

**ARTICLES, STATEMENTS, AND  
SALARY SCHEDULES AGREED TO FOR**

*July 1, 2007 to June 30, 2010*

**Between the**

**HAMILTON TOWNSHIP ADMINISTRATORS/SUPERVISORS ASSOCIATION**

**AND THE**

**HAMILTON TOWNSHIP BOARD OF EDUCATION**

**Adopted by the**

**Hamilton Township Board of Education**

**Date: \_\_\_\_\_**

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# ARTICLE I

## PHILOSOPHY

### A. Professional Recognition

The Hamilton Township Board of Education recognizes that the administrative/supervisory staff is a part of a profession which requires special educational qualifications and that the success of the educational program depends upon maximum utilization of these talents.

### B. Support of the Board of Education

The administrative/supervisory staff will work professionally and harmoniously with the staff under its supervision to further the cause of good education in this district while upholding Board policies. The administrative/supervisory staff will lend its professional knowledge to the Board in assisting in the development of Board policy; and will furthermore support the final Board policies and act as its representative.

### C. Management Team Concept

The Board of Education and the HTASA recognize that the Hamilton Township School District can become more efficient in the administration of its schools through joint participation of all members of the management team, thereby bringing the best education to the children of Hamilton Township.

### D. Major Decisions

The Board recognizes that the administrative/supervisory staff is part of the management team working with the Superintendent, Assistant Superintendent, and members of the Board of Education. As such, members of the administrative/supervisory staff who are directly affected and the Association will be consulted and have input on decisions affecting the administration of the schools (i.e. new administrative positions, position titles and salary ratios, budget, schedule changes, building program, boundary changes, desegregation plans, school calendar, organizational changes and transfers, etc.).

### E. Meetings

In keeping with the spirit of "Team Management" and the need to maintain communication, the Board of Education, the Superintendent or a committee thereof will meet with the Association's Executive Board periodically as requested by either party. The Board and the Association heartily endorse the development of a management "Communication Committee" as a vehicle by which a common understanding can be facilitated. An attempt shall be made first to resolve concerns through normal administrative channels.

## ARTICLE II

### RECOGNITION

#### RECOGNITION OF ADMINISTRATIVE POSITIONS

The Hamilton Township Board of Education will meet with the representatives of the Hamilton Township Administrators’/Supervisors’ Association to discuss salaries and fringe benefits for the following administrative and supervisory positions as listed.

Principals  
Vice Principals  
Coordinators  
Curriculum Supervisors  
Child Study Services Specialist  
Supervisor of Supplies and Equipment  
Purchasing Agent  
Personnel Assistant  
Comptroller  
Personnel Specialist  
Supervisor of Operations  
Supervisor of Maintenance  
Facilities Supervisor  
Data Processing Manager  
Supervisor of Operations  
Supervisor of Maintenance  
Facilities Supervisor  
Data Processing Manager  
Supervisor of Food Services  
Supervisor of Payroll  
Supervisor of Accounting  
Project Supervisor HEP  
Testing / Evaluation Specialist  
Athletic Directors  
Educational Technology Management Specialist  
Staff Development Supervisor  
Warehouse/Custodian Lead Person  
Transportation Supervisor  
Purchasing Supervisor  
Facilities Lead Person  
Accounting/Payroll Supervisor  
District Technology Manager  
Technology Support Specialist  
Manager of Plant, Engineering and Operations  
Information Processing Specialist  
NOTE:        ½ month constitutes 10 working days.

The Superintendent or his designee reserves the right to temporarily assign any administrative staff member to another assignment during the summer months (e.g. curriculum or screening committees and/or summer school, etc.). The Superintendent or his designee will consult with the administrative staff member and his or her supervisor before making these assignments. All administrative/supervisory positions available in summer positions are to be filled by regular qualified administrators, except when administrative internship experiences are desirable for teachers.

In recognizing the Association as the exclusive representative of the listed administrative/supervisory positions, it follows that the Board grants the Association similar rights granted to other employee groups, the access to public information, use of buildings and school equipment after school hours when they are not being utilized for the school program.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

##### **A. DEFINITION**

1. A “grievance” is a claim by an employed administrator/supervisor that s/he has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement.

