

AGREEMENT

between the

**BOARD OF EDUCATION
OF HACKETTSTOWN, NEW JERSEY**

and the

HACKETTSTOWN EDUCATION ASSOCIATION

EMPLOYMENT AGREEMENT

AGREEMENT made the 26th day of April, 2006, between the HACKETTSTOWN EDUCATION ASSOCIATION, INC., hereinafter called "ASSOCIATION," and the BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN, in the COUNTY OF WARREN, hereinafter called "BOARD."

WHEREAS, the Parties hereto have reached an Agreement with respect to the terms and conditions of employment of certain employees of the Board, the Parties hereto, pursuant to New Jersey State Law, mutually agree as follows:

TABLE OF CONTENTS

Article I-Recognition	1
Article II-Negotiation of Successor Agreement	2
Article III-Grievance Procedure	3
Article IV-Employee Rights	10
Article V-Association Rights and Privileges	11
Article VI-Teacher Work Year	12
Article VII-Teaching Hours and Teaching Load	13
Article VIII-Teacher Employment.....	16
Article IX-Salaries	18
Article X-Assignment	21
Article XI-Transfers and Reassignments	22
Article XII-Promotions	24
Article XIII-Teacher Evaluation	25
Article XIV-Sick Leave	26
Article XV-Temporary Leave of Absence.....	28
Article XVI-Extended Leave of Absence	31
Article XVII-Protection of Employees, Students and Property	35
Article XVIII-Insurance Protection	36
Article XIX-Deduction from Salary	41
Article XX-Instructional Council	44
Article XXI-Professional Development and Educational Improvement	45
Article XXII-Board’s Rights Clause.....	47
Article XXIII-Custodial Staff	48
Article XXIV-Secretarial Staff	54
Article XXV-Support Staff and Bus Drivers	57
Article XXVI-Miscellaneous Provisions	61
Duration of Agreement	63

RECOGNIZED ATHLETIC/CO-CURRICULUR POSITIONS
HACKETTSTOWN HIGH SCHOOL ATHLETIC SALARY GUIDE
HACKETTSTOWN HIGH SCHOOL ACTIVITY SALARY GUIDE
TEACHER SALARY GUIDES
GENERAL SECRETARY & PRINCIPAL’S SECRETARY SALARY GUIDES
CUSTODIAN SALARY GUIDES
TEACHER ASSISTANTS & BUS DRIVER HOURLY SALARY GUIDES

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Classroom Teachers
Librarians
Nurses
Learning Disability Teacher - Consultant
Guidance Counselors
School Psychologist
Speech Correctionists
Social Worker

In-School Suspension Coordinator (this will be a full-time non-certified position, and the person employed therein shall receive full insurance benefits as per Article XVIII but otherwise receive benefits accorded to non-certified personnel).

Custodians
School Building Secretaries
Full-Time Teacher Assistants -
 Defined as no less than 35 hours
Full-Time Permanent Bus Driver -
 Defined as no less than 2 runs per school day

Excluded from this recognition are :
 Secretary to the Superintendent
 Administrative Assistant

Secretary to the Director of Curriculum & Instruction
Assistant to the Business Administrator/Asst. Board Sec.
Accounting/Data Processing Specialist I
Accounting/Data Processing Specialist II

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Parties agree to enter into collective negotiation over a successor Agreement.
Negotiations for the successor Agreement shall commence no later than one hundred twenty (120) days prior to the Board's required budget submission date (as defined in PERC regulations) but in no event later than December 15 of the year prior to termination of the Agreement.

- B. This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definition: A “grievance” is a claim by an employee or the Association on behalf of an employee or group of employees based upon an alleged misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions rendered there-under affecting the terms and conditions of employment.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, a resolution to differences concerning the rights of the Parties regarding terms and conditions of employment. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Association agrees that those items which are expressly related to the Ridgefield Park decision of the New Jersey Supreme Court will not be subject to the Grievance Procedure.

- C. In the following procedure it is understood that the employee has the option to proceed either directly or to be accompanied by a representative of the Association:
1. The Parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any questions or proposal until the procedures in the Agreement are fully exhausted. A grievant who does not meet the timelines as

prescribed automatically waives the right to further appeal, and the grievance shall automatically be considered null and void.

2. Any Board of Education employee who has a grievance (as heretofore defined) shall within thirty (30) calendar days following the occurrence of the alleged happenstance present it first to the Professional Rights and Responsibilities Committee of the Hackettstown Education Association to decide the worth of the grievance. The P.R. & R. Committee shall make a decision within twenty (20) calendar days. If the employee is dissatisfied with the decision of the P.R. & R. Committee, the employee has the right, within fourteen (14) calendar days to continue the grievance by discussing it with the Supervising Principal (or the Immediate Superior, if applicable) in an attempt to resolve the matter at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee shall, within eight (8) calendar days, set forth the grievance in writing to the Principal. To be timely and effective the written grievance must set forth in reasonable detail the underlying facts, the contract violations, and the remedy sought. The Principal shall communicate the decision on the matter to the employee in writing within eight (8) calendar days of the receipt of the written grievance, carbon copy to go to the Principal and Superintendent.

4. The employee may appeal the Principal's decision within fourteen (14) calendar days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall arrive at a decision within fourteen (14) calendar days of receipt of the written appeal. The Superintendent shall communicate the decision on the matter in writing, along with supporting reasons, to the employee, carbon copies to be provided to the Principal, Superintendent, and the Board.

5. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request, within fourteen (14) calendar days, that a committee of the particular employee organization such as the Hackettstown Education Association's Professional Rights and Responsibilities Committee, which includes employees of the Hackettstown School System, review the grievance. The Committee will use its best influence to eliminate grievances which in its opinion are not worthy of further consideration. If the matter is not resolved within twenty-eight (28) calendar days, the Committee shall drop the matter from further consideration.

6. If after all preceding steps as stipulated heretofore have been utilized and a grievance alleges misinterpretation, misapplication or violation of the Agreement, the employee shall refer the grievance through the Superintendent's office to the Board of Education within eight (8) calendar days of the determination of the HEA's P. R. & R. Committee. The appeal to the Board must be in writing and

must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within sixteen (16) calendar days after the conference. Carbon copies shall go to the Principal, Superintendent, and the Board.

7. If the grievance involves misinterpretation, misapplication or violation of the written Agreement, the employee shall have the right within twenty (20) calendar days following the decision of the Board, to request binding arbitration pursuant to rules and regulations established by the American Arbitration Association under the provisions of New Jersey Law. The arbitrator's opinion and award shall be in writing and shall contain detailed findings and conclusions. The arbitrator shall be without authority to add to, modify or delete any of the provisions of this Agreement. The recommendation for settlement made by the Arbitrator will be binding on both Parties. The cost of the Arbitrator's services, if any, shall be paid by the losing party and each of the Parties shall bear their own costs.

8. If the grievance alleges misinterpretation, misapplication or violation of Board policies or administrative decisions involving the interpretation or application of Board policies, the grievance may be referred through the Superintendent's office to the Board of Education within four (4) school days of the determination of the HEA's P. R. & R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its

determination in writing within sixteen calendar days after the conference.

Carbon copies shall go to the Principal, Superintendent and Board. Said grievance shall not be subject to binding arbitration.

9. No claim by an aggrieved party shall constitute an arbitrable grievance beyond Board level or be processed beyond Board level if it pertains to:
 - a. any matter for which a detailed method of review is prescribed by law, or
 - b. any rule or regulation of the State Commissioner of Education, or
 - c. any existing by-laws of the Board of Education, or
 - d. any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone, or
 - e. any complaint of a non-tenured teacher which arises by reason of not being reemployed.

10. When it is determined by the H.E.A. that a court appeal shall be undertaken following an arbitrator's decision, the following conditions shall prevail. If the court rules in favor of the Association, the Board of Education will compensate the Association up to a maximum of \$1,000 for attorney's fees and court costs in conjunction with all court proceedings. On the other hand, if the court rules in favor of the Board, the Association will compensate the Board up to a maximum of \$1,000 for attorney fees and court costs in conjunction with all court proceedings. In no event, however, will either Party be liable to pay in excess of \$2,000 within the existence of the negotiated Agreement for such costs.

ARTICLE IV
EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any such activity. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Laws or other applicable laws and regulations.
- B. The Board and the Association agree that there shall be no disciplinary action, reprimand or deprivation of any employee's rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause. Nothing stated in this paragraph B shall be construed as granting contractual tenure to the employees covered by this Agreement. It is expressly agreed that the just cause standard set forth in this paragraph B shall not apply to the Board's decisions regarding either annual appointments or mid-term terminations of non-tenured employees, since the employment relationship is deemed to be at will.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to comply with all reasonable requests by the Association for available information within the public domain which may be necessary for the Association to process any grievance or complaint.

- B. The Association shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall approve in advance of the time and place of all such meetings.

- C. The Association shall have the privilege of reasonable use of the interschool mail facilities and school mail boxes.

- D. The President of the Association shall meet with the Superintendent for the purposes of scheduling five (5) periods or release time not to exceed 200 minutes per five-day week for the President or a teacher designee in periods other than normal preparation and lunch to conduct Association business.

It is understood that arrangements may vary from year to year depending upon the needs of the educational program and that any conduct of Association business will not interfere with the educational process of the District.

The above cited meeting shall occur prior to September 10. Said schedule shall be established no later than September 15 of each contract year.

- E. The HEA president shall have, with the prior approval of the Superintendent, one (1) day a month release time for the purpose of attending conferences and seminars.

ARTICLE VI
TEACHER WORK YEAR

- A. A committee of three (3) employees shall be appointed by the Association to advise and recommend to the Administration an appropriate calendar for the school year on or before March 1, from the period September 1 to June 30.

- B. The teacher work year shall consist of a minimum of one hundred eighty-two (182) student instruction days, one (1) teacher day prior to the start of school, and, at the Superintendent's discretion, two (2) full teacher workshop days.

- C. Teachers shall have the day prior to the last day of school as a workday.

- D. The annual teacher work year shall not exceed 186 days, as per Article VII(C) (1).

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall have a daily duty-free lunch of at least the following lengths:
 - 1. Primary School.....30 minutes
 - 2. Middle School.....30 minutes
 - 3. High School.....30 minutes

- B.
 - 1. Classroom teachers shall, in addition to their lunch period, have preparation time daily during which they shall not be assigned to any other duties.

 - 2. When a teacher is requested to forfeit an unassigned period to cover a class or activity of another teacher, the teacher shall be compensated at the rate of thirty (30) dollars per period. Such coverage shall be arranged by the Building Principal or with the approval of the Building Principal.

- C.
 - 1. The in-school work year for the professional staff employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed 186 school days.

 - 2. Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article VII C. 1. shall be compensated at a salary proportionate to the teacher's regular salary.

