

AGREEMENT

BETWEEN

HARMONY TOWNSHIP BOARD OF EDUCATION

-and-

HARMONY TOWNSHIP EDUCATION ASSOCIATION

July 1, 2004 through June 30, 2007

PREAMBLE

The following Agreement is for the School Years 2004-2005 through 2006-2007 between the Harmony Township Education Association and the Harmony Township Board of Education.

The Agreement is divided into Articles:		Page
I.	Recognition	1
II.	Insurance Benefits	2
III.	Leaves	4
IV.	Tuition Reimbursement	6
V.	Joint Committee	7
VI.	Grievance Procedure	8
VII.	Negotiating Procedure	12
VIII.	Teacher Assignment	13
IX.	Teacher's Day	15
X.	Leaves of Absence	17
XI.	Work Year	19
XII.	Salary Provisions	20
XIII.	Dismissal – Aides	22
XIV.	Reduction in Force	23
XV.	Evaluation	24
XVI.	Personnel Records	25
XVII.	Complaint Procedure	26
X-VIII	Board Rights	27
XIX	Instructional Aides - Applicability Provisions	28
XX.	Social Worker/Guidance Counselor/Speech Therapist Applicability Provisions	30
XXI.	Extra Services	32
XXII.	Representation Fee	33

The statements, when signed by both parties, represent a contract between these parties, the duration of the contract being from July 1, 2004 to June 30, 2007.

HARMONY TOWNSHIP
EDUCATION ASSOCIATION

HARMONY TOWNSHIP
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

ARTICLE I
RECOGNITION

A. Pursuant to Chapter 303, Public Laws of 1968, State of New Jersey, as amended, the Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all personnel, under contract, as herein included: teachers, nurse, social worker/guidance counselor, speech therapist, instructional aides, psychologist, and learning disabilities teacher - consultant.

B. Unless otherwise indicated, the term teachers, when used hereinafter in this Agreement, shall refer only to those personnel represented by the Association in the negotiating unit as defined above.

Revised - 1991
Revised - 1994
Revised - 1996
Revised - 2001
Revised - 2004

ARTICLE II

INSURANCE BENEFITS

A. Full Health Care Coverage

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for full-time teachers working twenty-five (25) or more hours per week and their families, for insurance equivalent to Horizon's Traditional and PPO plans as per grievance agreement dated December 14, 2000. Determination of the insurance carrier shall be solely the Board's decision in its discretion.

B. Dental Coverage

The Board shall provide for employees and family full cost of New Jersey Dental Service Plan, Program II-B. Coverage for new employees will be as stipulated in the Underwriting Policy and Requirements of NJDSP. The dental coverage will be available only for full-time employees working twenty-five (25) or more hours per week. Determination of the insurance carrier shall be solely the Board's decision in its discretion.

C. Full Prescription Coverage

In addition to the above stated program, provision shall be made to cover prescription drug insurance only for full-time employees working twenty-five (25) or more hours per week and their families. Determination of the insurance carrier shall be solely the Board's decision in its discretion.

D. Cost Containment Provisions

The health care insurance coverage provided above shall be revised to include the following cost containment provisions:

1. Add mandatory second surgical opinion, and add preadmission certification/continued stay review.
2. Change the prescription drug co-pay to \$15.00 brand name, \$10.00 generic, and \$10.00 mail order.
3. The deductible is \$300/\$600.

E. Employees who are laid off or nonrenewed shall be removed from the benefit rolls effective June 30 of the school year in question. Employees terminated for cause shall have their benefits end on the normal termination date. If the employee is subsequently rehired the following September, the Board will reimburse the employee for

the cost of the insurance premium paid by the employee for coverage during the months of July and August if the employee chooses to continue coverage under the COBRA law during July and August.

Revised - 1991
Revised - 1994
Revised - 1996
Revised - 2001
Revised - 2004

ARTICLE III

LEAVES

A. Employees shall be entitled to ten (10) sick leave days each school year with pay. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Illness in the immediate family (wife, husband, mother, father, mother-in-law, father-in-law, stepmother, stepfather, children under 22 years of age) and any relative in the same household - two (2) days for ten month employees (annual maximum). Proof of illness may be requested.

C. Bereavement (mother, father, stepmother, stepfather, husband, wife, mother-in-law, father-in-law, brother, sister, grandparents, and children) - five (5) days per occurrence. Relative or close friend - 1 day per occurrence. Illness in the immediate family and bereavement leave are in addition to the annual ten (10) sick leave days. These days are to be taken within five (5) calendar days of the death, excluding weekends, except in extenuating circumstances.

D. Personal business –

1. Employees shall be entitled to two personal days annually to be used for business that cannot be handled outside of school hours. No reason for these days must be provided; however, requests for them must be made, in writing, to the Chief School Administrator at least 48 hours in advance of the day requested.
2. One of the two days may be taken in the event of an emergency without the required 48 hour notice. In such cases, the reason for the emergency personal day shall be given to the Chief School Administrator as soon thereafter as possible.
3. Personal days may not be taken the days immediately before or immediately following a holiday or on the last day of school, except that personal days before and after a holiday or on the last day of school shall be permitted subject to the following limitations:
 - a. no more than two (2) such days per year for the entire staff.
 - b. these personal days will only be approved in the event of an unforeseeable emergency.
 - c. these personal days shall not apply to a person who is out of town on vacation.

d. verification of the emergency shall be submitted to the Chief School Administrator upon the employee's return to school.

