

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name Matthew J. Etnades, Jr.

Title Business Administrator

AGREEMENT

Between the

***BOARD OF EDUCATION OF NORTH HANOVER TOWNSHIP
THE COUNTY OF BURLINGTON
STATE OF NEW JERSEY***

and the

NORTH HANOVER TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2009 –JUNE 30, 2012

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PREAMBLE

This Agreement entered into by and between the Board of Education of North Hanover Township, New Jersey, hereinafter called the "Board" and the North Hanover Township Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve education standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as to the representation of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. **Unit**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all unit personnel, regularly working twenty (20) or more hours per week, whether hourly, per diem or weekly, under contract, on leave, or employed including:

Secretaries
Clerk Assistants
Classroom Teachers and Special Education Teachers
Librarians
Remedial Teachers
Special Area Teachers
Nurses
RN
Learning Disabilities Consultants
Social Workers
Counselors
Educational Assistants
Library/Media Retrieval Assistant
Cooks
Hourly Cafeteria Personnel
Custodians
Psychologist
Full-time Hourly Office Personnel (including Central Duplicating Clerk)

but excluding:

- Superintendent
- School Business Administrator/Board Secretary
- Principals
- Coordinator, Curriculum/Government Programs
- Director of Pupil Personnel Services
- Food Service Director
- Buildings and Grounds Director
- Hourly Transportation Personnel
- Maintenance Supervisor
- Grounds Maintenance Worker
- Confidential Secretaries and Clerk Assistants
- Technology Coordinator

and all other employees not included above.

B. Definition of Unit Member

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

ARTICLE II

SALARIES AND HEALTH BENEFITS

A. Salary Schedule

1. The salaries of all unit members covered by this Agreement are set forth in the guides which are attached hereto and made a part hereof.
2. Unit members may once per year individually elect to have a fixed dollar figure of their monthly salary deducted from their pay. Such deductions shall be placed in an interest-bearing account(s) designated by the unit member to be deposited with the ABCO Public Employee Federal Credit Union. No changes shall be honored after initial application.
3. Unit members shall be paid on the 15th and the last day of the month. When a payday falls on or during a school holiday, vacation, or weekend, unit members shall receive their paychecks on the last previous working day.
4. a. Each unit member who has completed his or her respective end-of-year work assignments shall receive their final checks on the last working day in June. Completion of work assignments shall be determined by the appropriate administrator.
b. Any unit member who has exhausted sick and/or personal leave between the June 15th pay and their last workday in June shall have their last paycheck adjusted accordingly. Said paycheck shall be available on

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the unit member's last workday in June. The check may be picked up at the Superintendent's Office. If not picked up, the check will be mailed to the employee's last known address at the close of business on June 30.

- 5. Credit for service by a new hire from another district shall be the subject of negotiations between the individual and the Board.
- 6. a. Credit for salary on the teacher's guide beyond the bachelor's degree or master's degree shall be granted for courses in a field relative to a teacher's job function and shall not be credits necessary for certification. A master's degree in an elementary program is understood to meet this provision, as are courses that are requirements of such a degree program.
- b. Educational assistants who have earned thirty (30) or more college credits will receive two hundred dollars (\$200.00) above the appropriate step on the salary guide. Educational assistants who have earned sixty (60) or more college credits will receive four hundred dollars (\$400.00) above the appropriate step on the salary guide. To receive the stipend, credits must be pre-approved by the Superintendent of Schools and must be related to education.
- 7. Custodians holding a black seal license shall receive an additional five hundred dollars (\$500.00) beyond the regular salary.
- 8. The RN salary shall be \$3,100 less than the applicable step on the Teachers' Bachelor's Degree salary guide.

B. Insurance Protection

1. Health Coverage

- a. The Board shall provide the health care protection designated below. The Board shall pay for each unit member eligible and choosing to enroll in the full single plan or the full family plan insurance coverage where appropriate.
- b. Commencing with the second year of The Agreement (July 1, 2010) employees will contribute the following dollar amounts annually toward the Board's Health Benefits premium.

Teachers:

Single	\$110
Parent/Child	\$200
Employee/Spouse	\$220
Family	\$315

Secretaries/Custodian/Cooks:

Single	\$55
Parent/Child	\$100
Employee/Spouse	\$110
Family	\$155

Educational Assistants and Clerks:

Single	\$45
Parent/Child	\$80
Employee/Spouse	\$85
Family	\$125

During the terms of the Agreement should the State impose a mandatory non-negotiated contribution upon Board of Education employees in addition to the locally negotiated amounts, and if that State mandated contribution accrues to the Board of Education, the local contribution will cease effective with the commencement of said State contribution.

If a State mandated contribution should accrue to the Board of Education effective with the 2012-13 school year, the local contribution will cease at midnight on June 30, 2012.

- c. There will be two major medical plans available, the BC/BS PPO and the BC/BS POS. Each year, eligible employees may select either the PPO or the POS pursuant to the restrictions below. An enhanced Dental Plan is available only to employees enrolled in the POS. There will be an annual meeting with the BC/BS representative to explain the two plans.
- d. **New employees hired on or after July 1, 2006** will be enrolled in the POS for the first four (4) years of their employment and will receive board-paid benefits at the appropriate level of benefits, up to and including family coverage.
- e. The office visit co-pay will be \$15 for the PPO and \$10 for the POS.

2. Dental Coverage

Dental insurance shall allow for the reimbursement level at U.C.R. 85th percentile, no balance due billing by participating dentists.

100% Preventative and Diagnostic
80/20 Remaining Basic Services
60/40 Prosthodontics Benefits (crowns, inlays and gold restoration).
50/50 Orthodontic Benefits: Maximum \$1,200
\$0 deductible
\$1,000.00 Annual Maximum (Enrolled in PPO)
\$2,500.00 Annual Maximum (Enrolled in POS)

3. Prescription Coverage

The Prescription Insurance premiums will be fully paid by the District. Effective July 1, 2010 co-pays will become \$5.00 for generic, \$12.00 for preferred brand; \$15.00 for non-preferred brand name prescriptions applicable to retail and mail order.

- 4. The Board shall provide to each unit member a description of the health care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of the conditions and limits of coverage as listed above. No two (2) members of the same family shall receive duplicate coverage under the Board of Education plans.

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5. Unit members on an extended leave or sabbatical leave shall be allowed to continue his/her various insurance benefits provided the premium (at group rate) payment from the unit member is delivered to the Board at least fifteen (15) days prior to the premium due date.
6. All new employees working twenty-five (25) or more hours per week on a regular schedule are eligible to receive insurance benefits.
7. Nothing contained herein shall deny the right of the Board to determine the carrier for the insurance plans provided the Board demonstrates to the Association that any change in carriers will not reduce the range and levels of benefits and services.
8. **Employees hired on or after July 1, 2006** will receive no board-paid dental or prescription coverage during their first year of employment in the district but may purchase coverage at the group rate. In their second continuous year of employment in the district they will receive board-paid single dental and prescription coverage and may purchase additional coverage by paying the difference. Starting in their third year of continuous employment, they will receive fully paid dental and prescription coverage at the appropriate level of benefits.
9. Health Benefits "Opt Out"

An employee who has health benefit coverage through a spouse or from another source and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty-five percent (25%) of the premium savings to the Board of Education on July 15th of the following school year. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The Business Office shall develop the forms by which an employee shall waive coverage and apply for payment. (See attached *Waiver of Health Benefits* form page 45)

An employee who has waived all or a portion of his/her health benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Effective July 1, 2006 new hires can only opt out of the POS Plan. After four (4) years in the POS plan, the employee must be enrolled in the PPO Plan for at least one (1) year before being entitled to opt-out at the PPO rates.