3. Professional employees shall be required to report for duty ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as stated in Article VIII E. There will be no professional meetings on Fridays and on days preceding holidays and vacations.
- D.
1. Building-based teachers may be required to remain after the end of the regular day, without compensation, for the purpose of attending building faculty and other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and, ordinarily, last no more than sixty (60) minutes. If a meeting shall exceed sixty (60) minutes, a teacher may leave after such length of time has been reached. The number of meetings called by individual building Administrators will not exceed ten (10) regular and five (5) additional or special meetings during any school year. These do not include meetings called by the Superintendent of Schools.
 2. The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to regular meetings. Teachers shall have the opportunity to suggest items for the agenda. This requirement of notice and agenda for meetings shall be waived in cases of emergency.
- E. No specific limit shall be set as to the size of any class. However, everything possible

shall be done to establish and maintain class groups that are reasonable in pupil size commensurate with an effective educational program.

F. The Middle School Day is six hours and fifty-five minutes in length. The High School block teachers' schedule consists of three teaching periods and a thirty minute lunch daily, as well as three hundred minutes of planning time per week, and one hundred minutes of duty time per week.

G. It is the intent of the PR&R Committee to intervene in situations that it deems appropriate at the request of the building principals. This function will be available for the duration of this agreement.

ARTICLE VIII
TEACHER EMPLOYMENT

- A. Credit for previous outside teaching experience in a duly accredited school may be granted new employees of the Board at the time of initial employment. Credit for military service shall not exceed four (4) years.

- B. It is the intent of the Board to notify teachers of their contract and salary status for the ensuing year as early in the school year as possible to comply with law.

- C.
 - 1. Only undergraduate or graduate credits earned after the awarding of the Bachelor's degree, and approved by the Superintendent, will be recognized as credit toward Bachelor's Plus 15 or Bachelor's Plus 30 on the salary scale.

 - 2. To qualify for placement on the Master's Degree Plus 30 scale, a person must have earned a Master's Degree and, in addition, must have accumulated a minimum of 30 additional graduate credits after obtaining the Master's Degree.

 - 3. Advancement from one category to another on the salary guide shall be granted effective September 1 and February 1. Payment shall be made retroactive to September 1 and February 1 upon presentation of evidence of eligibility, which must be presented no later than September 30 and February 28.

 - 4. Effective July 1, 1991, teachers who have previously passed Step 16 on the salary

guide and then make a horizontal movement on the guide shall receive a one-time compensation as follows:

The first year a teacher is eligible to move laterally from one category to another, the teacher's salary will be computed in the normal manner with reference to the new column. Plus, a one-time addition will be made in an amount equal to the difference between Step 16 of the new category and Step 16 of the previous column. Thereafter, the teacher's salary will be computed in the normal manner.

5. An employee shall advance on the salary guide for the succeeding year (where a step is available), if he/she has worked or has been on a paid leave of absence of any kind provided by this agreement, for more than a total of ninety-three (93) days during the current year.
- D. All full-time teacher appointments are to be on a ten (10) month contract basis with summer appointments separately contracted. The Child Study Team (CST) will work a maximum of seven (7) days during the summer. The specific days will be mutually agreed upon by the employee and supervisor of special education to avoid conflicts with the employee's scheduled vacation. During the school year, the employee and supervisor of special education will mutually decide what days the employee would be off to compensate for days worked during the summer.

ARTICLE IX

SALARIES

The salaries of all employees covered by this Agreement are set forth in the schedules which are attached hereto and made a part hereof.

- A. The first paycheck will be issued on September 15.

When pay day is on or during a school holiday, vacation, weekend or bank holiday, employees shall receive their paychecks on the last previous work day. Pay dates shall be posted in each building. In the event that there is a computer malfunction which precludes payrolls in accordance with the time cited in the Agreement, payment shall be made as soon as possible after the malfunction is corrected. The Board shall seek to correct the computer malfunction as expeditiously as possible.

- B. Ten-month employees shall receive their final checks on the last working day in June provided they have fulfilled all professional responsibilities to the satisfaction of the Administration.

- C. Guidance Counselors will work 2-3 days after the end of the school year, and 2-3 days before the beginning of the school year, not to exceed four (4) days. An annual payment of \$3,091 shall be allotted to guidance counselors for each year of this agreement to compensate them for the extra days mentioned above and in recognition of work beyond

the school day to deal with, but not limited to the following: parental conferences, record keeping, special student problems, and personalized services. The Student Assistance Counselor (SAC) will receive an annual stipend of \$3,091 as compensation for duties and responsibilities as the SAC for each year of this Agreement.

- D. Employees who are not paid stipends or are not a member of the Child Study Team (as per Article VIII-D) or are not on a 12 month contract, shall be compensated for work days assigned beyond the regular work year at the rate of 1/200th of their regular salary for each day worked. An exception will be for employees not on the Child Study Team who must attend IEP meetings. These employees shall be compensated at their hourly rate of current salary for the time worked beyond the normal workday and year of 186 days.
- E. The Board will review and appoint all coaching and co-curricular positions each year. Applications for such positions are to be submitted to the Board Office by March 1 preceding the year for which appointment is requested. The Board will notify applicants of appointment by May 30.
- F. Home Instruction payment is to be thirty (30) dollars per hour for the duration of this contract.
- G. Employees have the option of selecting a savings plan with the Board of Education selecting a local bank depository.

- H. Team Leaders at the Middle School shall be paid an annual stipend of \$750.
- I. A high school teacher who teaches a fourth block during any semester shall receive as an addition to his/her pay an amount equal to one sixth ($1/6$) of his/her semester's base salary (one half of his/her base pay for the current year) if the fourth block is a new preparation, or, if the fourth block is a repeat of a class preparation for any of the other three blocks taught by the employee in either semester of the current year, the compensation shall be one eighth ($1/8$) of his/her semester's base salary, or three thousand (\$3,000) dollars, whichever is greater.
- J. District presenters shall be compensated at the rate of forty (\$40.00) dollars per hour.