##### **B. PROCEDURE**

1. A grievance to be considered under this procedure must be initiated by the aggrieved within fourteen (14) calendar days of its occurrence.
2. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance in writing to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Any administrator/supervisor who decides that s/he has a grievance shall discuss it with his/her immediate superior in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved, then s/he shall, within seven (7) calendar days of such discussion, set forth his/her grievance in writing to his/her immediate supervisor, specifying:
  - a. The nature of the grievance and date occurred.
  - b. The specific provisions of the Agreement being grieved.
  - c. The results of the previous discussions.
  - d. His/her dissatisfaction with decisions previously rendered.
  - e. Relief sought.

5. The immediate superior shall communicate his/her decision to the aggrieved in writing within seven (7) calendar days of receipt of the written grievance.
6. The aggrieved, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and the grievant's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed forty-five (45) calendar days, the Superintendent shall communicate his/her decision in writing to the grievant and the immediate superior.
7. If the aggrieved is dissatisfied with the decision of the Superintendent and review by the Board of Education is desired, the grievant shall file a request for the Board of Education to hear the particular issue. This request must be made no later than fifteen (15) calendar days after receipt of the Superintendent's decision. A copy of this request must simultaneously be submitted by certified mail or receipted hand delivery to the Superintendent.
8. The Board of Education must schedule a meeting for the grievant to make a presentation and shall communicate its decision on the grievance to the aggrieved, in writing, within sixty (60) calendar days of receipt of the written grievance. Said decision on the grievance by the Board of Education is final.
9. A grievance may not be submitted to the Board of Education which pertains to:
  - a. Any matter for which a method of review is provided for, by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.
  - b. A grievance of an administrator/supervisor which arises by reason of his/her not being reemployed, or appointment to or lack of appointment to, retention in or lack of retention in any position.
  - c. A grievance that impinges upon the Board of Education's right to appoint, promote, assign, and involuntarily transfer any administrator/supervisor.
10. In the event the grievant is dissatisfied with the results of his/her grievance at the level of the Board of Education, then the grievant may file with the Public Employment Relations Commission for a request for advisory arbitration within 30 calendar days after the decision by the Board is received. The results of such advisory arbitration shall not be binding upon the parties. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Association and the Board. The request for advisory arbitration shall be made on behalf of the Association of the Executive Board of the Hamilton Township

Administrators/Supervisors Association. The number of issues submitted to advisory arbitration will be limited to no more than four per year (July 1 to June 30).

C. GENERAL REGULATIONS

1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
2. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.
3. The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at every step following the informal step of the grievance procedure.
4. There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
5. The aggrieved shall have the right to present the appeal or designate the Association to accompany him/her at any step in the appeal.
6. The Board and the Association shall assure the grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personal file or any of the participants. However, an accidental filing will be removed immediately and no grievance will be initiated.
8. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties of interest and the designated or selected representatives contemplated in this Article.
9. As used in this Article, the term “administrator/supervisor” shall mean
  - a. an individual administrator/supervisor,
  - b. a group of administrators/supervisors having the same grievance, or
  - c. the Association.

## **ARTICLE IV**

### **BENEFITS**

1. MEDICAL BENEFITS

The Board of Education will provide health care coverage at the level of benefits that existed as of July 1, 1997. An employee may choose either individual, parent and child, husband and wife, or family plan. The administrative/supervisor will be responsible, through equal pay period payroll deductions, to pay the annual amount listed below toward the cost of all medical benefits. The annual contribution shall be the following:

2007-2008	\$350
2008-2009	\$400
2009-2010	\$450

The annual amounts shall be taken from the employee's pre-tax salary after the employee has returned the appropriate release form to the Human Resources office.

Any administrator/supervisor who retires shall be allowed to remain as part of the group plans provided by the Hamilton Township Board of Education. The administrative/supervisor shall be responsible for payment of the group rate.

2. DENTAL PLAN

Effective July 1, 2007, the maximum annual benefit per employee and per eligible dependents shall be raised from \$1000 per calendar year to \$1250 per calendar year.

The Board of Education shall pay the premium or 100% of the employees and dependents (three-party plan) cost for a dental program in accordance with the provisions of the district policy. 100% P&D, 60-40 Remaining Basic, 50-50 Prosthodontics, 50-50 Orthodontics as per Board group plan.