4. Effective July 1, 2004, unused personal days will accumulate as sick days.

E. In the event of a serious or protracted illness, defined as one lasting more than five (5) consecutive working days, the Board of Education, in its discretion, may request a physician's certificate to be filed with the secretary of the Board of Education, confirming that the employee is fit to return to work and assume his/her usual duties.

F. Any part-time employee who was previously a full-time employee shall receive accumulated sick days equal to the length of the day they worked as a full-time employee. However, the ten (10) new sick days will be accumulated at their new rate.

Revised - 1991
Revised - 2004

ARTICLE IV

TUITION REIMBURSEMENT

A. The Board of Education will reimburse teachers for tuition for graduate courses not required for initial certification. Reimbursement shall be made during the contract year (July 1 to June 30) up to a maximum of \$1,000.00 per year, per teacher, who is not enrolled in a Masters Program. If a teacher is enrolled in a Masters Program, then the Board will reimburse the teacher for a maximum of nine (9) credits per year, without an individual cap on the cost, but with an overall district cap of \$22,000 in 2004-05; \$22,000 in 2005-06; and \$22,000 in 2006-07.

B. To be eligible for reimbursement, the teaching staff member must receive prior written authorization from the Chief School Administrator for every course, whether graduate or non-credit, and must make application for such course within three (3) weeks of commencement, except in unusual circumstances. Graduate work and non-credit work shall be directly and intimately related to a teacher's current professional position and directly beneficial to the school district.

C. Successful completion of the course is required for reimbursement. Reimbursement will be made to individual teachers after proof of successful completion of courses has been submitted to the Chief School Administrator. An official transcript (or copy thereof) from the college or university showing a grade of "C" or better is required, together with the payment receipt(s) or canceled check(s) showing payment for the course. Reimbursement shall be 100% for a grade of "A" or "B", 75% for a grade of "C", and no reimbursement for a grade below "C". Vouchers for reimbursement of tuition shall be submitted no later than one (1) week before a regular Board business meeting.

D. Reimbursement shall be paid to all tenured teachers one week following a regular Board meeting. Non-tenure teachers shall be paid at the same rate in (A) above, but shall be paid during the contract year following completion of the course, providing that the non-tenure teacher being reimbursed is still actively employed by the Board.

E. Reimbursement will be accomplished through a separate check, different from payroll checks.

Revised - 1994
Revised - 1998
Revised - 2004

ARTICLE V

JOINT COMMITTEE

The Board shall provide for the formation of a Joint Committee. This committee shall be composed of the Board president, two additional elected Board members, the Chief School Administrator, and the president and three elected members of the Harmony Township Education Association. The Joint committee is formed for the purpose of:

- a) exchanging information and opinions with regard to the educational program of the school.
- b) discussing any anticipated changes in Board policy with regard to conditions of professional employment.

Such meetings and discussions are not intended to limit the jurisdiction of the administrator in instituting Board policy. Either party may call a meeting of the committee giving the other a ten (10) day written notice. If this is not an agreeable date, an acceptable date must be reached within that ten (10) day period. Any deviation from the above shall be by mutual consent.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is hereby defined as a claim by an employee or the Association based upon the interpretation or application of any of the provisions of this agreement, Board policy, or administrative decision affecting the terms and conditions of employment of a teacher or a group of teachers.
2. Any individual member or any group of members of the staff shall have the right to appeal the application of the provisions of this agreement through the following recognized levels: the Chief School Administrator, the Board of Education, and arbitration.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, starting informally with the employee's immediate supervisor, solutions to issues which may occasionally arise adversely affecting employees. The parties hereto agree that these proceedings should be kept as informal and confidential as may be appropriate at every level of the procedure. This does not rule out informal settlement at any level.

C. Conditions and Time Limits

1. A grievance to be considered under this procedure must be initiated by the aggrieved within ten (10) school days from the date he knew or should reasonably have been expected to know of its occurrence. Failure to file a timely grievance shall constitute abandonment of the dispute.
2. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended only by mutual agreement of the parties hereto in writing.
3. Failure to process a grievance to the next step of the procedure within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
4. Failure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step.
5. It is understood that employees shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and

regulations of the Board until such grievance and any effect thereof shall have been fully determined.

6. 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, 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.

D. Formal Procedure

1. All grievances shall be initiated at Level One within ten (10) school days of the occurrence of the matter causing the grievance, or within ten (10) school days after a teacher would reasonably be expected to know of its occurrence.
2. At Level One, a teacher or a representative of a group with a grievance shall discuss the grievance with the administrative principal with the purpose of resolving the matter directly. If no agreement is reached within ten (10) calendar days of this discussion, the aggrieved may take his/her grievance to the next level.
3. At Level Two, a teacher or a representative of a group with a grievance shall present the grievance in writing to the administrative principal. To be timely and effective, the written grievance must set forth the underlying facts, the specific contract provision(s) or board policy(ies) or administrative decision(s) allegedly violated, and the relief sought, if known, to the grieving party. The Association will not present any evidence or new information at a Board level hearing or arbitration hearing without notifying the Board in advance of such evidence or new information. Any decision at this level shall be made in writing within ten (10) calendar days of submission to the administrative principal. If the grievance is not then resolved, the person or persons involved may take it to the next level within ten (10) calendar days of the decision.
4. At Level Three, the grievant may, within ten (10) calendar days of receipt of the decision at Level Two, request in writing that the Association submit the grievance to the Board of Education, and unless submitted by the Association to the Board within five (5) calendar days, no further action on the grievance shall be taken. The request shall be submitted in writing through the administrative principal who shall attach all related papers and forward the request to the Board of Education, it being understood that to be timely and effective the submission must include a statement explaining in detail why the Association is dissatisfied with the Level Two decision. The Board (or a grievance committee designated by the Board in its discretion) shall review the grievance and shall, at the

option of the Board (or its designated grievance committee) or upon request of the grievant, hold a hearing with the teacher and render a decision in writing with reasons within 30 calendar days of the receipt of the grievance by the administrative principal. If a hearing has been held, the Board (or its designated grievance committee) has ten (10) school days to render its decision. No claim beyond Level Three if: (a) matter for which detailed method of review prescribed by law, or (b) rules or regulations of State Board, (c) Board by-law, or (d) beyond Board's scope or limited to unilateral action by Board.