Reentry into all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

ARTICLE III

NEGOTIATION PROCEDURE

A. Deadline Date

The parties agree to enter into the collective negotiations over an agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall commence in accordance with the rules and regulations of P.E.R.C. and initial demands of each party to this agreement shall be presented prior to the first negotiation session. Any agreement so negotiated shall apply to all unit members, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Procedure

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the North Hanover Township School District in the public domain.

C. Selection of Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. Administration of Agreement

The Superintendent of Schools shall meet with the President of the Association as requested by either party, with a minimum of four (4) meetings per year, on a mutually agreed upon day for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

E. Exclusive Bargaining Representatives

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

F. Totality of Understanding

The parties agree that all negotiable items leading to this agreement have been resolved and incorporated herein. If determined by mutual consent both the Board and the Association may reopen a provision of this agreement. Such modification, if any, shall be reduced to writing, signed by both parties and attached as a revision to this agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a claim by an employee: (1) that there has been a violation, misinterpretation or inequitable application of this agreement, Board of Education policy provision or, (2) that he/she has been treated arbitrarily or capriciously by reason of an administrative decision. However, the term grievance shall not apply to any matter which: (a) a method of review is prescribed by law or State Board rule having the force and effect of law, (b) the Board of Education is without authority to act, or (c) a claim of a non-tenured unit member which arises by reason of his not being reemployed. As used in this definition, the term "employee" shall also mean a group of employees having the same grievance.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and confirmed in writing.
2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to the aggrieved party, 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 and confirmed in writing.

3. Level One

A unit member with a grievance must make initial written submission to his principal or appropriate administrator not later than twenty (20) school days after the action or event challenged, thereafter the grievance shall be untimely and the Administration shall have no obligation to entertain the grievance. If the

aggrieved person is not satisfied with the disposition of her/his grievance or if no decision has been rendered within five (5) school days after the presentation (hearing) of the grievance, he/she may submit a written appeal to the Superintendent of Schools through the Association.

4. Level Two

The Superintendent shall hold a hearing (presentation) within ten (10) school days of receipt of the grievance. The grievant may file an appeal to the next level, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is sooner. Should the grievant be dissatisfied with the decision rendered at Level Two or if no decision is made within the timelines as stated he/she may request, in writing, through the Association that his/her appeal be submitted to the next level (Board of Education).

5. Level Three

The Board shall hold a hearing within thirty (30) calendar days following receipt of the appeal taken from Level Two. The grievant through the Association may file an appeal to the next level within five (5) school days after the decision by the Board of thirty-five (35) school days after the grievance is delivered to the Board of Education through the Board Secretary, whichever is sooner. Should the grievant be dissatisfied with the decision rendered at Level Three or if no decision is made within the timelines as stated he/she may file an appeal through the Association to the next level.

6. Level Four

Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues presented to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator may neither add to nor subtract from the language of the negotiated agreement in rendering a decision. Only the parties signatory to this agreement shall have the right to proceed to arbitration. In no event shall such right accrue to an individual. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon both parties.

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Acknowledging binding arbitration as the means of resolution for a dispute arising under this agreement, there shall be no form of strike.

The cost for the services of the arbitrator, as agreed to by both parties, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Unit Members of Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a unit member is not represented by the Association, the Association shall have the right upon the request of the unit member to be present and to state its views at all stages of the grievance procedure.
2. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore shall be transmitted promptly to all parties in interest. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, Paragraph 5 of this Article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE V

PROFESSIONAL and SUPPORT STAFF GROWTH COMMITTEE

A. Philosophy

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitude. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

If a teacher is required by the Board of Education to take a course of study then he/she shall be compensated for tuition costs provided a passing grade has been achieved.

The Board shall make available, over three (3) in-service days, a total of ten (10) or more hours of State mandated and approved professional improvement.

B. Professional and Support Staff Growth Committee

1. A committee shall be established to plan and implement in-service training. The composition of the committee shall consist of eight (8) members--five (5) to be named by the Association and three (3) to be named by the Board. One (1) Association representative shall be from each building in the district.
2. Any cost involved for such in-service training shall be borne by the Board.
3. Secretaries, Clerk Assistants, Cooks, Educational Assistants and Custodians may have in-service days. In-service days may be on the same day(s) as teachers or on another day(s). Unit members may be permitted to attend seminars or assembly programs held on scheduled in-service days if such programs will be of benefit to their employment growth.
4. The determination of the Board concerning which unit members are appropriate for attending any session(s) remains the sole prerogative of the Board.

C. Professional Days for Unit Members

Any unit member, upon approval of the Superintendent, shall be granted time for professional visitation to schools, classrooms, or workshops both within and without the North Hanover Township School District. The Board will pay for the mileage, registration, and other pertinent expenses. Mileage reimbursement shall be the rate established by the IRS.

ARTICLE VI

UNIT MEMBER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for the mutual aid and protection. As a duly selected body exercising governmental power and color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any unit member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of his participation in activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Saving Clause

Nothing contained herein shall be construed to deny or restrict to any unit member such rights he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to unit members hereunder shall be deemed to be in addition to those provided elsewhere.

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C. Just Cause Provision

1. No unit member shall be disciplined, receive a written reprimand, reduced in rank or compensation or deprived of any commonly applied advantage without just cause. Any such action asserted by the Board of Education, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. Except in abnormal circumstances, reprimand of any unit member shall be made in private and not in the presence of other parties.

D. Required Meeting or Hearing

1. Whenever any unit member is required to appear before a Principal, appropriate Administrator, Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that unit member in his office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a unit member pending charges by the Board shall be with pay.
2. The Board recognizes that during the course of a workday, situations arise that require immediate communication between the Superintendent and other Administrators and the Association President. To compensate the Association President for loss of preparation periods/required after-school meetings (other than as agreed in Article III, Paragraph D), the Association President shall not be assigned supervision during the arrival and departure of students and shall have a guaranteed duty-free lunch period in keeping with Article XI of this agreement.

E. Association Identification

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

ARTICLE VII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board of Education agrees to make available to the Association in response to reasonable requests pertinent data relative to the financial status of the district in the public domain. In the event that an Association representative is not present at a regular meeting of the Board of Education, permission may be granted to the President of the Association to review the minutes of such meeting. Personnel files will be open only to the individual requesting a review of his/her own file.

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B. Released Time for Meetings

1. Whenever any representative of the Association or any unit member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
2. Unit members shall be entitled to representation at any meetings, conferences, or interview called by the administration. Such meetings shall be held following the end of the school day whenever possible. Should circumstances require that such meeting be held during the school day, then it will be scheduled at a time that the unit member and an Association Representative (A.R.) are available to attend such meeting. If an A.R. is unavailable, then coverage shall be provided to ensure release time for the A.R.

C. Use of School Buildings

Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, providing that this shall not interfere with or interrupt normal school operation. Such representative shall first check in at the School Office to request permission from the building principal.

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Consent will not unreasonably be withheld.

D. Use of School Equipment

The Association President or designee in each building may upon request be allowed to use school equipment at reasonable times, when such equipment is not otherwise in use. This privilege shall not be unreasonably withheld. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and the cost of machine repair if caused by Association use.

E. Bulletin Boards

The Association upon request shall be assigned space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal. The appropriateness of the material is to be determined mutually.

F. Mail Facilities

The Association may have the privilege of reasonable use of interschool mail boxes, and the appropriateness of the material shall be determined mutually. Except for meeting announcements, all other material shall be in sealed envelopes. The use of such facilities shall not be unreasonably denied.

G. Orientation Presentation

The Association may have the privilege to speak during the orientation program at the beginning of each school year to inform new unit members of the existence and purpose of the Association.