ARTICLE X
ASSIGNMENT

- A. Upon request, all teachers, teacher assistants and bus drivers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 15.

- B. In the event that changes in such schedules, class and/or subject assignment, building assignments, or room assignments are proposed after August 15, any teacher so affected shall be notified in writing.

ARTICLE XI

TRANSFERS AND REASSIGNMENTS

- A. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.

- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employees shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

- C. An employee who is involuntarily transferred shall be given the reasons for transfer in writing. The employee's immediate supervisor shall arrange a meeting with the employee to discuss the transfer.

- D. Any employee (except for custodians, see ARTICLE XXIII, K) who is involuntarily transferred shall have the right to appeal the transfer to the Superintendent of Schools and the Board of Education. If the employee requests a meeting with the Board of Education to discuss the employee's appeal, the request shall be honored and the Board of Education shall meet with the employee as soon as is practical, which shall normally be at the Board's next regularly scheduled meeting following receipt of the employee's request but shall in no event be later than the second regularly scheduled meeting following receipt of the employee's request.

E. This Article shall not pertain to involuntary shift rotations for custodians as set forth in Article XXIII.

ARTICLE XII
PROMOTIONS

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent.

ARTICLE XIII
TEACHER EVALUATION

- A. The procedure for evaluation shall be as defined in the Board policy for teacher evaluation and is incorporated by reference in this Agreement. It is agreed that the Board retains all rights to establish criteria for teacher evaluation.

- B. All teacher evaluations shall be conducted by persons certified by New Jersey Board of Examiners to supervise instruction.

- C. All formal evaluations will be discussed with the teacher being evaluated.

ARTICLE XIV

SICK LEAVE

- A. Ten (10) month contract employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve (12) month contract employees shall be entitled twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years.

- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.

- C. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Violation of sick leave policy will result in loss of pay for the day or days involved.

- D. All employees, except teacher assistants and bus drivers, upon retirement and proof of eligibility under T.P.A.F. or P.E.R.S., after ten (10) years of regularly appointed service in the Hackettstown School District, shall receive a lump sum payment of thirty (30)

dollars per day for each day of unused accumulated sick leave which was accumulated while employed in the Hackettstown School District. Such payment shall be limited to ten (10) days per year for all employees. Upon death of eligible employee prior to retirement, entitlement amount shall be paid to employee's estate. This paragraph applies only to those individuals who were employed before July 1, 1996. Employees hired on or after July 1, 1996, may accrue a maximum of one hundred (100) sick leave days for which they may receive payment upon retirement.

ARTICLE XV
TEMPORARY LEAVE OF ABSENCE

All full-time contract employees shall be entitled to the following leaves of absence with full pay each school year:

- A. Two days of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification by telephoning the answering service and stating that day of absence is to be a personal day. No more than one personal day may be used either before or after a holiday to meet personal responsibilities, which cannot be scheduled at another time, but only with the prior approval of the Chief School Administrator. However, no reasonable requests for such use will be denied, and any denial shall be subject to the grievance procedures of this agreement. A holiday shall be defined as all work days where schools are closed in accordance with the approved school calendar for that year. Should the district calendar change for emergency reasons, a staff member who has available personal days may utilize that accrued time for the rescheduled workdays, but only upon prior presentation to the Chief School Administrator of prepaid reservations or prepaid transportation tickets.

- B. Personal leave day may be used for religious absence.

- C. If death occurs in the immediate family of any employee, that employee will be allowed

absence, without reference to sick leave, at full pay as follows: Allowance of five (5) days for parents or legal guardians, mother and father-in-law, spouse and children including adopted, step or foster children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law, and one day for aunt or uncle.

In event of miscarriage resulting in involuntary termination of pregnancy, up to three days of absence with pay without reference to sick leave shall be allowed under circumstances where the employee has previously, at earliest indication of pregnancy, notified the Board of intent to leave for maternity and date of commencement of leave and the employee provides the Board with physician certification of miscarriage.

- D. In the event of illness in the immediate family which creates an emergency situation, an employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents or legal guardians, spouse and children, including adopted, step or foster children living in the household.
- E. Employees shall be granted a maternity leave under existing State Law. In keeping with State Law, accumulated sick day entitlement may be used for periods of disability caused by reasons of pregnancy and maternity.
- F. Temporary leave of absence without pay may be granted or denied to full time contract employees. Such leave, for any reason or number of days, shall be granted or denied on a case by case basis at the sole discretion of the Chief School Administrator and such

action shall not serve as a precedent with regard to future leave requests.

G. GOOD ATTENDANCE INCENTIVE:

The Board shall pay the following amounts at year end to employees not using personal illness, family illness or personal days during the year, according to the following schedule:

<u>DAYS ABSENT</u>	<u>PROFESSIONAL STAFF</u>	<u>SUPPORT STAFF</u> <u>TEACHER ASSISTANTS</u> <u>BUS DRIVERS</u>
0-days	\$ 1,000	\$ 500
1-2 days	\$ 250	\$ 150

To be eligible for the good attendance incentive amounts set forth above, a 10 month employee must have commenced employment by no later than November 1 and must have completed the remainder of the full school year, and a 12 month employee must have commenced employment by no later than September 1 and must have completed the remainder of the full school year.