5. If a teacher is required to appear before the Board, he/she shall be given prior notice and may have an Association representative present to advise him/her or represent him/her.
6. Any teacher, in presenting individual or group appeals, shall be assured freedom from prejudicial action by reason of his/her having presented an appeal. A teacher participating in grievance procedure shall suffer no loss in pay, but all grievance sessions shall be scheduled with specific Board consent as to the time and place.
7. If the aggrieved person is not satisfied with the disposition of his/her grievance at the Board level or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board, he/she may request in writing that the Association submit his/her grievance to arbitration. To be timely and effective, such written request must be submitted to the Association with a copy to the Board within ten (10) working days after receipt of the Board's decision, or if no decision has been rendered, within forty (40) calendar days after such grievance was delivered to the Board. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing written notice with the Board within fifteen (15) calendar days after receipt of a request by the aggrieved person. To be timely and effective, such notice must include a statement explaining in detail why the Association is dissatisfied with the disposition of the grievance at the Board level.
8. Within ten (10) school days after such written notice of submission to arbitration, the Association or the Board may request the Public Employment Relations Commission to submit a list of arbitrators to the parties and shall be bound by their rules. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final. Both parties shall comply with the decision.
9. The arbitrator shall be limited to the issues grieved and shall consider nothing else. The arbitrator shall add nothing to, nor subtract anything from, the Agreement between the parties. The arbitrator's opinion and

award shall be in writing and shall contain findings, conclusions and reasons.

10. The cost of the service of an arbitrator shall be borne equally by the Harmony Township Education Association and the Harmony Township Board of Education and any other expenses, including but not limited to any presentation and attorney's fees, shall be borne by the party incurring them.

Revised -1991
Revised -1998
Revised - 2004

ARTICLE VII

NEGOTIATING PROCEDURE

A. For the purpose of group negotiations, either the Board of Education or the Harmony Township Education Association may request a meeting with the members of the other organization, giving reasons for such meeting. Such a meeting shall be granted by either organization within ten (10) school days. The parties agree to commence negotiations consistent with the requirements of N.J.S.A. 34:13A-5.1 et seq.

B. Teachers participating in negotiation procedures shall suffer no loss in pay, but all negotiation sessions shall be scheduled with specific Board consent as to the time and place.

Revised - 2004

ARTICLE VIII

TEACHER ASSIGNMENT

A. Ultimate determination of teaching stations and teaching assignments are the Board's responsibilities, and shall be construed to be a matter of educational policy.

B. If any changes in a teacher's class, subject assignment, or room assignment are to be made, a teacher will be notified, in writing, prior to the last day of school, whenever practicable.

C. Professional vacancies shall be posted on the teachers' room bulletin board and on the sign-in sheet five (5) days prior to the first interview. The Association will be given notice five (5) days prior to the first interview on vacancies that occur between the last day of school and September 1. Interested staff members may apply for the opening and will be given first consideration, provided that the staff member holds the appropriate certification. However, the Board reserves the right of placement and hiring of all teachers.

D. Voluntary and Involuntary Transfers & Reassignments

1. a. As vacancies occur, the Chief School Administrator shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the current or following school year. Teachers who, prior to the end of the school year, request such notification, shall receive written notice of vacancies if such vacancies are within the area of their certification.
- b. Teachers who desire a change in grade and/or subject assignment, may file a written statement of such desire with the Chief School Administrator. Such statements shall include the grade and/or subject to which the teacher desires to be assigned, in-order of preference. Such requests for reassignments for the following year shall be submitted no later than April 15.
- c. All vacancies shall be posted on the teachers' room bulletin board and on the sign-in sheet for five (5) school days. The Association President will be given notice of all vacancies that occur between the last day of school and September 1 and employees interested in vacancies that may arise over the summer may also notify the Chief School Administrator of their interest before the close of the year.

Interested staff members may apply for any vacant position and will be given first consideration, provided that the staff member

holds the appropriate certification. However, the Board reserves the right of placement and hiring of all employees.

- d. As soon as practicable, the Chief School Administrator shall post and deliver to the Association a schedule showing the names of all teachers who have been reassigned and the nature of such reassignment.
- 2.
- a. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, but not later than the last day of school, to the extent possible.
 - b. Teachers who have been involuntarily transferred or assigned shall have the right to meet with the Chief School Administrator to be notified of the reason therefore.
 - c. Teachers being involuntarily reassigned or transferred from their present positions shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant.
 - d. Individual teaching schedules for the upcoming school year shall be mailed by August 1. Changes may occur due to unforeseen circumstances including, but not limited to personnel changes, financial circumstances, or enrollment shifts.

Revised - 1991
Revised – 2004

ARTICLE IX

TEACHER'S DAY

A. The teacher's day shall be six hours and forty-five minutes in duration. Faculty meetings, after school in-service programs, and half-day in-service programs will conclude no later than 4:00 PM.

B. During conference week, teachers may leave the building as soon as the last conference is over, or at the conclusion of the minimum amount of time necessary to qualify as a "day" if evening conferences are held. If no conferences are scheduled, the day will be completed at the usual teacher dismissal time. This applies for Fall conferences. Teachers will schedule their own conferences with the approval of the administrator.