H. Exclusive Representative Agent

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as to the exclusive representatives of the unit members, and to no other organizations.

ARTICLE VIII

EMPLOYMENT

A. Notification of Contract and Salary

Unit members shall be notified of their contract and salary status for the ensuing year no later than May 15 of the school year except that such notification of salary status shall be dependent upon completion of salary negotiations for the next contract year.

B. Notification of Vacancies

All vacancies shall be posted in the faculty room and office of each school. A current covered employee shall have the right to apply for such position. If a vacancy occurs where a transfer of personnel might be necessary, the Board of Education shall consider qualifications, job performance, attainments and other relevant factors, including service in the school district and seniority. The parties recognize, however, that the filling of vacancies is the prerogative of the Board of Education and the decision of the Board of Education with respect to such matter shall be final.

C. Teacher Transfers

Teachers transferred during the month of August to the start of the school year shall be paid fifty dollars (\$50.00) if their room assignment or building is changed.

D. Change in Assignments

The Board shall notify each employee of any probable change in assignment for the ensuing school year no later than the last working day in May. The Board or its representative shall discuss with the President of the Association the assignments at the June conference in accordance with Article III, Paragraph D.

E. Involuntary Transfers

1. Notice of an involuntary transfer or reassignment shall be given to employees as soon as possible.
2. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred.
3. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the principal or appropriate administrator or his designee shall meet with him/her. The employee may, at his/her option have an Association Representative present at such a meeting.

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4. An employee being involuntarily transferred or reassigned shall be so transferred or reassigned only to an equivalent salary position.
5. The right regarding involuntary transfer or reduction in force resides with the Board.

F. Requests for Transfer

1. Any employee in the unit who desires to transfer to another building may file a written statement of the request to do so with the appropriate administrator, including the position and location to which transfer is desired.
2. In the review of requests for voluntary transfer, the Board shall consider the wishes of the individual employee and seniority, but shall retain the right to dispose of any requests in accordance with the best interest of the school system. Such decisions remain the sole prerogative of the Board of Education.

G. Resignations

1. Resignations of certificated unit members shall be in accordance with N.J.S.A. 18A:28-8.
2. Any noncertificated unit member who is resigning from his/her position shall give thirty (30) days notice.
3. Vacation earned by twelve (12) month employees shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

ARTICLE IX

EVALUATIONS

A. Procedure

1. No unit member shall be required to sign a blank evaluation/observation report. In addition, no other evaluative materials will be added to a report by the administration unless the unit member has been afforded the opportunity for signature and disclaimers prior to the filing of the report.
2. No mechanical surveillance shall be utilized in observing or evaluating a unit member.
3. Nothing precludes a unit member requesting a second evaluation from the administration because of substantive mitigating circumstances present during the prior evaluation/observation.

B. Evaluations of nontenured teachers shall conform to applicable State law.

C. Each custodial employee performing satisfactory service shall continue to be placed on his proper step of the salary guide. Any employee commencing work on or before February 1st shall be given full credit for one (1) year of service toward the next salary increment step for the following contract year.

D. Any custodial employee who is not performing satisfactory work shall receive written notification of such and shall be provided thirty (30) calendar days to improve his performance and shall be provided a conference within five (5) days of receipt of such letter if requested. If a second disciplinary letter is necessary, it shall be to advise of termination of contract or withholding of increment and/or adjustment. This is not to preclude the possibility of immediate termination for drunkenness, theft, moral turpitude, insubordination or other major infractions.

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E. The Board agrees to put any part-time custodial employee on the first step of the salary guide after three (3) consecutive months of part-time work provided that employee is to be continued in the Board's employ.

F. Personnel File

1. Unit members, upon reasonable notice to the Superintendent of Schools, have a right to inspect and have access to their personnel file.
2. Nothing shall be placed in such file without the unit member's knowledge.
3. The unit member shall sign any document before same is placed in the file. Such signature shall indicate knowledge of the matter being placed in the file, and not indicate agreement with the contents of such documents.
4. The unit member shall have the right to respond to any materials placed in his/her personnel file. Such response shall not exceed two (2) typewritten pages and may not be removed from the file unless the document to which it relates is also removed.

ARTICLE X

LEAVES OF ABSENCE

A. Extended Leaves of Absence

1. Sabbatical Leave for Teachers

- a. One (1) teacher per year will, on application, be granted a full year sabbatical leave without pay, for the purpose of graduate study, travel if approved by the Board, or health reasons.
- b. During such leave, the teacher's benefits shall be frozen.
- c. The teacher upon returning from leave will be placed upon that step of the salary guide that he/she would have been placed at in the year that the leave was taken. No experience credit will be given for the year of the leave.
- d. No teacher with less than seven (7) years of continuous employment in the district shall be eligible for this leave.

2. Extended Disability Leave for Unit Personnel

- a. Due to a medical disability, a unit member shall be granted an extended leave of absence without pay (subject to paragraph c hereof) if any one of the following conditions exist.
 - (1) A notable and substantial decrease in work performance due to such disability.
 - (2) The presentation of certification from a medical doctor that the unit member is medically unable to continue work.

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- b. The Board shall have the right to have such a unit member examined by its own physician; and, in the event of a disagreement between the Board's physician and the unit member's physician on such ability or inability, the question shall be referred to a physician engaged at the joint expense of the unit member and the Board for final and binding resolution.
- c. During the period of the unit member's personal medical disability, accumulated sick leave benefits in accordance with N.J.S.A. 18A:30-1 et seq. shall be paid until such benefits are exhausted or the personal medical disability has been terminated.
- d. When the seeking of an extended leave of absence for medical disability can be anticipated, a unit member shall file a written request for such a leave with the Superintendent or his designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence.
- e. Upon the termination of the medical disability the unit member shall return to work. In the event of disagreement, the date of said termination shall be established as set forth in Paragraph b above.

3. Child-Rearing Leave for Unit Personnel

A unit member may make application to the Board at least thirty (30) days before the effective date, for an unpaid child-rearing leave of absence, if a "natural" child is less than ninety (90) days of age or less than ninety (90) days in possession of parent(s) in the case of adoption of a child less than five (5) years of age. Upon application, said leave shall be granted by the Board for a period not to exceed one (1) year. The date of requested return by the unit member may be adjusted by the Board so as to commence in January or September following the end of the requested leave.

4. Illness in the Family

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a member of the unit member's immediate family. The Board shall be entitled to assurance that the need exists. Return from this leave shall be September 1 or January 1. Definition of immediate family in this instance shall be spouse, child, parent, or stepchild living in the household.

5. Conditions

Unless otherwise indicated, the following conditions shall apply to extended leaves of absences.

- a. Requests shall be in writing and approved by the Superintendent of Schools.
- b. Further extensions shall be at the will of the Board of Education.
- c. Salary increments shall not accrue.
- d. Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- e. During the period of such unpaid leave, vacation time shall not accrue.

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- f. Written notice of intention to either return or resign shall be given the Superintendent of Schools by April 1 of the year in which the leave expires.
- g. The Board of Education shall consider any application for an extended leave without pay on an individual case by case basis and the decision to grant same or not shall lie solely in the Board.

B. Temporary Leaves of Absence

1. Sick Leave for Unit Personnel

a. Accumulative

All ten-month unit members shall be entitled to ten (10) sick leave days each school year. All twelve (12) month unit members shall be entitled to twelve (12) sick leave days each year. Unused sick leave shall be accumulative from year to year with no limit.

Unit members shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

b. Non-accumulative

Unit members shall be allowed non-accumulative additional sick leave in the following instance:

When an illness or accident is serious enough to warrant a full year leave of absence without pay, a doctor's certificate will be required.