ARTICLE XVI

EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted a leave of absence shall be required to notify the Board of intent to return or not return to work not less than three (3) weeks prior to expiration of the leave. Such leave, for any reason or number of days, shall be granted or denied on a case by case basis at the discretion of the Board and such Board action shall not serve as a precedent with regard to future leave requests.
- B. The Board of Education may grant a sabbatical leave of absence to a teacher for a full school year upon the recommendation of the Superintendent of Schools and subject to the following conditions:
1. The teacher has completed at least seven (7) years of continuous full-time service in the Hackettstown School System prior to the first sabbatical leave and seven (7) continuous full years of service between subsequent leaves.
 2. The teacher shall agree to devote the sabbatical leave of absence to study which will contribute substantially to the teacher's educational growth.
 3. During the sabbatical leave, the teacher agrees not to engage in any full-time employment for remuneration.

4. The teacher shall agree to remain in the service of the Hackettstown School System after the expiration of the sabbatical leave for at least two (2) full years. If the teacher fails to comply with the foregoing two (2) full years provision, the teacher shall return to the Board one-twentieth ($1/20$) of the compensation received while on sabbatical leave pursuant to section 5 below for every month (or major portion of a month) by which the teacher failed to comply with said two (2) full years period. A bond shall be posted by the person granted the sabbatical leave that will cover all costs to the Board for the time during the sabbatical leave, in the event that the teacher fails to comply with the terms of this agreement.
5. During a sabbatical leave a teacher shall remain in the inactive employ of the Board and shall receive an annual compensation equal to fifty (50) per cent of the ten (10) month contract for that year. From this compensation there shall be made the regular deductions for the Teachers Pension and Annuity Fund and such other deductions required by law and/or normally requested by the teacher.
6. Upon the return from the sabbatical leave, the teacher shall be placed on the same level of the salary schedule which would have been achieved if actively employed in the system during the period of the leave.
7. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) per cent of full-time certificated teachers during any single

school year.

8. Petitions for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed on by the Association and the Superintendent no later than January 1, preceding the school year for which the sabbatical leave is requested. Action shall be taken by the Board no later than March 1 following submission of the request.
9. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study in the form of passing grades in order to advance on the salary scale. Otherwise, the teacher shall return at the salary level payable during the sabbatical leave.
10. If the leave is granted for research, successful evidence of completion, of or advancement in, the research study must be submitted to the Superintendent in order to qualify for salary increment advancement as indicated above.
11. Persons granted a sabbatical leave shall be required to make continual reports to the Superintendent of Schools indicating progress of the sabbatical leave so as to assure that the purpose for which it was intended is being attained. (Such reports shall not be the sole cause for surrender of the sabbatical).
12. Upon return, the person granted the sabbatical shall make a full report to the

Board of Education and Superintendent. Such report shall be subsequently filed in the appropriate area of the school library. Publishers' rights shall not be denied the author regardless of whether or not the material is copyrighted.

- C. Child Care Leave — It is the intent of the Board to show its concern for the continuity of the educational process. The Board's first responsibility is to the students of this district. The Board is also willing to show concern for the children of its employees by granting a child care leave at its discretion.

The leave may be granted for up to two full school years with the inclusion of federal and state statutes. The time frame of the leave should not disrupt the continuity of the educational process.

Any employee granted this leave shall be required to notify the Board of intent to return or not to return to work by April 1st, for the following school year.

In extreme case of hardship, a forty-five day notice of intent to return to work is required prior to the originally agreed upon return date.

ARTICLE XVII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board as soon as possible to advise and recommend programs to guarantee the safety of employees, students and property.

ARTICLE XVIII
INSURANCE PROTECTION

A. Health Care Coverage

The Board shall provide health care insurance protection as designated below, except to teacher assistants and bus drivers. The Board shall pay full premium for family, single or dependent plan. Provisions of the health care insurance program shall be detailed in master policies and contracts. The Board of Education will not assume any liability or admit any liability for any coverage or benefits not provided in the master policy.

Full time non certified employees excluded in the preceding paragraph may purchase all or part of the district's health benefits program through payroll deduction with pre-tax dollars. The district will make the necessary arrangements for a cafeteria 125 plan to allow for this benefit.

1. Provisions of health care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and therapy treatments
- d. Maternity costs

- e. Surgical costs
- f. Major Medical coverage, lifetime maximum unlimited

Prescription Coverage co-pay - \$10.00 generic, Prescription Coverage co-pay - \$10.00 generic; \$20.00 preferred brand on drug plan list and \$35.00 for non preferred name brand drugs not listed. Mail order prescriptions are subject to the same co-pays for each category.

Effective June 1, 2006, employees shall no longer have the ability to submit prescription drug co-pays for reimbursement through Major Medical. For the term of this collective bargaining agreement only, employees will be eligible to be reimbursed for prescription co-pays (on a pro-rated basis for co-pay amounts) above an annual amount per employee of \$500 single and \$1,000 family. The maximum liability to the Board for this benefit shall be \$10,000 annually. This reimbursement provision shall sunset at the expiration date of this collective bargaining agreement.

- 2. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

3. Effective June 1, 2006, office co-pay visits under the current health insurance plan shall increase to \$15 per visit.
4. Effective June 1, 2006, the out-of-network coverage percentages for out-of-network coverage shall change from 80%/20% to 70%/30%. Effective that same date, annual deductibles shall increase to \$300 for single coverage and \$600 for family coverage.
5. Retirement Coverage

For retirement coverage, upon retirement and proof of eligibility under T.P.A.F. or P.E.R.S., said retirees must subscribe to both medical and prescription benefits as set forth in paragraphs A. 1 and A. 2 of this article at group subscriber rates as available to the Board. In these cases premiums will be payable by the employee to the Board in accordance with requirements of the Board and the insurance carrier.