C. Classroom teachers shall have a minimum of thirty (30) minutes of preparation time per day and a minimum of one hundred and fifty (150) minutes of preparation time per five (5) day week. Preparation time shall correspond to the length and scheduling of the special subject period, or as mutually determined by the teacher and the Chief School Administrator within the teacher workday, as defined in Article IX. Part-time teachers shall have their preparation periods pro rated based upon the amount of weekly time spent in the district. The Board reserves the right to reassign teachers to other duties during preparation periods in the event of an emergency. The time between pupil dismissal and teacher dismissal shall be considered preparation time. Teachers covering the class or lunchroom duty of another teacher who, as a result, lose their duty free preparation time, shall be paid at the rate of \$13.00 per 46 minute period in 2004-05, \$18.00 in 2005-06, and \$20.00 in 2006-07 (pro rated for less than a full period).

D. When requested to return for the evening meetings, teachers may leave the building five (5) minutes after pupils have been dismissed. These meetings shall include, but not be limited to: Open House/Back to School Night, Spring Concert, Winter Concert, or BSI meetings.

E. As professionals, classroom 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. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in roster".

F. The student day shall be 336 minutes instructional time per day. Exception to this shall be on days when school shall be closed for emergency conditions, or on shortened days.

G. Evening Activities: The music teacher shall participate in the Winter Concert, Spring Concert and 8th grade graduation evening programs. All teachers except the 8th grade advisors may be assigned to supervise either the Winter Concert or the Spring Concert. Eighth grade advisors shall be assigned to supervise the 8th grade graduation

evening program. Failure to participate shall result in the loss of a paid sick day unless the teacher is absent from school due to a legitimate reason. No concerts shall be scheduled for Friday evenings. The Kindergarten Teacher shall attend Back to School Night, Conference Nights and one additional evening activity.

H. Re-writing or re-organizing the curriculum (as opposed to annual curriculum review) shall be completed outside the regularly scheduled school day or year. Those teachers offered such work and who accept such work shall be compensated at the average teacher's hourly rate, to be computed by dividing the average teacher's salary by 1248 hours.

I. It is expressly understood that the Board retains the right to establish schedules for teachers and students as long as within the contractual parameters above relating to daily student instructional time, length of teacher's day, starting and ending times of teacher's day, and guaranteed preparation time.

Revised - 1991
Revised - 1994
Revised - 1996
Revised - 1998
Revised - 2004

ARTICLE X

LEAVES OF ABSENCE

A. In addition to all applicable federal and state Family Medical Leave, if the Board is subject to these statutes, the Board shall grant maternity, adoption, or child rearing leave to any tenured employee who requests such a leave. The leave shall be without pay, except that sick leave pay may be applied to that period during such leave of absence which qualifies as illness or medical disability as defined in N.J.S.A. 18A:30-1 et seq. The leave shall be subject to the following terms and conditions:

1. As soon as practicable, but no less than ninety (90) days prior to the anticipated delivery date, the employee shall notify the Chief School Administrator, in writing, of the need for disability leave (not to exceed accumulation of sick leave and/or four (4) weeks after the birth of the child) and maternity leave as they relate to pregnancy. A child-rearing leave of absence shall begin at the discretion of the employee, and may continue for a maximum of one (1) year, from the September immediately following the date beginning the leave, unless otherwise requested by the employee. Exceptions to these time limits are subject to Board approval via the Chief School Administrator.
2. A maternity leave of absence shall begin on the date requested by the employee. The leave will be based on an evaluation of the employee's emotional and physical capability to carry out her functions and responsibilities. Any question pertaining to said capability shall be determined by the employee's physician and the school medical examiner.
3. The Board shall also grant unpaid adoption leave to any tenured employee who legally adopts a child who is less than five (5) years old provided the child is not the issue of the teacher's spouse. The leave shall commence upon the date necessary to fulfill the requirements for the adoption. During said adoption leave, the teacher may not use any accumulated sick leave.
4. Upon resuming his/her regular duties, the employee granted a child-rearing or adoption leave shall be eligible for the same salary he/she would have received had he/she successfully completed the school year in which the leave was granted. To be eligible for the foregoing, the employee must have worked a minimum of ninety (90) school days during the school year in which the child-rearing or adoption leave commenced. If the employee worked less than the ninety (90) day minimum, upon his/her return he/she shall be placed on the same step of the salary guide as he/she was on during the school year in which his/her leave commenced.

5. On or before March 1, a teacher granted a leave under this provision shall indicate to the Board of Education his/her intention to return to teaching the following September. Failure to do so will be construed as a decision not to return, and shall be a formal resignation.
6. The employee may remain in the group medical plans during the approved leave, provided that the employee pays for his/her own benefits and provided that this is acceptable to the insurance carrier.
7. Non-tenured teachers shall be entitled only to unpaid leave for child-rearing or adoption through the end of the employment year. An additional year of leave without pay may be granted at the discretion of the Board.

B. An unpaid leave of absence may be granted by the Board for good reason, subject to the following stipulations:

1. Reason(s) for leave shall be stated, in writing, to the Board and shall include the commencement and termination dates for the requested leave.
2. Benefits to which a teacher was entitled at the time his/her leave commenced, including accumulated sick leave, shall be restored to her/him at the time of his/her return.
3. The returning teacher's assignment shall be at the discretion of the Board of Education.
4. During the course of the unpaid leave of absence, the teacher on said leave shall not be eligible to either receive or accrue benefits except as statutorily required.

C. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family (mother, father, wife, husband, son, daughter) when a member of the family is not able to care for him/herself. Teachers may request a second year of leave which may be granted at the discretion of the Board. This benefit shall only apply to tenured staff members.

Revised - 1991
Revised - 1994
Revised - 2004

ARTICLE XI

WORK YEAR

- A. 1. The in-school work year for teachers employed on a ten (10) month basis shall be 185 days, of which one (1) day shall be for in-service teacher workshop and one (1) day for teacher preparation. The one (1) day for teacher preparation mentioned above shall occur on the day prior to the first day of pupil attendance in the new school year, and the amount of time devoted on that day to faculty meeting, which may include in-service and/or workshop requirements, shall not exceed a total of two (2) hours.
2. Parent-Teacher conferences will be scheduled over a three (3) day period (these are half days including lunch), with Monday and Tuesday conferences from 7:00 p.m. to 9:00 p.m., as at present, and Wednesday conferences from 1:30 p.m. dismissal to the end of the regular day (with teachers permitted to leave after their last conference). If additional parent-teacher conferences are necessary, they shall be early dismissal days.
3. Teacher attendance shall not be required when student attendance is not required due to inclement weather.
- B. The last day before the Winter Holiday Recess shall be the minimum length (including a lunch period) necessary to qualify as a "day" for students as determined or mandated by the State Department of Education.
- C. 1. The last day of school shall be the minimum length necessary to qualify as a "day" for students as determined or mandated by the State Department of Education.
2. The day before the last day of school shall be the minimum length necessary to qualify as a "day" for students (including a lunch period) as determined or mandated by the State Department of Education. Teachers will remain to the end of the regular day to complete closeout tasks.
- D. If teachers are required to return for Back to School Night, the school day shall be the minimum length (including a lunch period) necessary to qualify as a "day" for students as determined or mandated by the State Department of Education.

Revised - 1996
Revised - 1998
Revised - 2004

ARTICLE XII

SALARY PROVISIONS

A. Staff employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly payments on the 15th and 30th of each month. If there is no work on the 15th or 30th, payment will be made on the last workday preceding.

B. Staff may elect to have deductions taken out of their pay that the Association petitions for to the Board Secretary for annuities, credit unions and savings bonds. For the credit union, the monies shall be deposited in a credit union of the employee's choice. Payroll deductions for annuities will be made as long as participating employees agree to not more than three (3) companies for deductions. All written authorizations for deductions will be received by the Chief School Administrator by May 30 and authorizations cannot be rescinded during the school year, except by notice received by September 1 for the first half of the school year or by the last school day in December for the second half of the school year to take effect with the first paychecks in February.

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

D. Staff members shall receive their final pay checks on the last working day in June. The last working day will be that day when all required work has been completed to the satisfaction of the administration.

E. Part-time employees salaries will be prorated.

F. Any member with fifteen (15) years experience in the Harmony Township School District who retires in accordance with the provisions of the New Jersey Teachers Pension and Annuity Fund shall be paid \$40.00 for each unused accumulated sick leave day up to a maximum of 200 days. The foregoing does not refer to deferred retirement. It is the responsibility of the individual unit member to notify the Board of his/her intent to retire no later than October 15th of the year preceding retirement. If, in an emergency situation, the unit member decides to retire after October 15th, he/she shall be paid in two (2) fiscal years from the current fiscal year.

G. In future negotiations, if a successor agreement is not executed prior to the commencement of the academic year following expiration of the existing agreement, salaries shall be frozen until a successor agreement is executed, at which time salaries shall be paid in accordance with the executed successor agreement.

H. In negotiations, after agreement is reached on salaries, the Association shall prepare and submit to the Board, recommended salary guides. The parties recognize that the subjects of guide structure and distribution, reflecting expenditures in the amounts agreed upon by the parties, are to be negotiated by the parties. The negotiated salary guides are annexed to this agreement as exhibits.

I. The only courses that are eligible for movement on the salary guide columns are graduate courses not required for initial certification (this will not cause any employee on the payroll July 1, 1998 to suffer a reduction in current compensation).

Revised - 1991
Revised - 1994
Revised - 1996
Revised - 1998
Revised - 2001
Revised - 2004

ARTICLE XIII

DISMISSAL - AIDES

Aides will be granted "just cause" for dismissal through the grievance procedure. Just cause shall include, but not be limited to, the following: misappropriation of school property or funds; malingering; conduct unbecoming a member of the school staff; insubordination; failure to fulfill performance responsibilities; incapacity; and other reasons.

Revised - 1991
Revised - 1994
Revised - 2004

ARTICLE XIV

REDUCTION IN FORCE

A. In the event the Board is considering a reduction in tenured teaching staff positions, the Board shall notify the Association prior to giving notice to individuals to be affected by such reduction.

B. The Association shall have ten (10) days to formulate suggested alternatives, to be presented to the Board in writing.

C. The Board and the Association agree that any reduction in force shall be in compliance with law and procedure as established in N.J.S.A. 18A:28-10, 11, & 12, and N.J.A.C. 6:3-1.10.

D. When a decision to reduce the teaching staff has been reached, the Board shall notify the Association and the teacher affected as to his/her seniority status.

ARTICLE XV

EVALUATION

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

B. An employee shall be given a copy of any visit or evaluation report prepared by the evaluator at least one (1) day before the formal conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XVI

PERSONNEL RECORDS

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at a rate to be mutually determined by the HTEA and the Board. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review. The scheduling of such review shall be at a time that does not interfere with the employee's or the representative's work schedule, at the discretion of the Chief School Administrator. Such review shall be scheduled within five (5) working days after the employee's request. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete, defined as three years old, or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator and if, in fact, they are obsolete or otherwise inappropriate to retain, they may be destroyed. Disputes over the retention of said documents may be processed through the Grievance Procedure, commencing at Level Two and concluding with Level Three.