2. Retirement Pay for Unit Personnel

- a. The Board shall provide a payment based upon accumulated sick leave to a unit member who retires under New Jersey Pension Statutes, as certified by the New Jersey Division of Pensions. Payment for certificated personnel shall be thirty five dollars (\$35.00) per accumulated sick leave day provided the teacher has saved a minimum of forty-five (45) accumulated sick leave days. Payment for all other personnel in this bargaining unit shall be thirty dollars (\$30.00) per accumulated sick leave day provided the unit member has saved a minimum of forty-five (45) accumulated sick leave days.
- b. In case of death of any employee whose letter of retirement has been accepted by the Board, then such payment shall be made to the employee's estate.

3. Personal Leave

- a. Each unit member shall be entitled up to three (3) days of leave with pay, annually, for reason of personal business.
- b. Personal business shall mean business which could not be scheduled for other than a workday during work hours.
- c. Employees shall provide the Superintendent with three (3) days notice of the need to utilize a personal day, except in case of emergency. The Superintendent's office shall use the absentee form upon which a staff member will provide such notice.

- d. Such leave shall also be for “reasons of emergency” as approved by the Superintendent of Schools.
- e. The Superintendent, if he suspects that the request for personal leave is for reasons not intended for personal use, may request verification.
- f. Unused personal leave shall accumulate as sick leave days at the end of each school year (equal conversion) .

4. Bereavement Leave

- a. Each unit member shall be allowed a maximum of five (5) days leave with pay in the event of the death in their immediate family or resident of immediate household. Immediate family shall be defined as spouse, civil union partner, child, mother, father, brother, sister, step-parent, mother-in-law, father-in-law, or step-child living in the household. If the funeral is held a distance of over two hundred (200) miles from the unit member's residence, the unit member will receive one (1) additional day with pay for the purpose of travel.
- b. (1) Each unit member shall be allowed leave with pay the day of the funeral in the event of the death of a unit member's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or step-child not living in the same household. If the funeral is held a distance of over two hundred (200) miles from the unit member's residence, the unit member will receive the day before and the day after the funeral with pay for the purpose of travel.

(2) Each unit member shall be allowed leave with pay the day of the funeral in the event of the death of a unit member's aunt or uncle.
- c. Personal days may be used in the event of the death of a unit member's friend or other relative.

5. Jury Duty

A unit member shall, when queried by a court of jurisdiction, request that any necessary jury duty be served during non-working summer months. If jury duty notification is received by a member, it shall be submitted to the Superintendent within forty-eight (48) hours of reception. Should jury duty be required, then the Board shall compensate the member the differential between normal base pay and the jury duty compensation. This offset shall not include meal allowance and mileage.

6. Absence Record

The "Absence Record" attached hereto shall be a part of the Agreement (page 44).

ARTICLE XI

SCHOOL CALENDAR, WORK YEAR, WORK DAY

A. Adoption of Academic Calendar

There shall be informal discussion between the Association and the administration concerning the adoption of the academic calendar. These suggestions will be presented to the Board for final approval.

The Superintendent of Schools shall arrange informal discussions between the administration and two (2) representative faculty members from each school selected yearly by each principal to discuss items related to the school calendar, after they have consulted with the unit members within the school. The above committee shall also include the Association President and one (1) other unit member chosen by the Association.

If the Board is contemplating a change in the school calendar then a committee for the Board will first meet with the Association prior to implementation of the change.

B. Work Year

1. Teacher Work Year

The work year shall be one hundred eighty-five and one-half (185-1/2) work days when teachers are present for duty, including parent-teacher conferences, in-service days and teaching days. Such days are full time equivalent days of duty. The one-half day shall be equal to four (4) hours of instruction. One (1) additional orientation day shall be required of teachers new to the district. It is understood that an emergency situation(s) may require that a day(s) be added in order to insure at least one hundred eighty (180) instructional days.

2. Secretary and Clerk Assistant Work Year

Employees in the unit shall work from September 1 through June 30 but shall not be required to report for work on days which the schools are closed except in emergency situations and those days required during the summer and that the pay of such will be pro rate of pay based on the successor agreement effective September 1.

3. Cook Work Year

Cooks shall work one hundred eighty-three (183) days per year. Cooks will be available during the in-service day(s) as needed. All weekend and holiday cooks' work shall be voluntary and shall be paid at the rate of time plus one-half for all hours worked. Volunteers from the school where the activity is taking place should be given first preference to work. Management reserves the right to assign if no employee volunteers for work. Employees shall be paid for a minimum of four (4) hours for all overtime worked on weekends or holidays. The rate of pay for overtime shall be based on a one hundred eighty-three (183) day school year.

4. Educational Assistant/Media Retrieval Assistant Work Year

The Educational Assistant's/Media Retrieval Assistant's work year shall be one hundred eighty-five and one-half (185-1/2) workdays.

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5. Custodian Work Year

The custodians' work year shall be twelve (12) months.

C. Teacher Work Day

1. The workday for teachers shall be six and three-quarters (6-3/4) hours and the workday for nurses and Child Study Team members shall be seven (7) hours.
2. The work day for library teachers may be shifted to start and end no more than sixty (60) minutes later than the regular building starting and ending time, Monday through Thursday. The workday shall remain consistent with Article XI:c.1.
3. In addition, each school shall establish a rotating supervisory schedule to adequately cover arrival and departure of students for fifteen (15) minutes beyond the above specified teacher workday.

4. Lunch Periods

- a. All teachers with the exception of those listed in 4.b. below shall be entitled to a daily forty-five (45) minute duty free lunch. No faculty grade level meeting or individual meeting shall be scheduled during the teacher's regularly scheduled lunch period.
- b. Child Study Team members, Social Workers, Guidance Counselors and School Nurses shall have a daily one (1) hour duty free lunch period unless the staff member(s) is assigned to teach a class, under which circumstances the lunch period shall be as follows:
 - (1) Staff members who teach at least one (1) period per day shall have a daily forty-five (45) minute lunch period.
 - (2) Staff members who teach less than one (1) period per day (e.g. only one (1) period per week), shall receive one (1) forty-five minute lunch period on the day(s) that they are assigned to teach.

5. Teachers' participation in and attendance at one (1) Open House and one (1) Spring Fair shall be in addition to the aforesaid work day.
6. Participation in the "Environmental Education Program" shall be voluntary.

7. Preparation Time

- a. All teachers with the exception of those listed in 7.b. below shall be entitled to a daily forty-five (45) minute prep time.
- b. Child Study Team members, Social Workers, Guidance Counselors and School Nurses shall not have a daily forty-five (45) minute prep time unless the staff member is assigned to teach a class, under which circumstances prep time shall be provided. Staff members who teach at least one (1) period per day shall have a daily forty-five (45) minute prep time. Staff members who teach less than one (1) period per day (e.g. only one[1] period per week), shall receive one (1) forty-five (45) minute prep time on the day(s) that they are assigned to teach.

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D. Secretary and Clerk Assistant Work Day

1. All secretaries and clerk assistants shall work six (6) hours and forty-five (45) minutes per day exclusive of a lunch period. All approved work performed over forty (40) hours in a calendar week shall be paid at the rate of time plus one-half.
2. Summer Hours: All members of the clerical unit required to work during the summer will work five (5) hours and thirty (30) minutes per day exclusive of a lunch period 8:00 AM to 3:30 PM. Arrival and departure times for secretaries shall be flexible within each building as approved by the Superintendent or his/her designee. Summer time is defined as the day after the teaching staff leaves in June through August 31st.

Custodial schedules shall be adjusted to match the scheduled secretarial work days and hours.

