



AGREEMENT

BETWEEN

**THE NORTH HUNTERDON-VOORHEES
EDUCATION ASSOCIATION**

AND

**THE NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOL DISTRICT**

BOARD OF EDUCATION

FOR THE PERIOD

JULY 1, 2005 TO JUNE 30, 2008

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ARTICLE I

RECOGNITION

- A. The North Hunterdon-Voorhees Regional High School District Board of Education hereby recognizes the North Hunterdon-Voorhees Education Association as the exclusive representative for the purpose of negotiation under Chapter 123, New Jersey Public Laws of 1974, for employees of the Board in the following categories:
1. Professional Staff
 - a. Classroom Teachers
 - b. Guidance Counselors
 - c. Librarians
 - d. Nurses
 - e. Learning Community Leaders
 - f. Child Study Team Members
 - g. Athletic Trainers/Equipment Managers
 2. Student Activity Advisors, Coaches, Trainers.
 3. Support Staff
 - a. Educational Support Personnel
 - b. Custodians, Maintenance Personnel
(hereinafter referred to as "custodians")
 - c. Secretaries
 4. Exclusions to the bargaining unit shall include all administrative, supervisory, confidential and per diem employees.
- B. 1. "Board" shall herein refer to the North Hunterdon-Voorhees Regional High School District Board of Education.
2. "Association" shall herein refer to the North Hunterdon-Voorhees Education Association.
3. "Personnel", "Person", or "Employee" shall herein refer to members of the bargaining unit as defined in Article I, Section A above.

4. "Full Time" for the purpose of benefits only, shall be an assignment of at least 60% of the normal tour for members of the bargaining unit as defined in Article I A. above. Employees working less than 100% of the normal tour for members of their employee category shall have their pay appropriately pro-rated.

ARTICLE II

BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (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 for 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 take whatever action may be necessary to carry out the mission of the school district in situations of emergency; and (g) to establish and approve curriculum and to expect teachers to follow the approved curriculum.
- B. In addition to study opportunities listed elsewhere in this contract, the Board of Education may, at its absolute discretion, award additional grants to selected professional staff members for Board approved study either during the summer recess or during the regular school year. The Superintendent, after consultation with the Association, shall publish information on the availability of additional grants. These awards shall be made without regard to seniority and other established criteria. The decision of the Board is final.

ARTICLE III

NEGOTIATION PROCEDURE

- A. 1. The Board and the Association agree to enter into good faith collective negotiations over a successor Agreement in accordance with Chapter 123, New Jersey Public Laws of 1974, to reach agreement on the terms and conditions of personnel employment within the spirit of the law. Such negotiations shall begin at a mutually agreed time not later than the date established by the

New Jersey Public Employees Relations Commission (PERC). Any agreement so negotiated and ratified by the Board and the Association shall apply to all personnel.

2. Written copies of the Agreement shall be produced, and after ratification by the parties, shall be signed by duly designated representatives of the Board and of the Association.
- B. The Contractual parties mutually pledge that their representatives shall be clothed with authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, subject to ratification by the Board of Education and the Association in order to enter binding agreements.
- C. This Agreement shall not be modified in whole or in part except upon written agreement duly executed by both parties and thereafter made a part hereof.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint by an employee that there has been to him a personal loss or injury because of a violation, misinterpretation or inequitable application of Board policy, this Agreement, or an administrative decision affecting personnel.
2. An "aggrieved person" is the person or persons making such complaint.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A "day" for the purpose of this Article shall be any day, Monday through Friday, on which the District Administrative offices are open.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of personnel. Such solutions shall in no way alter, modify or otherwise change the terms and conditions of this Agreement. Both parties agree that these proceedings will be

kept confidential at every level of the procedure; however, such confidentiality shall not preclude either the Board or the Association from discussing the matter among its respective membership.