NOTE: Dependents are defined to be the employee's spouse (unless legally separated) and unmarried children to age 23 who live in a normal parent-child relationship. Coverage for a child ends on the last day of the benefit month in which the child marries or the last day of the calendar year in which the child attains age 23, whichever comes first. An unmarried dependent child over the limiting age may continue to be covered if incapable of self-support because of a physical or mental handicap commencing prior to reaching the limiting age, provided a physician's certificate is submitted to the provider of dental services.

3. SICK LEAVE

3.1 All Administrators/Supervisors shall be entitled to twelve (12) sick leave days each school year.

- 3.2 Any Administrator/Supervisor appointed from outside the district for a shorter term shall only be entitled to one (1) sick day for each month of his/her first year appointment.
- 3.3 Unused sick days shall be accumulated from year to year with no maximum limit.
- 3.4 Sick Leave Accumulation

Any member hired on or after July 1, 1998, who has an unused accumulation of sick leave days from another school district in New Jersey, shall be granted credit for one-half of the accumulated member of days from the last district, with a maximum of 85 days. Any administrator/supervisor requesting such days shall present a certificate stating such employee's unused accumulation of sick leave days as of the date of such termination. Such certificate shall be filed within one year of the date of such employment.

Sick leave granted to employees, hired on or after July 1, 2007, under the provision outlined in Section 3.4 above shall not be eligible for reimbursement upon retirement.

#### 4. TEMPORARY LEAVE OF ABSENCE

##### 4.1 PERSONAL REASONS

- a) Administrators/Supervisors shall be entitled to three (3) personal days in any school year (with full pay). Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave. Any Administrator/Supervisor appointed for a shorter term shall only be entitled to one (1) personal leave day for every 4 months.
- b) One (1) Family Illness day per year shall be granted. Unused Family Illness days may accumulate up to a maximum of three (3) days.

##### 4.2 DEATH IN IMMEDIATE FAMILY

Death in immediate family including immediate in-laws, (immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, grandfather, grandmother, and those related by blood or marriage permanently residing within the household of the employee). Payroll provisions – five (5) consecutive week days, full pay in any school year.

##### 4.3 ABSENCES NOT COVERED

- a) Absences not covered by regulations will result in full pay deduction. One week prior approval of the Superintendent of schools is required for all contractual employees.

- b) Any emergency or other urgent reason beyond the provisions of the above Personal Leave Policy would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. A court summons, necessitating a staff member to be in court through no fault of his/her own, would be an example of an extra day beyond the three (3) which may be approved for full pay or full pay less the cost of a substitute.

5. LEAVE OF ABSENCE

An administrator/supervisor may take a leave of absence for a one-year period without pay. All such requests must be made sixty (60) days before the leave is to take effect and must be approved by the Superintendent and the Board of Education.

NOTE: The time limits could be waived in emergency cases.

6. HOLIDAYS / VACATION DAYS

6.1 All administrators/supervisors will be granted eighteen (18) regular scheduled holidays.

6.2 All employees covered by this agreement shall be entitled to the listed number of vacation days annually.

2007-2008	21 days
2008-2009	22 days
2009-2010	23 days

6.3 Unused vacation days may be carried over for a one-year period.

7. DUES

The Board of Education shall reimburse all association members yearly for paid dues to the NJPSA according to the following schedule:

2007-2008	Not to exceed \$725 of the actual cost.
2008-2009	Not to exceed \$725 of the actual cost.
2009-2010	Not to exceed \$750 of the actual cost.

8. CAR ALLOWANCE

All administrators/supervisors will be reimbursed at the current I.R.S. rate per mile as submitted by voucher.

9. DISABILITY INSURANCE

The administrators/supervisors will be entitled to enroll in any plan provided by a Board approved vendor. The cost of such plan will be paid for in total by the subscribing administrator/supervisor through payroll deduction.

10. PRESCRIPTION PLAN

Effective July 1, 2007, the Board of Education shall provide full coverage for a prescription plan with a \$15 co-pay provision for name drugs, and a \$5 co-pay provision for generic drugs, which co-pay provision shall apply to both retail and mail order drugs, through the prescription plan that was in effect as of July 1, 1997. The employee may choose either the individual, parent and child, husband and wife, or family plan.