Revised - 1991
Revised - 2004

ARTICLE XVII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an employee made to any member of the administration or school board member by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

B. Meeting with the Administrator

The Administrator shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Meeting with the Board

1. If the Administrator is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee he/she shall forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.
2. After receipt of the findings and recommendations of the Administrator or his/her designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Administrator or his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

D. In cases of conflict between the provisions of this Article and the tenure laws, the latter shall govern.

ARTICLE XVIII

BOARD 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 pertaining to the following:

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 causes stipulated by law or in this Agreement, to suspend, to demote, discharge, or take other disciplinary action against employees;
3. To relieve employees from duty because of lack of work for the employee or other reasons as determined by law;
4. To maintain the efficiency of the School District operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted; and
6. To take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE XIX

INSTRUCTIONAL AIDES - APPLICABILITY PROVISIONS

A. The Agreement between the parties shall be applicable to the Instructional Aides as set forth in this Article and the parties agree that if there is any conflict, real or apparent, between the provisions of Articles I through XVIII and the provisions of this Article XIX when considering its applicability to Instructional Aides, the provisions of this Article XIX shall govern and control.

B. The following Articles shall be the same for Instructional Aides as for Teachers:

Article I - Recognition

Article II - Insurance Benefits

Article III - Leaves

Article VI - Grievance Procedure

Article VII - Negotiating Procedure

Article XV - Evaluation

Article XVI - Personnel Records

Article XVII- Complaint Procedure

Article XVIII - Board Rights

C. The following provisions are not applicable:

Article V - Joint Committee

Article VIII - Teacher Assignment

Article X - Leaves of Absence

Article XIV - Reduction in Force

D. The following Articles shall be applicable as amended herein:

Article IV - Tuition Reimbursement. The Board shall make available up to \$500.00 per aide per year for reimbursement for workshops and classes related to the aide's present assignments. Approval must be sought from the Chief School Administrator prior to enrolling. Reimbursement is contingent upon a grade of B or better, or Pass, if pass/fail.

Article IX - Teacher's Day. Instructional Aides are hourly employees and shall be paid on a per hour basis for the number of hours they work. The Chief School Administrator shall reserve the right to assign the number of hours. The parties agree that by law any person working more than four (4) hours shall receive a duty free lunch period.

Article XI - Work Year. The work year for Instructional Aides shall be the same as pupils, subject, however, to the provision that the days and hours required shall be as assigned by the Chief School Administrator and pay shall be at the hourly rate. Furthermore, the work year shall include the same pre-school preparation day that applies to teachers.

Article XII - Salary provisions. All provisions of the teachers' contract except as follows shall be applicable:

A. The Salary Guide shall be as set forth on Exhibit A.

B. Aides performing duties as a substitute teacher will receive 10% over their aide rate or the substitute teacher rate, whichever is higher, for the time spent on sub duties.

Revised - 1991
Revised - 1994
Revised - 2004

ARTICLE XX

SOCIAL WORKER/GUIDANCE COUNSELOR, SPEECH THERAPIST, LEARNING DISABILITIES TEACHER CONSULTANT, AND PSYCHOLOGIST APPLICABILITY PROVISIONS

A. The Agreement between the parties shall be applicable to the Social Worker/Guidance Counselor, Speech Therapist, Learning Disabilities Teacher Consultant, and Psychologist as set forth in this Article XX and all parties agree that if there is any conflict, real or apparent, between the provisions of Articles I through XVIII and Article XXI and the provisions of this Article XX when considering its applicability to the Social Worker/Guidance Counselor, Speech Therapist, Learning Disabilities Teacher Consultant, and Psychologist, the provisions of this Article XX shall govern and control.

B. Except as stated otherwise below, all of the Articles of this Agreement shall be the same for the Social Worker/Guidance Counselor, Speech Therapist, Learning Disabilities Teacher Consultant, and Psychologist as for Teachers.

C. Articles XIII and XIX shall not apply to the Social Worker/Guidance Counselor Speech Therapist, Learning Disabilities Teacher Consultant, and Psychologist.

D. Article IX shall be applicable in an amended fashion. Paragraphs A, B, D, and E shall apply as drafted. The remaining paragraphs shall not apply. Additionally, the parties recognize that due to the unique responsibilities of the Social Worker/Guidance Counselor, Speech Therapist, Learning Disabilities Teacher Consultant, and Psychologist role, his/her day may not coincide with the usual teacher day. The position may require some additional Child Study Team meeting times. In light of past practice, the parties realize and accept that his/her schedule may be altered, in a reasonable and customary manner, to accommodate these meetings. The purpose of the foregoing is to maintain the status quo rather than to change it.

E. Article XI shall be applicable in an amended fashion. The Social Worker/Guidance Counselor, Speech Therapist, Learning Disabilities Teacher Consultant, and Psychologist will work the in-school work year as designated in Article XI with the following stipulations. Child Study Team members will meet with the Chief School Administrator, or designee, by May 30th of each year to discuss the status of their work to ensure its completion by the end of the academic year. The Chief School Administrator will determine what work shall be completed prior to the release of the last pay check, which shall be no later than the last day of school. All work must be completed by the last day of school. Referrals that arise after this meeting will be reviewed by the Chief School Administrator and the employee involved and a determination made as to whether the referrals can be reasonably completed prior to the

close of school. If not, the Child Study Team member will be paid his/her per diem rate, or a pro-rated portion thereof, for work done after the close of school.