Dental coverage is not offered as part of this retirement coverage.

B. Dental Care Coverage

The Board shall provide employee and family dental care insurance, except teacher

assistants and bus drivers, as follows:

1. Provisions of Coverage

Preventive and Diagnostic 100%

Basic Service 80%

Prosthodontic Service 50%

Child Orthodontia coverage \$800 per case

Maximum amount \$1,000 per person, \$50 annual deductible per person or \$150 per family (not applicable to preventive and diagnostic).

C. The Board shall request the carrier to provide to each employee a description of insurance coverage provided under this Article no later than the beginning of the contract year setting forth a clear description of the conditions and limits of the policy.

D. Complete Annual Coverage

The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 for employees on contract continuing in the employ of the Board following the summer recess. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation coverage.

E DROP CLAUSE INCENTIVE

(Applies to coverage under A and B) An annual cash incentive of \$2,000 to an employee married to district employee or covered elsewhere to drop all coverage or an annual cash incentive of \$1,200 to an employee married to district employee or covered elsewhere to convert from family to individual coverage. This cash incentive will be paid in a lump sum by the 15th of September of each year of this Agreement. If circumstances change, prorated adjustment of cash incentive will be made for employees who change coverage. Notification to Business Office needs to be given by June 1 of any changes to go into effect the following school year.

ARTICLE XIX

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Hackettstown Education Association, the Warren County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.

- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.

- C. An employee who has authorized the deduction of educational dues may withdraw such authorization by filing a notice of withdrawal, which shall be effective to halt deductions as of January 1 or July 1, next succeeding the date on which notice of withdrawal is filed.

- D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of N.J.S.A. 34:13A-5.4 (Agency Shop Law).

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all costs of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

- E. The Board agrees to deduct salary withholdings for U.S. savings bonds from an employee's paycheck upon receipt of written notice from the employee to do so.

- F. A tax sheltered annuity plan shall be implemented for those wishing to have deduction from salary for this purpose. An employee is provided the option of selecting one of the plans which are mutually satisfactory to both the H.E.A. and the Board of Education.

- G. The Board shall make automatic payroll deposits for employees making written request to the Board Office by completing form provided by the Board.

- H. The Board agrees to deduct salary withholdings from an employee's paycheck for a credit union, which is mutually satisfactory to both the H.E.A. and the Board of Education, upon receipt of written notice from the employee to do so.

- I. All salary deductions shall be deposited in the approved depositories of the organizations noted in this article on a pay by pay basis (twice each month).

ARTICLE XX

INSTRUCTIONAL COUNCIL

The Instructional Council shall be organized as follows: one member of the Board of Education (appointed by the President), the Superintendent or his designee, the High School or Middle School Principal, one Elementary Principal, and five (5) teachers designated by the Association (with all schools being represented). The meetings shall be called by the Superintendent, either at the Superintendent's discretion or upon the request of any member of the Council. There shall be a minimum of two (2) meetings per year; the chairpersonship shall be rotated from teacher to non-teacher yearly and the meetings shall be held after school hours. Under no circumstances should any session be called without specified agenda items listed for discussion.

The purpose of the Council shall be to research and study matters of educational concern and present the results of such study along with any recommendations to the Board. A copy of results of the study shall also be forwarded to the Association.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. It is the intent of the Board to pay the Rutgers University in-state rate for graduate and undergraduate credit hours to a maximum of twelve (12) credits earned per person earned per school year consistent with paragraph B hereof. However, in order to provide maximum opportunity for all qualified employees to be reimbursed, no payments shall be made until the end of each school year. Verification of successful completion must be submitted by July 30 to be considered for reimbursement at the end of the present school year. Then, if total monies for reimbursement set forth in paragraph D have not been exceeded, each employee shall be reimbursed to the maximum allowable above; provided all of the requirements have been met. If the total amount has been exceeded, then the payment shall be prorated among the qualified applicants until the total fund shall be exhausted. Reimbursement amount will not exceed the actual cost per credit paid by employee. To receive remuneration, applicant must apply for reimbursement within six (6) months of completion of the course and must be an employee of the Hackettstown School District. Reimbursement is limited to courses for which a passing grade of "B" or higher is earned. In order to receive the reimbursement, the applicant must be in the employ of the district at the time the reimbursement is to be made, and must present receipt of payment from the college or university together with an official transcript and district claim form. Any applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and have accepted employment with Hackettstown for the following year.

- B. Except for specific undergraduate credits required by the Board, reimbursement for graduate credits only will be granted to professional persons, i.e. teachers, guidance personnel, librarians and nurses. To be eligible for such payment these persons (1) must have received advance approval of at least two weeks from the Superintendent of Schools to pursue a course or courses; (2) shall provide professional evidence of successful completion; and (3) courses must be in the area of the teacher's teaching assignment.

- C. Other employees may apply for reimbursement for course study for which undergraduate credit is given. However, it is not the purpose of the Board of Education to subsidize payment for college work leading toward attainment of a baccalaureate degree. Rather, it is the intent of the Board to have courses approved by the Superintendent only when, in the Superintendent's judgment, they will be of specific benefit to the District through enhancement of the employee's work in the employee's particular position.

- D. The maximum liability to the Board shall not exceed \$24,000 the 2005-2006 school year, and not exceed \$29,000 for each of the 2006-2007 and 2007-2008 school years.