2. Nothing herein contained shall be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association. Such adjustment shall be consistent with the terms of this Agreement and the Association shall have the opportunity to be present and to state its view at the time such adjustment is made.

C. Procedure

1. All grievances, beginning at Level Two and processed through Level Six, shall be in writing, specifying at each level the following information:
 - a. a summary of the nature of the grievance;
 - b. contract article(s), board policy(ies), or administrative decision(s) allegedly being misinterpreted, misapplied, or violated;
 - c. remedy being sought; and
 - d. reason(s) for dissatisfaction with decision at previous level.
2. Level One - An employee's problem or complaint will be discussed with his immediate supervisor and/or with any other person involved. If the immediate supervisor and/or any other person involved refuses to discuss the problem or complaint or in the event of an unfavorable decision or no decision, the employee may initiate procedures set forth in Level Two.
3. Level Two - An employee's problem or complaint, after having been discussed with his immediate supervisor and/or with any other person involved, shall be submitted in writing to his principal within thirty (30) working days of the cause of complaint. A decision must be returned within ten (10) working days. In the event of an unfavorable decision or no decision within the time stipulated herein, the employee may initiate procedures set forth in Level Three.
4. Level Three - Within five (5) days of the unfavorable actions, stipulated in Level Two, the employee shall submit his written petition including all pertinent correspondence to the

Superintendent, who shall assign it to the proper administrator. Said administrator shall render his decision within five (5) days. An unfavorable decision, or no decision within the stipulated period shall entitle the employee to initiate procedures set forth in Level Four.

5. Level Four - Within five (5) days of the expiration of the period for consideration under Level Three, the employee may file his written petition and all supporting papers with the Association. Within three (3) days of receipt of such petitions and supporting papers, the Association shall refer them to the Superintendent. The Superintendent shall return his decision within five (5) days of receipt of the petition. In the event of an unfavorable decision or no decision within the stipulated period, the employee may institute action under the provisions of Level Five.

6. a. Level Five - Within ten (10) days of receipt of unfavorable action, or in the case of no action at Level Four, the Association may forward, a letter containing a resume of the points at issue including the reasons for dissatisfaction with previous decisions, through the Superintendent to the President of the Board, requesting a hearing before a joint committee of the Board and the Association. The requested hearing shall be scheduled when possible within thirty (30) days of receipt by the Superintendent unless otherwise mutually agreed by the parties.

b. Said committee shall consist of two members of the Board, two members of the Association, and a fifth member mutually agreeable to the parties concerned. The letter should contain a resume of the points at issue including the reasons for dissatisfaction with previous decisions. The joint committee shall render a decision within ten (10) working days or file an acceptable reason for the lack thereof. Nonobservance of the stipulations of the provisions of his paragraph, or the return of an unfavorable opinion, may be grounds for actions set forth in Level Six.

7. Level Six

a. Within five (5) days of the establishment of unfavorable decisions or lack of actions stipulated in Level Five, the Association may submit a letter to the Board requesting that the employee's petition be placed for arbitration. Within ten (10) days of the submission of the request for arbitration, the Association and the Board shall attempt to agree on an arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. In the event that agreement cannot be reached, the Board and the Association shall request the aid

of the Public Employees Relations Commission in obtaining an arbitrator.

- b. The arbitrator's decision shall be in writing and shall set forth the facts upon which his decision is based. Such decisions shall in no way alter, modify or otherwise change the terms and conditions of this agreement. The Board and the Association shall receive the arbitrator's decisions as final and binding upon both parties.
- c. All costs of arbitration including, but not limited to, per diem, travel expenses, subsistence, and costs for the hearing area, shall be borne equally and jointly by the Board and the Association. Expenses incidental to, but not directly a part of the arbitration process, shall not be the responsibility of the Board or the Association, singly or jointly.
- d. No claim by an employee shall constitute a grievable matter beyond Level Five or be processed beyond Level Five if it pertains to (1) a complaint of a nontenured employee which arises by reason of his not being reemployed, (2) any rule or regulation of the State Commissioner of Education, (3) any matter which according to law is beyond the scope of Board authority, (4) any matter outside the scope of legally negotiable terms and conditions of employment.