3. Reasonable hours encompassing the workday will be established by the school district for all secretaries and clerk assistants.
4. When it is necessary for a clerk assistant to substitute for a secretary the clerk assistant will receive additional compensation at the rate of ten percent (10%) of the clerk assistant's salary per diem.

E. Educational Assistant Hours of Work

1. The workday for educational assistants shall be seven (7) hours per day. Educational assistants will be required to be present at least fifteen (15) minutes prior to the start of the students' day. All educational assistants shall have a forty-five (45) minute daily lunch period and a fifteen (15) minute daily break period. The break period shall be scheduled in conjunction with the regular classroom teacher(s) involved. The building principal shall be made aware of the break period that is scheduled for each educational assistant. Educational assistants assigned to a building assignment shall schedule their break in conjunction with the building principal.

All educational assistants, with the exception of the educational assistants in the Pre-Kindergarten program shall no longer have a rotating duty scheduled in the morning. All educational assistants will be on duty.

2. Reasonable hours encompassing the workday will be established by the school district for all educational assistants.

F. Library/Media Retrieval Assistant Hours of Work

As demand requires the individual should report at 7:45 AM to schedule and load the media retrieval system. At 8:30 AM the individual should report to the Discovery School. At 2:00 PM the individual should report to the Media Retrieval System to schedule for the following day. The individual's work day shall be 6-3/4 hours ending at 2:30 PM. The duties of the Library/Media Retrieval Assistant have to be reviewed several times prior to the end of the school year to determine if the times need to be adjusted within the 6-3/4 hour day. The Library/Media Retrieval Assistant shall not be assigned duties (e.g. line or bus duty). Training shall be within the workday.

G. Cook Hours of Work

1. All cooks shall work six (6) hours per day. All approved work performed over forty (40) hours in a five (5) day week shall be paid at the rate of time plus one-half. All work between thirty (30) and forty (40) hours shall be paid at straight time. All time over thirty (30) hours will be based on one-half (1/2) hour.

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2. Reasonable hours encompassing the workday will be established by the school district for all cooks.
3. All weekend and holiday cafeteria work shall be voluntary and shall be paid at the rate of time plus one-half for all hours worked. Volunteers from the school where the activity is taking place should be given first preference to work. Management reserves the right to assign if no employee volunteers for the work. The rate of pay for overtime shall be based on a one hundred eighty-three (183) day school year.
4. When it is necessary for an hourly cafeteria worker to substitute for a cook, the hourly cafeteria worker shall receive additional compensation at the rate of ten percent (10%) of their rate.

H. Custodial Daily Work Hours

1. Schedule Posting - Work schedules showing the employees' shift(s) and hours shall be posted in each school.
2. Work Shift - The work shift shall consist of eight (8) hours and is inclusive of a thirty (30) minute lunch.
3. During the terms of this contract, the number of work shifts shall remain as existed during the 1992-1993 school year.
4. Overtime: Overtime at the rate of time and one-half shall be paid for all work beyond the regular daily work shift as in H.2. above and for work beyond forty (40) hours in a workweek.
5. When school is closed all custodial personnel will work the day shift.

I. Vacations -- Custodians and 12 Month Secretaries

1. Employees who have successfully completed six (6) months of employment may take earned vacation in accordance with three (3) below.
2. Use of Vacation Days—September 1st -- June 30th
 - a. Custodian vacations shall be subject to approval by the Superintendent/Board Secretary. Employees with more than ten (10) years of service may use ten (10) days of vacation, a day at a time, between September 1st and June 30th, provided ten (10) calendar days are given as advance notification and approval secured in writing and the employee is subject to recall for emergencies, subject to the following exceptions:

Within the aforementioned ten (10) days, two (2) times during the September 1 to June 30 period, employees may use up to three (3) consecutive vacation days, subject to the notification, approval and recall provisions above.

A copy of the employee's vacation request approval or disapproval shall be returned to the employee within three (3) days.
 - b. An employee with less than ten (10) years of service may utilize up to three (3) days of accrued vacation, one (1) day at a time between September 1st and June 30th, provided ten (10) calendar days are given as advance notification and approval secured in writing and the employee subject to recall in emergencies.

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3. Miscellaneous Vacation Provisions

- a. Employees shall not have vacation requests approved for the last five (5) work days preceding the opening day for all staff in September.
- b. Vacations may be scheduled at other times as mutually agreed to between the employee and approved by the Superintendent of Schools or Business Administrator.

4. Completed Years of Satisfactory Service:

Greater than six (6) months and less than one (1) year:	10 days pro-rated
Over one (1) year through ten (10) years:	10 days
Over ten (10) years through fifteen (15) years:	15 days
Over sixteen (16) years:	16 days
Over seventeen (17) years:	17 days
Over eighteen (18) years:	18 days
Over nineteen (19) years:	19 days
Over twenty (20) years:	20 days

5. Secretarial vacation time under Article XI.I shall be limited to a maximum entitlement of fifteen (15) days. Vacations shall be scheduled with the administration based upon the needs of the district.

6. Holidays (Custodians)

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and Day After
- *Christmas Eve and Christmas Day if it falls during the work week
- **New Year's Day
- Martin Luther King's Day
- Presidents Day
- Good Friday
- Easter Monday
- Memorial Day

- * If Christmas falls on a Saturday then the members of this group will have December 24th and December 27th off. If Christmas falls on a Sunday then the members of this group will have December 26th and December 27th off. If Christmas falls on a Monday then the members of this group will have Tuesday, December 26th off.

- ** If New Year's Day falls on Saturday then Friday shall be granted as a day off without loss of pay. If New Year's Day falls on a Sunday, then Monday shall be granted as a day off without loss of pay.

If school is in session on a day that is a regular holiday for custodians, custodial employees shall be entitled to schedule an individual day off, to be mutually scheduled with the supervisor provided ten (10) calendar days are given as advance notification and approval secured in writing and the employee is subject to recall for emergencies.

In the case of ties on the request for days off, seniority shall govern the granting of the day, otherwise days will be scheduled on a first come, first served basis.

ARTICLE XII

PROMOTIONS

A. Application Procedures

A unit member may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

B. Filling Positions

In filling a vacancy, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

In filling promotional vacancies to administrative positions the Board shall consider the qualifications, background, attainments and other relevant factors, including service in the school district of all applicants from within the school district. The supervisory levels and the filling of newly created supervisory and administrative positions are a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

A notice of a vacancy in a position on the administrative level shall be posted. Unit members who desire to apply for such a vacancy shall submit an application in writing within the time limit specified on the notice.

The parties recognize that changes in assignments in the elementary schools and transfers between schools will be necessary. The right of determination to assign or transfer a unit member is vested in the Board. The ultimate determination regarding transfers, both voluntary and involuntary, resides solely with the Board of Education.

ARTICLE XIII

**PROFESSIONAL STANDARDS AND PROFESSIONAL PROCEDURES
FOR TEACHERS**

- A. The Board and the Association agree that all teachers shall:
1. Share equally in the performance of all duties and responsibilities relating to the display case only.
 2. Share in use of facilities.
 3. The Board shall make reasonable efforts to add to the per diem substitute list teachers for Art, Music, Library and Physical Education. It is understood the Board has sole authority in this area.
- B. In the assignment of lunch/playground duties to teachers in each school, distributions shall be rotated as equitably as possible over the academic year.