11. RETIREMENT

11.1 Any administrator/supervisor retiring on or after July 1, 2001 with 20 or more years of service in education, upon retirement in accordance with the TPAF and PERS regulation shall receive 50% of the daily rate of pay for all accumulated unused sick days to a maximum amount, as set forth below for the duration of this contract.

2007-2008	\$35,000
2008-2009	\$30,000
2009-2010	\$25,000

Administrators/supervisors covered by this agreement, hired effective July 1, 2007, or later, shall receive an amount no greater than \$20,000 as compensation for unused sick leave at retirement, in accordance with the provisions outlined above.

11.2 Effective July 1, 1988, upon retirement, the Administrator/Supervisors of record and those employed thereafter will receive a lifetime (employee and dependents) paid coverage in the Board's Dental Plan. Effective July 1, 2000, upon retirement, the Administrator/Supervisors of record and those employed thereafter will receive annually by July 30<sup>th</sup> of each year, a cash payment in an amount equal to the annual maximum in prescription drug co-payments per person (three hundred dollars [\$300] for the year 2000), as provided by the State Health Benefits Plan in lieu of the Board Paid Prescription Plan for employee and dependents. The Administrator/Supervisor must have served twenty-five (25) years of creditable service in TPAF and PERS with at least ten (10) years in Hamilton Township to be eligible for such dental coverage and prescription payments upon retirement. In the event that the State Health Benefit Plan New Retiree Prescription Plan is eliminated, the Board will provide a Board paid prescription plan for eligible employees and dependents equal to the current plan in effect for active employees in the administrator/supervisor group. Should the qualified employee subsequent to retirement predecease his or her spouse, then the following shall apply:

- a) if the surviving spouse has State Health Benefits of his/her own, the Board will pay the annual maximum prescription co-payment;

- b) if the surviving spouse does not qualify for State Health benefits on his/her own, the Board has the option of:
  - 1) if the spouse purchases COBRA, the Board will pay the maximum prescriptive co-payment plus \$350.00;
  - 2) if the spouse does not purchase COBRA, the Board will provide paid prescription coverage equal to the current plan in effect for active employees in the administrator/supervisor group.

12. LONGEVITY

Effective for the duration of this contract, all administrators/supervisors who have completed the listed number of years of service by June 30 of the preceding year as an employee in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

LONGEVITY SCHEDULES (Cumulative totals shown in parenthesis)

2007-2008		2008-2009		2009-2010	
YRS		YRS		YRS	
15	\$1,500	15	\$1,600	15	\$1,700
20	\$1,500 (\$3,000)	20	\$1,600 (\$3,200)	20	\$1,700 (\$3,400)
25	\$2,300 (\$5,300)	25	\$2,400 (\$5,600)	25	\$2,500 (\$5,900)
30	\$1,800 (\$7,100)	30	\$1,900 (\$7,500)	30	\$2,000 (\$7,900)
35	\$1,800 (\$8,900)	35	\$1,900 (\$9,400)	35	\$2,000 (\$9,900)
40	\$1,800 (\$10,700)	40	\$1,900 (\$11,300)	40	\$2,000 (\$11,900)

All years of service as an employee of the Hamilton Township School District shall count toward longevity service credit. Any unit member employed on or before January 1 of any school year shall receive longevity service credit for that year. Any unit member eligible for and receiving longevity in the 2003-2004 school year shall retain all previously awarded years of service credit.

Any administrator/supervisor employed before June 30, 1999, will be eligible for longevity commencing at year 15 on the above schedule no later than July 1, 2009.

13. SECTION 125 PLAN

13.1 Effective January 1, 1999, if any employee waives health insurance, said employee shall receive a cash payment of \$1,000.00. If any employee waives prescription insurance, said employee shall receive a cash payment of \$250.00. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option.