Added - 1996
Revised - 1998
Revised - 2001
Revised - 2004

ARTICLE XXI

EXTRA SERVICES

Co-curricular and/or extracurricular activities shall be compensated as follows:

- | | |
|-----------------------------------|-------------------|
| a. Webmaster: | \$1200.00 |
| b. Chorus/Concert Prep: | \$ 350.00 |
| c. Drama Club (2 positions): | \$ 400.00/advisor |
| d. School Newspaper (2 positions) | \$ 400.00/advisor |
| e. Teen Arts: | \$ 500.00 |
| f. Honor Society: | \$ 300.00 |
| g. Student Council (2 Positions): | \$ 400.00/advisor |
| h. Summer Program (6 positions): | \$1000.00/teacher |
| i. Summer Program Coordinator: | \$ 150.00 |
| j. Art/Tech Show (2 Positions): | \$ 350.00/teacher |
- k. Co-curricular rates: The following co-curricular activities shall be compensated at the rates of \$30.00 for 2004-2005, \$32.00 for 2005-2006, and \$33.00 for 2006-2007:
- After School Tutoring
 - Intramurals
 - Dance Chaperones to a maximum of 3 hours, if the Administration requires the attendance of more than the two eighth grade advisors, or an advisor is absent
- l. Eighth Grade Advisors (2 positions): Each advisor shall receive \$1050.00 for 2004-2005, \$1100.00 for 2005-2006, and \$1150.00 for 2006-2007. The eighth grade advisors shall not be paid twice for chaperoning an overnight activity.
- m. Overnight Activities: The nurse and any other teacher directed by the Administration to attend an overnight activity, with the exception of the advisor, shall receive \$75.00 per night.
- n. Yearbook Advisors (after hours) (2 positions): Each advisor shall receive the hourly pay as set forth in Article IX, Paragraph H only for after school hours worked with the Chief School Administrator's approval.

Added - 1998
Revised - 2004

ARTICLE XXII

REPRESENTATION FEE

A. Purpose of Fee: If an employee does not become a member of the Association during any membership year (i.e., September 1 to 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 representative.

B. Amount of Fee: At the onset 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 nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

C. Notification: On or about November 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

D. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

E. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

F. Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph C, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.

G. New Employees: On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The Board agrees to furnish the Association with the information that is necessary to implement the agency fee. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

H. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

Added - 2004

**HARMONY TOWNSHIP TEACHER SALARY GUIDES
YEAR 2004 - 2005**

STEP	YRS. EXP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	\$39,889	\$40,889	\$41,889	\$43,389	\$44,439	\$45,514	\$47,164
2	2	\$40,389	\$41,389	\$42,389	\$43,889	\$44,939	\$46,014	\$47,664
3	3	\$40,839	\$41,839	\$42,839	\$44,339	\$45,389	\$46,464	\$48,114
4	4	\$41,389	\$42,389	\$43,389	\$44,889	\$45,939	\$47,014	\$48,664
5	5 to 6	\$41,889	\$42,889	\$43,889	\$45,389	\$46,439	\$47,514	\$49,164
6	7 to 8	\$43,389	\$44,389	\$45,389	\$46,889	\$47,939	\$49,014	\$50,664
7	9 to 10	\$44,989	\$45,989	\$46,989	\$48,489	\$49,539	\$50,614	\$52,264
8	11 to 12	\$46,789	\$47,789	\$48,789	\$50,289	\$51,339	\$52,414	\$54,064
9	13 to 14	\$48,689	\$49,689	\$50,689	\$52,189	\$53,239	\$54,314	\$55,964
10	15 to 16	\$50,489	\$51,489	\$52,489	\$53,989	\$55,039	\$56,114	\$57,764
11	17 to 18	\$52,289	\$53,289	\$54,289	\$55,789	\$56,839	\$57,914	\$59,564
12	19 to 20	\$54,089	\$55,089	\$56,089	\$57,589	\$58,639	\$59,714	\$61,364
13	21 to 22	\$55,889	\$56,889	\$57,889	\$59,389	\$60,439	\$61,514	\$63,164
14	23 to 24	\$57,689	\$58,689	\$59,689	\$61,189	\$62,239	\$63,314	\$64,964
15	25 to 26	\$59,489	\$60,489	\$61,489	\$62,989	\$64,039	\$65,114	\$66,764
16	27 to 28	\$61,289	\$62,289	\$63,289	\$64,789	\$65,839	\$66,914	\$68,564
17	29 to 30	\$62,889	\$63,889	\$64,889	\$66,389	\$67,439	\$68,514	\$70,164
18	31 to 32	\$64,889	\$65,889	\$66,889	\$68,389	\$69,439	\$70,514	\$72,164
19	33+	\$66,889	\$67,889	\$68,889	\$70,389	\$71,439	\$72,514	\$74,164