ARTICLE XIV

CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class size at an acceptable number while keeping the best interests of the district in mind. It is understood that the Board has sole authority in this area.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for terms of said Agreement; the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- B. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board of Education and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement with the exception of nontenured unit members in regard to a grievance and relative to reemployment as indicated under Grievance Procedure Article III, Section A.1.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedure, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotions, transfers, or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

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- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by the Association, to the Board at Upper Elementary School
 2. If by the Board, to the Association at
P.O. Box 474
Cookstown, New Jersey 08511
- F. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.
- G. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any unit members' benefit existing prior to its effective date. Changes in the terms and conditions of employment shall be negotiated with the Association in accordance with the requirements of Chapter 123, P.L. of 1974.
- H. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within the Agreement are fully exhausted.
- I. An employee shall continue to follow an established administrative directive or a Board Policy even though a grievance procedure is initiated in regard to such directive or Board Policy, until such time that the grievance is adjudicated.
- J. Miscellaneous Cafeteria Provisions
1. Any new cook hired by the district shall be issued an initial contract.
 2. An employee who is required to use his/her own vehicle in the performance of his/her work shall be reimbursed at the rate established by the Board. It is understood that Columbia, Discovery, Atlantis and Challenger Elementary Schools are considered one (1) complex and there is no mileage paid for travel between these schools.
 3. It is understood that food handlers (servers) will not handle money when serving food.
 4. The practice of cleanup (sweeping and mopping in the kitchen areas) shall continue to be as required.
 5. The Board of Education shall pay tuition for courses or workshops in relation to the employee's job. Prior approval must be obtained from the Superintendent of Schools. The employee shall furnish proof of payment and a passing grade of the course before payment will be made.
- K. The Board shall provide "head sets" for custodians in each building. The Board shall provide "head sets" in the Central Duplicating room for use by employee and other individuals if they are in the Central Duplicating room.

ARTICLE XVI
REDUCTION IN FORCE

A. Procedure for Teachers

1. The Association shall be notified of any anticipated RIF prior to public announcement in order to allow for Association consultation with the Board of Education.
2. All teachers shall be notified of their employment status no later than May 15 of each school year. If a RIF for the coming academic year is known by the Board prior to March 30, the teachers affected will be notified at that time.

3. Selection

Any reduction in force of tenured unit members shall be in accordance with N.J.S.A. 18A:28-9 et seq.

4. Recall

Tenured unit members shall be recalled in accordance with N.J.S.A. 18A:28-9 et seq.

5. Reemployment Rights

- a. All unused accumulated sick leave to which a teacher was entitled at the time of reduction in force shall be restored to the teacher upon return to active employment.
- b. Teachers who are reemployed shall be placed on the proper step of the salary guide based on the years of experience by excluding such time as may have occurred while on reduction status.

6. Notice

Each teacher placed on the reduction status shall receive a letter from the Board or its administrative agent indicating that the reason for nonreemployment is due solely to RIF. A copy of such a letter shall be placed in the teacher's personnel file.

7. Teachers who have been "rified" in the past, or who shall be "rified" in the future, upon return shall receive all prior service credits.

B. Termination of Employment for Secretaries, Clerk Assistants, Educational Assistants, Cooks and Custodians

The contract of a nontenured employee may be terminated by either the Board or by the employee upon prior written notification of at least thirty (30) calendar days. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination if requested in writing within five (5) school days. To that end, the Board shall

attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity for an informal hearing, if requested in writing within another five (5) school days, to a terminated employee. Nothing contained herein shall be so construed as an attempt to alter in any way, nor to add to, the requirements of law concerning the termination of the employment of tenured employees, nor does this preclude layoff by the school district of any employee.

C. Reduction in Force for Secretaries, Clerk Assistants, Educational Assistants, and Cooks

If an employee is to be reduced in force because of economic circumstances, then such shall be done by seniority within that category (example: secretary, clerk assistant, bookkeeper, etc.) and he/she shall be placed in a recall pool for one (1) year's duration based upon seniority. The above, however, is not applicable for any employee who is not offered subsequent appointment nor will this apply to any employee whose individual contract is canceled by notice of either party in accordance with such contract's time provisions.

D. Reduction in Force for Custodians

In the event of an actual or anticipated reduction in force (RIF) of custodians, the Board shall follow the following procedures:

1. Procedure

Notice shall be sent to the Association President at least thirty (30) days in advance of any Board action to reduce force. This notice shall be for the purpose of allowing association consultation with the Board.

2. Selection of Unit Members Affected

The Superintendent or Board Secretary in making recommendations for a reduction in force shall do so on the basis of seniority within the district.

3. Any covered employee who has suffered Reduction in Force shall be placed on a list on the basis of seniority accrued. Whenever a vacancy occurs employees shall be recalled on the basis of their seniority up to a period of two (2) years.

ARTICLE XVII

REPRESENTATION FEE

A. Purpose of Fee

If a unit member does not become a member of the Association during any employment year which is covered in whole or in part by this Agreement, said member will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the unit member's per capita cost of service rendered by the Association as a majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to eighty-five percent (85%) of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee shall be equal in amount of eighty-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members.

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each unit member on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

After the unit member begins his/her employment in a bargaining unit position, unless the unit member previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid after the resumption of the unit member's employment in the bargaining unit position.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board, in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions after the Board receives said notice.

5. New Unit Members

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all unit members who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

6. The Association agrees to "save harmless" the Board from any claims arising out of the Article.

ARTICLE XVIII

EXTRACURRICULAR WORK FOR TEACHERS

A. Teachers shall be paid twenty-five dollars (\$25.00) per hour for participation in evening concerts and art shows.

B. Teachers shall not be expected to participate in programs after school involving:

1. Intervention and Referral Services Meetings (I&RS)
2. 504 Meetings
3. Individual Education Plan (IEP) meetings with parents
4. Gifted and Talented Programs

unless they volunteer to do so or are specifically directed in writing to do so by the Board, Superintendent or his/her designee, in which event teachers so directed shall be compensated at the hourly rate of thirty dollars (\$30.00) for such work beyond the normal workday. Any teacher initiating any of the above or similar programs on their own shall not be compensated for same.

C. Teachers participating in curriculum development after the normal workday at the direction of the Superintendent shall be paid twenty-five dollars (\$25.00) per hour.

D. Educational Assistants asked by administration to attend I&RS and IEP meetings will be compensated at the rate of twelve dollars and fifty cents (\$12.50) per hour.

E. In-service courses conducted after the normal workday shall be reimbursed at the rate of thirty dollars (\$30.00) per hour for a solo instructor. If instruction is on a team basis, compensation for the instructor shall be twenty-five dollars (\$25.00) per hour per team instructor. Those who participate by taking the course after the normal workday shall be compensated at the rate of fifteen dollars (\$15.00) per hour.

F. Approved student enrichment courses presented after the normal workday or during the summer shall be reimbursed, at the rate of thirty dollars (\$30.00) per hour for a solo instructor and twenty-five dollars (\$25.00) per hour per team instruction.

G. Unit members who provide homebound instruction shall be compensated at the rate of twenty-five dollars (\$25.00) per hour.

NHTEA AGREEMENT 2009-2012

- H. The designated Teacher in Charge shall be compensated at twenty-five dollars (\$25.00) per full day and fifteen dollars (\$15.00) per half day or any part thereof, on days when administration notified him/her of such assignment.
- I. Evening conferences shall be established in all schools. Teachers required to attend shall be compensated at twenty-five dollars (\$25.00) per hour for two and one-half (2-1/2) hours on each scheduled night, up to three (3) nights. Teachers with split schedules (Pre-Kindergarten and Kindergarten) will have up to four (4) evenings at two and one-half (2-1/2) hours each. The workday for staff members shall not be shortened on the days that night conferences are scheduled. Evening conferences shall end no later than the normal ending time for back-to school nights. Should additional conferences be required, current practice would apply (i.e. Fall conferences).