- E. A statement of available balance of funds each year shall be periodically posted in each building. The above procedure shall be effective July 1, 2006, with 2006 summer course work tuition costs to be reimbursed in the summer of 2007.

ARTICLE XXII

BOARD'S RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, assign and retain employees in positions in the School District and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE XXIII
CUSTODIAL STAFF

- A. The Superintendent of Schools may dismiss a custodian beyond the probationary period by giving sixty (60) calendar days notice in writing. Such dismissal shall be accompanied by written charges brought because of inefficiency, incapacity, conduct unbecoming a custodian, or other just charges.

Any custodian who has been employed full-time beyond a period of one (1) year shall have the right to appeal the dismissal action of the Superintendent to the Board of Education. This appeal must be submitted, in writing, to the Secretary of the Board within fifteen (15) calendar days of notification of dismissal. The formal hearing of the appeal by the Board shall take place within fifteen (15) calendar days of its receipt by the Secretary. It shall require a majority of the entire Board (five (5) votes) to sustain the action of the Superintendent; otherwise, the custodian will be reinstated to his/her position. The vote shall not be delayed beyond the next regularly scheduled meeting. Failure to vote within this prescribed time shall be deemed a decision adverse to dismissal.

Further, it shall be the responsibility of the Supervisor of Buildings and Grounds to make certain that adequate procedures exist to inform a custodian in writing that his/her performance does not meet standards required by the District. Any custodian beyond the probationary period must receive written notification from the Supervisor of Buildings

and Grounds that a recommendation of dismissal is being made to the Superintendent and that termination of employment could result. This notification shall be accompanied by reasons, also in writing, as to why said recommendation is being made.

None of the above is to be construed as waiving the authority of the Superintendent to suspend any employee, professional or non-professional. (Such right is established by law).

These rights shall not apply to custodians who have not satisfactorily completed their probationary period, nor do they apply to custodians who are dismissed due to reduction in force.

- B. The Board agrees that, in addition to the current practice of allowing the head custodian and the lead maintenance person two (2) days of attendance at the N.J.E.A. convention, all other custodial and maintenance personnel shall be allowed (1) day to attend said convention. The days to attend said convention shall be rotated on a one-man-on one-man-off basis. Such scheduling is to be developed by the Supervisor of Buildings and Grounds.
- C. The Board shall allow each custodian and maintenance employee up to \$100.00 per year to purchase approved safety shoes. Specifications and type of shoe(s) are to be determined by the Supervisor of Buildings & Grounds. Prescription safety glasses will be provided by the Board as needed with the approval of the Supervisor of Buildings and

Grounds.

- D. The Board shall allow each custodian and maintenance employee required to work outside on a regular basis during the winter months up to \$100.00 per year to purchase an approved winter weight work jacket or coveralls. Ten (10) stand-by jackets for custodians and maintenance winter use and ten (10) standby sets of rain gear will be provided by the Board for custodial and maintenance use. Said uniforms will be delivered to each custodial maintenance employee no later than the last workday prior to the arrival of the certified staff at the beginning of each school year.

The Board shall purchase five (5) uniforms for all contract maintenance and custodial employees and shall provide coveralls for head custodians and lead employees.

Specification and type of winter weight work jacket and rain gear are to be determined by the District Business Administrator and a representative of the custodian/maintenance unit.

The wearing of uniforms and safety shoes as provided for by the Board of Education is mandatory. Failure to comply with this provision may result in disciplinary action as recommended by the Supervisor of Buildings and Grounds to the Superintendent of Schools.

- E. Custodian and maintenance employees working under a twelve (12) month contract shall

receive twelve (12) sick days.

- F. Custodian and maintenance employees required to work on a Sunday or an enumerated holiday shall receive double pay.

- G. Custodian and maintenance employees required to work overtime shall receive a wage guarantee of one (1) hour minimum.

- H. Custodians with Black Seal License will receive an annual stipend of \$900. Said stipend to be off the guide. All custodian and maintenance employees beginning employment in the District on or after July 1, 1989, shall be required to obtain a Black Seal Boiler License by the end of the second year of employment as a condition of employment and to maintain current such license.

- I. The following holidays will be granted maintenance and custodian employees:
 - 1. New Year's Day
 - 2. President's Holiday Weekend (to include Washington's or Lincoln's birthday)
 - 3. Good Friday
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Thanksgiving Day
 - 8. Day after Thanksgiving Day
 - 9. Christmas Eve Day
 - 10. Christmas Day
 - 11. New Year's Eve Day
 - 12. One floating holiday to be taken with prior approval of Supervisor

If a holiday falls on a weekend, the custodians and maintenance staff are to be given either the last working day prior to the holiday or the first working day after the holiday off. The Board of Education will decide whether the custodians and maintenance staff get the day before the holiday off or the day after the holiday.

J. Vacation entitlement for custodian and maintenance employees shall be as follows:

Completion of 1-6 years in District.....	2 weeks
Completion of 7-12 years in District.....	3 weeks
Completion of 13 and over in District	4 weeks

Accrual of vacation entitlement is to be as of service anniversary date and will be prorated for the current year in which the entitlement is earned. Vacation can be taken at any time during the school year at the discretion of the Supervisor of Buildings and Grounds and the Business Administrator.

K. The administration has the ability to rotate shifts with a 30-day notice and for a minimum of three (3) months and no more than two involuntary shift rotations per employee in one school year.

L. Custodial staff employed by the district prior to the 2002 partial privatization of custodial services shall receive the following salary adjustments:

2005-2006	4.2 percent increase in their 2005-2006 base salaries.
2006-2007	4.3 percent increase in their 2006-2007 base salaries.
2007-2008	4.4 percent increase in their 2007-2008 base salaries.