**HARMONY TOWNSHIP TEACHER SALARY GUIDES
YEAR 2005 - 2006**

STEP	YRS. EXP.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	\$40,000	\$41,000	\$42,000	\$43,500	\$44,550	\$45,625	\$47,275
2	2	\$41,000	\$42,000	\$43,000	\$44,500	\$45,550	\$46,625	\$48,275
3	3	\$42,389	\$43,389	\$44,389	\$45,889	\$46,939	\$48,014	\$49,664
4	4	\$43,139	\$44,139	\$45,139	\$46,639	\$47,689	\$48,764	\$50,414
5	5	\$43,689	\$44,689	\$45,689	\$47,189	\$48,239	\$49,314	\$50,964
6	6 to 7	\$44,189	\$45,189	\$46,189	\$47,689	\$48,739	\$49,814	\$51,464
7	8 to 9	\$45,689	\$46,689	\$47,689	\$49,189	\$50,239	\$51,314	\$52,964
8	10 to 11	\$47,289	\$48,289	\$49,289	\$50,789	\$51,839	\$52,914	\$54,564
9	12 to 13	\$49,089	\$50,089	\$51,089	\$52,589	\$53,639	\$54,714	\$56,364
10	14 to 15	\$50,989	\$51,989	\$52,989	\$54,489	\$55,539	\$56,614	\$58,264
11	16 to 17	\$52,789	\$53,789	\$54,789	\$56,289	\$57,339	\$58,414	\$60,064
12	18 to 19	\$54,589	\$55,589	\$56,589	\$58,089	\$59,139	\$60,214	\$61,864
13	20 to 21	\$56,389	\$57,389	\$58,389	\$59,889	\$60,939	\$62,014	\$63,664
14	22 to 23	\$58,189	\$59,189	\$60,189	\$61,689	\$62,739	\$63,814	\$65,464
15	24 to 25	\$59,989	\$60,989	\$61,989	\$63,489	\$64,539	\$65,614	\$67,264
16	26 to 27	\$61,789	\$62,789	\$63,789	\$65,289	\$66,339	\$67,414	\$69,064
17	28 to 29	\$63,439	\$64,439	\$65,439	\$66,939	\$67,989	\$69,064	\$70,714
18	30 to 31	\$64,989	\$65,989	\$66,989	\$68,489	\$69,539	\$70,614	\$72,264
18	32 to 33	\$66,989	\$67,989	\$68,989	\$70,489	\$71,539	\$72,614	\$74,264
20	34+	\$68,989	\$69,989	\$70,989	\$72,489	\$73,539	\$74,614	\$76,264

HARMONY TOWNSHIP TEACHER SALARY GUIDES								
YEAR 2006 – 2007								
STEP	YRS. EXP.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	\$40,989	\$41,989	\$42,989	\$44,489	\$45,539	\$46,614	\$48,264
2	2	\$41,389	\$42,389	\$43,389	\$44,889	\$45,939	\$47,014	\$48,664
3	3	\$42,589	\$43,589	\$44,589	\$46,089	\$47,139	\$48,214	\$49,864
4	4	\$44,720	\$45,720	\$46,720	\$48,220	\$49,270	\$50,345	\$51,995
5	5	\$45,570	\$46,570	\$47,570	\$49,070	\$50,120	\$51,195	\$52,845
6	6	\$46,220	\$47,220	\$48,220	\$49,720	\$50,770	\$51,845	\$53,495
7	7 to 8	\$46,720	\$47,720	\$48,720	\$50,220	\$51,270	\$52,345	\$53,995
8	9 to 10	\$48,220	\$49,220	\$50,220	\$51,720	\$52,770	\$53,845	\$55,495
9	11 to 12	\$49,820	\$50,820	\$51,820	\$53,320	\$54,370	\$55,445	\$57,095
10	13 to 14	\$51,620	\$52,620	\$53,620	\$55,120	\$56,170	\$57,245	\$58,895
11	15 to 16	\$53,520	\$54,520	\$55,520	\$57,020	\$58,070	\$59,145	\$60,795
12	17 to 18	\$55,320	\$56,320	\$57,320	\$58,820	\$59,870	\$60,945	\$62,595
13	19 to 20	\$57,120	\$58,120	\$59,120	\$60,620	\$61,670	\$62,745	\$64,395
14	21 to 22	\$58,920	\$59,920	\$60,920	\$62,420	\$63,470	\$64,545	\$66,195
15	23 to 24	\$60,720	\$61,720	\$62,720	\$64,220	\$65,270	\$66,345	\$67,995
16	25 to 26	\$62,520	\$63,520	\$64,520	\$66,020	\$67,070	\$68,145	\$69,795
17	27 to 28	\$64,220	\$65,220	\$66,220	\$67,720	\$68,770	\$69,845	\$71,495
18	29 to 30	\$65,870	\$66,870	\$67,870	\$69,370	\$70,420	\$71,495	\$73,145
19	31 to 32	\$67,420	\$68,420	\$69,420	\$70,920	\$71,970	\$73,045	\$74,695
20	33 to 34	\$69,420	\$70,420	\$71,420	\$72,920	\$73,970	\$75,045	\$76,695
21	35+	\$71,420	\$72,420	\$73,420	\$74,920	\$75,970	\$77,045	\$78,695

HARMONY TOWNSHIP AID SALARY GUIDES					
2004 - 2007					
STEP	2004 2005	STEP	2005 - 2006	STEP	2006 - 2007
1	\$10.34	1	\$10.34	1	\$10.34
2	\$10.81	2	\$10.81	2	\$10.78
3	\$11.22	3	\$11.29	3	\$11.27
4	\$11.66	4	\$11.73	4	\$11.78
5	\$12.12	5	\$12.19	5	\$12.23
6	\$12.57	6	\$12.67	6	\$12.71
7	\$13.02	7	\$13.14	7	\$13.21
8	\$13.47	8	\$13.61	8	\$13.70
9	\$13.93	9	\$14.08	9	\$14.19
10	\$14.38	10	\$14.56	10	\$14.68
11	\$14.83	11	\$15.03	11	\$15.18
12	\$15.28	12	\$15.50	12	\$15.67
13	\$15.74	13	\$15.97	13	\$16.16
		14	\$16.45	14	\$16.65
				15	\$17.15