J. Child Study Team Summer Assignments

- Staff members shall be paid \$225.00 per case for an evaluation within their discipline
- Staff members shall be paid \$325.00 per case if they serve as the case manager. This per case fee includes the evaluation within their discipline, the development of the Individual Education Program (I.E.P.) and the staffing and parent conferences
- Staff members shall be paid \$100.00 per case if they serve only as the case manager. This per case fee includes the development of the I.E.P. and the staffing and parent conferences.
- Staff members identified as a student's case manager must function as the case manager for summer assignment relative to that student
- Staff members refusing summer assignment as case manager do not have to
- be offered summer assignments within their discipline
- Reasonable application will determine the Child Study Team workload for the distribution of summer work.

SALARY GUIDE --TEACHERS – 2009-2010

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	48,441	50,113	51,783	53,455	55,126	56,798
2	48,645	50,317	51,987	53,659	55,330	57,002
3	48,849	50,521	52,191	53,863	55,534	57,206
4	49,053	50,724	52,395	54,067	55,738	57,410
5	49,257	50,928	52,599	54,271	55,942	57,614
6	50,354	52,026	53,696	55,368	57,040	58,711
7	51,453	53,124	54,795	56,467	58,138	59,810
8	52,550	54,222	55,892	57,564	59,236	60,907
9	53,649	55,320	56,991	58,662	60,334	62,006
10	54,746	56,418	58,088	59,760	61,431	63,103
11	55,843	57,515	59,186	60,857	62,529	64,200
12	56,942	58,613	60,284	61,956	63,627	65,299
13	58,039	59,711	61,381	63,053	64,725	66,396
14	59,138	60,809	62,480	64,151	65,823	67,495
15	60,234	61,906	63,576	65,248	66,919	68,591
16	61,404	63,075	64,746	66,418	68,089	69,761
17	62,430	64,102	65,772	67,444	69,115	70,787
18	63,526	65,198	66,868	68,540	70,212	71,883
19	64,625	66,296	67,967	69,639	71,310	72,982
20	67,761	69,433	71,103	72,775	74,446	76,118
21	70,897	72,569	74,240	75,912	77,583	79,254
22	72,466	74,137	75,809	77,481	79,151	80,823
23	74,866	76,537	78,209	79,880	81,552	83,223

All teachers with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.
 All teachers with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.
 All teachers with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.
 All teachers with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.
 New teachers entering the district with experience between zero (0) and three (3) years will be placed on Step One (1).

SALARY GUIDE -- TEACHERS -- 2010-2011

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	49,446	51,152	52,858	54,564	56,270	57,977
2	49,654	51,361	53,066	54,772	56,478	58,185
3	49,863	51,569	53,274	54,980	56,687	58,393
4	50,071	51,777	53,482	55,189	56,895	58,601
5	50,279	51,985	53,691	55,397	57,103	58,809
6	51,399	53,105	54,811	56,517	58,223	59,930
7	52,520	54,227	55,932	57,638	59,345	61,051
8	53,641	55,347	57,052	58,758	60,465	62,171
9	54,762	56,468	58,173	59,880	61,586	63,292
10	55,882	57,588	59,294	61,000	62,706	64,412
11	57,002	58,708	60,414	62,120	63,826	65,533
12	58,123	59,830	61,535	63,241	64,948	66,654
13	59,244	60,950	62,655	64,361	66,068	67,774
14	60,365	62,071	63,776	65,483	67,189	68,895
15	61,484	63,190	64,895	66,602	68,308	70,014
16	62,678	64,384	66,090	67,796	69,502	71,208
17	63,725	65,432	67,137	68,843	70,549	72,256
18	64,844	66,551	68,256	69,962	71,669	73,375
19	65,966	67,672	69,377	71,084	72,790	74,496
20	69,167	70,873	72,579	74,285	75,991	77,697
21	72,368	74,075	75,781	77,487	79,192	80,899
22	73,969	75,676	77,382	79,088	80,794	82,500
23	76,419	78,125	79,832	81,538	83,244	84,949

All teachers with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.
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 All teachers with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.
 All teachers with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.
 New teachers entering the district with experience between zero (0) and three (3) years will be placed on Step One (1).

SALARY GUIDE -- TEACHERS -- 2011-2012

STEP	B	B+15	B+30	M	M+15	M+30
1	50,562	52,306	54,048	55,792	57,535	59,279
2	50,762	52,506	54,248	55,992	57,735	59,479
3	50,962	52,706	54,448	56,192	57,935	59,679
4	51,162	52,906	54,648	56,392	58,135	59,879
5	51,375	53,119	54,861	56,604	58,348	60,091
6	52,520	54,263	56,006	57,749	59,493	61,236
7	53,665	55,409	57,151	58,895	60,638	62,382
8	54,810	56,553	58,296	60,039	61,783	63,526
9	55,956	57,699	59,441	61,185	62,928	64,672
10	57,100	58,844	60,586	62,330	64,073	65,817
11	58,245	59,988	61,731	63,474	65,218	66,961
12	59,390	61,134	62,876	64,620	66,363	68,107
13	60,535	62,279	64,021	65,764	67,508	69,251
14	61,681	63,424	65,167	66,910	68,654	70,397
15	62,824	64,568	66,310	68,054	69,797	71,541
16	64,044	65,788	67,530	69,274	71,017	72,761
17	65,115	66,858	68,600	70,344	72,087	73,831
18	66,258	68,002	69,744	71,487	73,231	74,974
19	67,404	69,147	70,890	72,633	74,377	76,120
20	70,675	72,418	74,161	75,904	77,648	79,391
21	73,946	75,689	77,433	79,176	80,919	82,662
22	75,582	77,325	79,069	80,812	82,555	84,298
23	78,085	79,828	81,572	83,315	85,059	86,801

All teachers with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.
 All teachers with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.
 All teachers with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.
 All teachers with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.
 New teachers entering the district with experience between zero (0) and three (3) years will be placed on Step One (1).

SALARY GUIDE -- SECRETARIES -- 10-MONTH POSITIONS

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	26,072	26,596	27,136
2	26,241	26,769	27,312
3	26,412	26,943	27,490
4	26,582	27,117	27,667
5	26,752	27,290	27,843
6	27,093	27,637	28,198
7	27,434	27,985	28,553
8	27,775	28,333	28,908
9	29,426	30,018	30,627
10	31,080	31,705	32,349
11	32,731	33,389	34,067
12	34,384	35,075	35,787
13	36,035	36,759	37,505
14	37,592	38,347	39,126

All secretaries with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.

All secretaries with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.

All secretaries with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All secretaries with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

SALARY GUIDE -- SECRETARIES -- 12-MONTH POSITIONS

STEP	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	31,286	31,915	32,563
2	31,489	32,122	32,775
3	31,694	32,331	32,988
4	31,899	32,540	33,200
5	32,102	32,747	33,412
6	32,511	33,165	33,838
7	32,921	33,582	34,264
8	33,330	34,000	34,690
9	35,311	36,021	36,752
10	37,296	38,046	38,818
11	39,278	40,067	40,880
12	41,260	42,090	42,944
13	43,242	44,111	45,006
14	45,110	46,017	46,951

All secretaries with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.

All secretaries with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.

All secretaries with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All secretaries with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

SALARY GUIDE -- CLERK ASSISTANTS

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	16,741	17,265	17,805
2	16,944	17,472	18,015
3	17,148	17,679	18,226
4	17,351	17,886	18,436
5	17,555	18,093	18,646
6	18,015	18,559	19,120
7	18,475	19,026	19,594
8	18,934	19,492	20,067
9	19,422	20,014	20,623
10	19,909	20,534	21,178
11	20,395	21,053	21,731
12	22,108	22,799	23,511
13	23,819	24,543	25,289
14	25,531	26,286	27,065

All clerk assistants with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.