ARTICLE XXIV

SECRETARIAL STAFF

- A. During the school year the secretarial work day shall consist of eight (8) hours, with the Building Principal arranging time to best serve school needs. Normally, this will be from 8 to 4 p.m.

Summer office hours shall consist of seven (7) hours, with the Building Principal arranging time to best serve school needs.

All secretarial and clerical staff employees shall have a one (1) hour lunch period throughout the year which is included in their workday schedule.

On Holy Thursday, Thanksgiving Eve, the day prior to Christmas recess and Spring break and on last day of school secretaries and clerical staff shall be permitted to leave one half hour after dismissal of students.

Each secretary shall be paid straight time up to forty hours; after forty hours, time and one-half of the secretary's pay shall be paid.

- B. During the spring and winter recesses, secretaries will be required to work no more than two (2) days in each of the vacation periods. Two (2) days work requirement during

spring and winter recesses shall be arranged by each school principal.

- C. On days when school is closed for inclement weather, secretaries shall not be required to report for work.

- D. When a secretarial employee of the Hackettstown District is promoted from one category to another, the employee shall receive the differential in salary between the two categories plus the employee's negotiated raise.

- E. The Board agrees that twelve (12) month secretaries shall be entitled to summer vacation anytime from the closing of school in June to the opening of school in September. Such vacations will be equally distributed throughout the vacation period. However, although vacation should be taken during the summer school closing period, some vacations may be taken at other times. In the latter case, employees must obtain prior approval of their Supervisor and the Superintendent. In all instances the Superintendent shall retain supervision of vacation schedules; however, no schedule will be unreasonably denied.

Vacation entitlement for twelve (12) month secretarial employees shall be as follows:

Completion of 1-6 years in District.....	2 weeks
Completion of 7-12 years in District	3 weeks
Completion of 13 and over in District	4 weeks

Accrual of vacation entitlement is to be as of service anniversary date and will be prorated for the current year in which the entitlement is earned.

- F. Copies of job descriptions for secretaries shall be available in the Superintendent's office.

- G The Board shall allow up to \$100.00 per fiscal year toward the purchase of prescription eyeglasses and/or contact lenses.

ARTICLE XXV

SUPPORT STAFF AND BUS DRIVER

1. Work Year/Day/Hours

- A. The employee work year shall consist of a minimum of one hundred eighty-two (182) student instruction days, and one (1) employee day prior to the start of school.
- B. In the event that more than four snow emergency days are required for school closings in any school year, the employee work year shall be adjusted only to insure one hundred eighty (182) student instruction days.
- C. Employees shall be paid a full day's pay for average day of work when there is inclement weather (early closing or a delayed opening).
- D. The workday shall consist of seven (7) hours which shall include a duty free lunch period of thirty (30) minutes. After eight (8) hours in one (1) day, employees will be compensated at a rate of one and one half times their hourly rate.
- E. In response to an Association request that overnight trips be converted from their historical nature as completely voluntary matters, to assigned and compensated work activities, it has been agreed that the hours spent on such overnight

assignments will be considered work assignments for which the overtime provisions of paragraph D above shall apply, with the express understanding that on each overnight assignment eight (8) hours per night will be considered sleeping time and will not be included in the calculation of working time for purposes of regular or overtime compensation.

2. Credit for Experience/Board to Notify Employees

- A. Credit for previous outside experience may be granted new employees of the Board at the time of initial employment. Credit for Military Service shall not exceed four (4) years.
- B. It is the intent of the Board to notify employees of their contract and salary status for the ensuing year not later than June 30th. Specific contracts will be drawn by August 1, with any subsequent change requiring a 30-day notice.
- C. When courses are required by the Board and successfully completed, employees shall be reimbursed the full cost per graduate or undergraduate credit.

3. Evaluations

- A. All formal written evaluations of employees shall be conducted openly and with full knowledge of the employee.

- B. Evaluation will be submitted in writing followed by a conference to discuss evaluation.
- C. The employee shall have the right to respond, in writing and have the response attached to the evaluation.
- D. The employee shall have the right to review the contents of his/her personnel file. The review of said file shall be conducted in the confines of the Administrative Office.
- E. No written evaluation shall be placed in the employee's personnel file unless the employee has had the opportunity to review the evaluation. The employee shall be given the opportunity to sign the evaluation. If it is not signed, the supervisor will so note and file the evaluation. The employee shall also have the right to submit a written answer to such material, and the employee's answer shall be attached to the file copy.

4. Transportation Staff

The Board shall allow each bus driver up to \$75.00 per year for the purchase of jacket(s) to be approved and purchased by the Supervisor of Buildings and Grounds.

5. Teacher assistants are to be scheduled for two duty-free breaks totaling 30 minutes during

each full school day and one break of 15 minutes during half-day sessions. The times and length of breaks will be determined administratively on an individual basis.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

- A. The Board shall not discriminate in its employment policies or practices as required by law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. 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 certified mail, return receipt requested, to the following addresses:
1. If by Association, to Board at the Board of Education Office
 2. If by Board, to Association President
- E. It is understood by all Parties that nothing contained herein shall be construed to deny or

restrict to the Board of Education such rights it has or may have under New Jersey School Laws or other applicable laws or regulations.

- F. This Agreement shall be Board policy for the duration of the Agreement.

- G. Employee required to drive their personal vehicle as a function of their employment shall be compensated at the IRS established rate per mile.

- H. A school nurse shall receive per diem pay for two days work prior to the opening of school each year to review immunization records.