- 13.2 Effective July 1, 2007, if an employee covered by this agreement waives health insurance and/or prescription insurance, said employee shall receive a cash payment equal to 35% of the premium for each coverage waived, subject to the following conditions:
- (a) For the 35% of health insurance premium cash payment to take effect annually, the unit must achieve a minimum participation level of 10 members who agree to waive health insurance on July 1 of each year.
  - (b) For the 35% of prescription insurance premium cash payment to take effect annually, the unit must achieve a minimum participation level of 10 members who agree to waive prescription insurance on July 1 of each year.
  - (c) Once established on July 1 of each year, the 35% of premium level shall remain in effect for the duration of the fiscal year, regardless of the number of participants.
  - (d) The cash payment levels set forth in 13.1 above shall apply in the event the unit fails to achieve the minimum participation level of 10 members on July 1 of each year.
  - (e) Payment shall be provided in a lump sum at the end of the fiscal year and will be prorated if an employee's benefits were reinstated at any time during the fiscal year.
  - (f) Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option.
- 13.3 In addition, the Board shall put in place a Section 125 plan (details included in the Section 125 Addendum). All waivers are subject to the provisions of this Addendum.

## **ARTICLE V**

### **TRAINING LEVELS RECOGNIZED**

It is agreed that the level of training will be a factor in the determination of administrative salaries. The cumulative figures agreed to are:

MA+15	\$1,500
MA+30	\$1,500
MA+45	\$1,500
MA+60	\$1,500
Doctorate	\$1,500

Credit for achieving a higher level of training from graduate credits, or their equivalent, earned in a traditional university, the NJEXCEL program, and the NJL2L program will be recognized and approved by the Board of Education during the month of September, prorated and effective retroactive to September 1 for graduate credits earned prior to September 1 and during the month of January prorated and effective February 1 for graduate credits earned prior to February 1.

Credit for achieving the next higher level of training will be recognized and approved by the Board of Education upon recommendation by the Superintendent of Schools.

## **ARTICLE VI**

### **PROMOTION POLICY**

A notice of vacancy in all administrative/supervisory positions shall be sent to each administrator/supervisor three (3) weeks before the final date when applications must be submitted. The notice of vacancy shall set forth the title of the position, the salary range, and deadline for application. It is understood that the Board will not change the qualification for any position unless said position is readvertised.

When serving in an acting position which is rated higher for more than two (2) weeks, the administrator/supervisor will receive the raise and benefits of that position retroactive to the day of official assignment.

Any administrator/supervisor newly appointed to an administrative/supervisory position shall receive an increment on July 1.

Promotions shall result in an on-guide placement with a minimum salary increase of \$3,500 in the year promoted.

## **ARTICLE VII**

### **BASE SALARY INFORMATION**

Effective July 1, 2007, the total unit salaries for 2006-2007, agreed to be in the amount of \$6,259,848 (base salary, longevity and training,) shall be increased as follows to be distributed on mutually acceptable salary guides and schedules:

July 1, 2007- 4.50% increase (\$281,693) in total salary will be made inclusive of increments.

July 1, 2008- 4.50% increase (\$294,370) in total salary will be made inclusive of increments.

July 1, 2009- 4.50% increase (\$307,616) in total salary will be made inclusive of increments.

Administrators/Supervisors from outside of the Hamilton Township School System may be placed at the level determined by the Superintendent or his/her designee.

Effective June 30, 2007, no member of the Association shall move up the salary guide and/or receive an increment until a successor agreement has been signed by both the Association and the Board of Education.

The salaries of all employees covered by this Agreement shall be paid in twenty-four (24) equal installments at the rate of two (2) installments per month on the 15<sup>th</sup> and 30<sup>th</sup> or last day of February. If either the 15<sup>th</sup> or 30<sup>th</sup> or last day of the month falls on a weekend, holiday, or other day when school is closed, then payment shall be made on the workday immediately prior to that date.

## **ARTICLE VIII**

### **POSITION PLACEMENT WITHIN PERCENT SCHEDULE**

#### **Percent of Base**

- 100% Principals – High School
- 95% Principals – Middle School
- 92% Coordinator of Curriculum and Funded Programs  
Coordinator of Student Services and Programs
- 90% Principals – Elementary
- 89% Vice Principals – High School
- 88% District Technology Manager  
Manager of Plant, Engineering and Operations
- 87% Vice Principals – Middle School
- 82% Child Study Services Specialist  
Educational Technology Management Specialist  
Staff Development Supervisor  
Testing/Evaluation Specialist  
Curriculum Supervisors  
Athletic Directors  
Supervisor of HEP  
Personnel Assistant
- 74% Data Processing Manager  
Supervisor of Food Services  
Supervisor of Maintenance  
Comptroller  
Technology Support Specialist  
Information Processing Specialist
- 70% Accounting/Payroll Supervisor