All clerk assistants with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.

All clerk assistants with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All clerk assistants with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

This guide is based on an employee working September through June. If an employee is required to work additional time, salary will be pro-rated based on the above rates.

SALARY GUIDE -- COOKS

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	21,960	22,738	23,602
2	22,167	22,953	23,826
3	22,375	23,168	24,049
4	22,583	23,383	24,272
5	22,790	23,598	24,495
6	23,137	23,957	24,867
7	23,484	24,316	25,240
8	23,830	24,675	25,613
9	24,177	25,034	25,985
10	24,522	25,392	26,357
11	25,069	25,958	26,945
12	25,616	26,525	27,532
13	26,164	27,092	28,121
14	26,710	27,657	28,708

All cooks with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.

All cooks with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.

All cooks with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All cooks with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

This guide is based on an employee working September through June. If an employee is required to work additional time, salary will be pro-rated based on the above rates.

SALARY GUIDE -- EDUCATIONAL ASSISTANTS and PARA-PROFESSIONAL AIDES

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	14,690	15,033	15,340
2	14,792	15,138	15,446
3	14,893	15,242	15,553
4	14,995	15,346	15,659
5	15,097	15,451	15,766
6	15,279	15,636	15,955
7	15,460	15,822	16,145
8	15,885	16,256	16,588
9	16,342	16,725	17,066
10	16,801	17,194	17,545
11	17,367	17,773	18,136
12	18,753	19,191	19,583
13	21,135	21,630	22,071

All educational assistants and para-professional aides with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.

All educational assistants and para-professional aides with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.

All educational assistants and para-professional aides with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All educational assistants and para-professional aides with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

All educational assistants and para-professional aides who have earned thirty (30) or more college credits related to education and pre-approved by the Superintendent will receive two hundred dollars (\$200.00) above the appropriate step on the salary guide.

All educational assistants and para-professional aides who have earned sixty (60) or more college credits related to education and pre-approved by the Superintendent will receive four hundred dollars (\$400.00) above the appropriate step on the salary guide.

Para-professional aides shall receive a two thousand dollar (\$2,000) non-pensionable stipend above the appropriate step on the salary guide to be paid in two (2) payments: one (1) in January and one (1) in June.

This guide is based on an employee working September through June. If an employee is required to work additional time, salary will be pro-rated based on the above rates.

SALARY GUIDE -- CUSTODIANS

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	23,884	24,152	24,473
2	24,086	24,356	24,680
3	24,288	24,560	24,887
4	24,490	24,764	25,094
5	24,692	24,968	25,300
6	25,667	25,955	26,300
7	26,647	26,946	27,304
8	27,629	27,938	28,310
9	28,616	28,937	29,321
10	29,599	29,931	30,329
11	30,581	30,923	31,335
12	31,948	32,306	32,735
13	33,594	33,971	34,423
14	35,240	35,635	36,109
15	36,888	37,301	37,797
16	38,533	38,965	39,483
17	40,307	40,759	41,301

All custodians with 8-12 years of completed service in the North Hanover Township School District shall receive a \$100.00 longevity stipend.

All custodians with 13-19 years of completed service in the North Hanover Township School District shall receive a \$200.00 longevity stipend.

All custodians with 20-24 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All custodians with 25 or more years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

Custodians holding a black seal license shall receive an additional five hundred dollars (\$500.00) beyond their regular salary.

NORTH HANOVER TOWNSHIP SCHOOLS, BURLINGTON COUNTY, NEW JERSEY

UNIT MEMBER'S ABSENCE RECORD

(To be handed in to the office immediately upon your return following each absence.)

NAME _____ EMPLOYEE # (Soc.Sec.#) _____

SCHOOL _____ POSITION _____

DATE(S) _____

Number of days in this period of absence (if less than a full day, please indicate AM or PM) _____

My absence from duty on the above date(s) was (check the proper statement):

_____ caused by temporary physical disability.

_____ for personal reasons. (Personal business shall mean that business which could not be scheduled for other than a school day during school hours or for other serious unanticipated emergency reason.)*

_____ due to death in the immediate family or resident of immediate household -- state relationship:

_____ for other reasons (please state reason) and is without pay. Such reason must be specifically given and shall be subject to Superintendent of Schools approval.

Reason: _____

_____ authorized professional day(s) with pay (attach approved request).

_____ bereavement. Death of _____

_____ staff development/in-service.

_____ Child Study Team staffing and/or IEP development.

_____ School Resource Committee/Pupil Assistance Committee.

_____ jury duty (attach official notification).

_____ Bernie Environmental Education Center.

_____ military active duty (attach official orders).

_____ other (indicate reason) _____

_____ vacation.

I hereby certify that the above information is correct.

Unit Member's Signature: _____

*If the Superintendent of Schools suspects that the request for personal leave is for reasons not intended for a personal day use, he may request verification.

North Hanover Township Schools -- Waiver of Health Benefits

Employee's Name: _____ Soc. Sec. _____
Please print

I hereby certify that I am waiving my health benefits coverage under: [check appropriate level and coverage]

- single husband/wife the district's medical benefit plan
- family parent/child the district's dental coverage
- _____ _____ the district's prescription coverage

This waiver is in effect for the one (1) year period July 1, _____ through June 30, _____.

In return, the Board has agreed to reimburse me at the stated contractual amount [see Article II:B], payable on July 15th of the next academic year and subject to all appropriate deductions. This payment is not to be considered a salary payment and, as such, is not pensionable. I understand that I am responsible for any additional tax liabilities on this money.

I further certify that I understand and agree that my waiver of the foregoing benefits is of my own volition and is not based upon any representations by either the North Hanover Township Board of Education or the North Hanover Township Education Association other than the monetary reimbursement. I agree to hold both the Board and the Association harmless with regard to any adverse results of my voluntary and informed waiver of the foregoing benefits.

I understand that I may revoke this waiver prior to the expiration date shown above only under the following hardship circumstances and subject to the terms of the agreement:

- *Termination of employment of person with benefits (proof of termination of benefits required)
- *Legal Separation (copy of decree required)
- *Group contract/policy terminated of person with benefits (proof of termination required)
- *Disability of spouse which eliminates benefits (proof of termination of benefits required)
- *Divorce (copy of decree required)
- *Death of Spouse (copy of death certificate required)
- *Military Discharge (copy of DD214 required)

Should I revoke the foregoing waiver based upon one of the foregoing reasons, I understand that the reimbursement to which I am entitled shall be pro-rated based upon the period of time I am not covered by the district's benefit plans.

I further understand that I may restore the benefits for which I am eligible during the next open enrollment period. Such benefits would commence on July 1st of the next academic year.

Signed: _____ Date: _____
Employee

DO NOT WRITE BELOW THIS LINE

Witness: _____ Date: _____
Bd. Secretary/Business Administrator

Business Administrator verification of other health benefit coverage:

Company: _____

B.A. Initials: _____

DOH _____ PPO _____ PPO Den _____ POS _____ POS Den _____

ARTICLE XIX


DURATION OF AGREEMENT

- A. This Agreement signed as of the 18th day of MARCH, 2010 shall become effective as of July 1, 2009 and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate over a successor agreement as provided in Article III.
- B. In Witness Whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

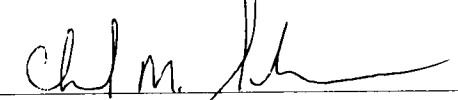
NORTH HANOVER TOWNSHIP EDUCATION ASSOCIATION


Negotiating for:

BY  The Association
Its President

BY 
Its Secretary

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

BY  The Board of Education
Its President

BY 
Its Secretary