71805	73505	75205
13	63705	65405	67105	70505	72205	73905	75605	77305
14	65905	67605	69305	72705	74405	76105	77805	79505
15	68205	69905	71605	75005	76705	78405	80105	81805
16	70605	72305	74005	77405	79105	80805	82505	84205
17	73105	74805	76505	79905	81605	83305	85005	86705
18	77330	79030	80730	84130	85830	87530	89230	90930

<u>SCHEDULE A</u> <u>Teachers' Salary Guide</u> 2015-2016									
2013-2010									
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD/EdD	
1	48665	50365	52065	55465	57165	58865	60565	62265	
2	48965	50665	52365	55765	57465	59165	60865	62565	
3	49265	50965	52665	56065	57765	59465	61165	62865	
4	50315	52015	53715	57115	58815	60515	62215	63915	
5	50615	52315	54015	57415	59115	60815	62515	64215	
6	51565	53265	54965	58365	60065	61765	63465	65165	
7	52965	54665	56365	59765	61465	63165	64865	66565	
8	54565	56265	57965	61365	63065	64765	66465	68165	
9	56265	57965	59665	63065	64765	66465	68165	69865	
10	58065	59765	61465	64865	66565	68265	69965	71665	
11	59965	61665	63365	66765	68465	70165	71865	73565	
12	61965	63665	65365	68765	70465	72165	73865	75565	
13	64065	65765	67465	70865	72565	74265	75965	77665	
14	66265	67965	69665	73065	74765	76465	78165	79865	
15	68565	70265	71965	75365	77065	78765	80465	82165	
16	70965	72665	74365	77765	79465	81165	82865	84565	
17	73465	75165	76865	80265	81965	83665	85365	87065	
18	77690	79390	81090	84490	86190	87890	89590	91290	

<u>SCHEDULE A</u> <u>Teachers' Salary Guide</u> <u>2016-2017</u>								
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD/EdD
1	48810	50510	52210	55610	57310	59010	60710	62410
2	49110	50810	52510	55910	57610	59310	61010	62710
3	49410	51110	52810	56210	57910	59610	61310	63010
4	50460	52160	53860	57260	58960	60660	62360	64060
5	50760	52460	54160	57560	59260	60960	62660	64360
6	51710	53410	55110	58510	60210	61910	63610	65310
7	53110	54810	56510	59910	61610	63310	65010	66710
8	54710	56410	58110	61510	63210	64910	66610	68310
9	56410	58110	59810	63210	64910	66610	68310	70010
10	58210	59910	61610	65010	66710	68410	70110	71810
11	60110	61810	63510	66910	68610	70310	72010	73710
12	62110	63810	65510	68910	70610	72310	74010	75710
13	64210	65910	67610	71010	72710	74410	76110	77810
14	66410	68110	69810	73210	74910	76610	78310	80010
15	68710	70410	72110	75510	77210	78910	80610	82310
16	71110	72810	74510	77910	79610	81310	83010	84710
17	73610	75310	77010	80410	82110	83810	85510	87210
18	77835	79535	81235	84635	86335	88035	89735	91435

Schedule B

	Secretary						
	(12 month)						
	2014-2015	2015-2016	2016-2017				
1	43,863	45,004	46,174				
2	44,944	46,112	47,311				
3	46,024	47,221	48,448				
4	47,105	48,329	49,586				
5	48,185	49,438	50,723				
6	49,265	50,546	51,861				
7	50,346	51,655	52,998				
8	51,426	52,763	54,135				
9	52,507	53,872	55,273				
10	53,587	54,981	56,410				

	Clerk							
	(12 month)							
	2014-2015 2015-2016 2016-2017							
	To be negotiated	To be negotiated	To be negotiated					
<u>Salary</u>	<u>(if applicable)</u>	<u>(if applicable)</u>	(if applicable)					