- 65% Facilities Supervisor
- 60% Purchasing Agent  
Supervisor of Operations  
Warehouse/Custodian Lead Person
- 57% Supervisor of Accounting  
Supervisor of Payroll  
Personnel Specialist
- 55% Facilities Lead Person
- 52% Transportation Supervisor  
Purchasing Supervisor

## **ARTICLE IX**

### **DURATION OF AGREEMENT**

All benefits, privileges and procedures contained within this agreement shall be in effect for the period of time beginning July 1, 2007 to June 30, 2010. The parties will meet after September 1, 2009 to begin discussions on a successor agreement.

In witness whereof, the Association after ratification by its membership has caused this agreement to be signed by its President and its Secretary and the Board after ratification in public meeting has caused this Agreement to be signed by its President and attested by its Secretary all on the date and year written herewith.

## **ARTICLE X**

### **SALARY GUIDES**

These are the Basic Salary Guides which reflect the regular salary placement for an administrator / supervisor recommended for an adjustment and regular increment.

There will be written evaluations completed in accordance with the guidelines as established by the Board of Education/Administrators' Evaluation Committee for all administrators.

The Board of Education reserves the right to withhold any/or all increments and/or adjustments for inefficiency or other good cause.

## SECTION 125 ADDENDUM

### 1. In-Writing Requirement

A Section 125 Plan must have a separate written plan document (an internal document that the employer maintains.) This plan shall be available to employees.

The following information must be included:

- a) Specific description of the benefits available (as per Article IV, Section 13).
- b) Procedures governing participant's election under the law - This election shall allow employees to choose between non-taxable health care coverage and taxable cash at the beginning of each plan year (July 1). This option will be limited to payments made by the Board on behalf of its employees for health and prescription benefits. This plan shall not include a flexible spending option.
- c) Procedures whereby employees will continue current coverage unless they specifically request the cash option in writing with submission of proof of other coverage, prior to the beginning of each plan year (July 1 for a full year - July 1- June 30).
- d) Procedures by which coverage, without consideration of pre-existing health conditions will be restored within 30 days of the restoration request. Coverage will be restored only upon proof of loss of coverage. It is the employee's responsibility to notify the Board in writing if benefits are lost for any reason. Upon notification the employee shall complete an application to restore coverage.
- e) Procedures for the payment of the cash options (as per Article IV, Section 13):

Reimbursement will be provided at the end of the fiscal year in June and will be prorated if benefits were reinstated at any time during the fiscal year.

### 2. Disclosure to Employee

- a) The elements of the Section 125 written plan document must be disclosed to employees. Disclosure may be in a booklet, or other suitable form, distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements of ERISA.
- b) Under ERISA (and as a matter of common sense) information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."
- c) Description of the benefits and procedures as outlined above to be followed requesting revocation of the cash option choice in the event of loss of coverage.

3. Administrative Information

This information should include data such as:

- a) Name of the plan
- b) Name and address of employer or a representative
- c) Employer Identification Number
- d) Type of plan
- e) Start and end of the plan year
- f) Type of administration

4. Eligibility and Benefits Information

The following are the minimum requirements for eligibility and benefits information:

- a) A description of benefits available under the plan
- b) Requirements for participation and benefits

5. Loss of Benefits Information

- a) Employees must choose the cash option prior to each plan year (July 1) for a full year (July 1 to June 30).
- b) Proof of other coverage must be submitted with each request for the cash option. Proof of loss of coverage must be provided before benefits can be restored.

6. Reporting Requirements

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form.

**HAMILTON TOWNSHIP  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Eric Hamilton, President Date

Attest: \_\_\_\_\_  
Carol A. Chiacchio, Assistant Superintendent for Date  
Business Services/Board Secretary

**HAMILTON TOWNSHIP  
ADMINISTRATORS / SUPERVISORS  
ASSOCIATION**

By: \_\_\_\_\_  
Roger Bigos, President Date

Attest: \_\_\_\_\_  
Angela Belmont, Secretary Date