D. Miscellaneous

- 1. If a grievance affects a group or class of employees, the Association or its authorized representatives may submit such grievance(s) in writing to the Superintendent together with its rationale of how it affects said group, or class of employees, and the processing of such grievance(s) shall begin at Level Three. The Association through its authorized representatives may process such grievance(s) through all subsequent levels of the grievance procedures, even though the aggrieved person or persons, do not wish to do so.
- 2. All meetings and hearings held under these procedures shall be closed to the public, and shall include only such parties as are in interest and/or their designated representatives as set forth in these articles.
- 3. No reprisal for grievance actions shall be exercised by the administration or Board against any employee who has initiated a grievance action.

ARTICLE V

SCHOOL CALENDAR

- A. The school calendar shall be established by the Board upon the recommendation of the administration after their consultation with representatives of the Association.
- B. The normal school year for professional staff members employed on a ten-month basis shall not exceed 185 days in attendance. No less than the equivalent of one day per year of inservice education will meet the criteria for programs matching the requirements of the "100 hours" State mandate. These days will not be recognized for salary guide movement.
- C. When a professional staff member's attendance beyond 185 days is required, reimbursement shall be at the rate of 1/200th of his annual salary for each day in excess of 185 days. Unexcused absence shall result in forfeiture of pay at the rate of 1/200th of his annual salary for each day in deficit.

ARTICLE VI

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- A. The Board agrees to make available to the Association all relevant public information concerning the financial resources of the District together with public information which may be necessary for the Association to process any grievance.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not intrude into, interfere with, or interrupt normal school operations.
- D. The Board extends the following privileges to the Association for the conduct of its official business.
 - 1. The use of school buildings at all reasonable hours when appropriately scheduled through the principal.
 - 2. The use of designated facilities and equipment when not otherwise required. The Association shall pay for the reasonable

cost of all materials and supplies incidental to such use, and shall be responsible for such breakage as they cause to occur.

3. The use of a bulletin board in each faculty lounge and teacher's dining room.
 4. The use of school mailboxes shall be limited to official internal Association business.
 5. The Association President shall have no supervision responsibilities and shall be assigned no more than four (4) teaching sections.
 6. The two (2) Building Vice-Presidents shall be released from supervisory responsibilities.
- E. 1. The Board shall collect through payroll deductions a representation fee from all employees covered in this contract who have chosen not to join the Association. Such fees shall be collected, transferred and dispersed in accordance with Chapter 477, P.L.1979 and any subsequent judicial decisions. The Association shall provide the payroll department with an updated membership list not later than October 30th each year.
2. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE VII

ABSENCES AND LEAVES

A. Leaves of Absence with Pay:

1. Personal Days: Full time employees shall be granted three (3) days of absence for personal business without loss of pay. Effective July 1, 2003, part-time employees whose work schedule requires a five day workweek shall be eligible for three (3) days of absence for personal business without loss of pay. Part-time employees whose schedule requires less than five days per week shall be eligible for two (2) days of absence for personal business without loss of pay. The building principal must be notified two (2) days in advance. No personal days are permitted immediately before or after a holiday. The number of personal days granted and taken on any given day shall be limited to ten (10) percent of the professional staff members

and/or fifteen (15) percent of the support staff members in each building. In the event that more than ten (10) percent of the professional staff members and/or fifteen (15) percent of the support staff members in a building apply for a personal day on a given day, seniority in the district shall determine which employees are granted the personal day. On July 1 any personal days unused during the previous year shall be added to an employee's accumulated sick leave days.

2. Bereavement Days: Up to seven (7) consecutive calendar days at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, sibling or other member of the immediate household shall be granted. Up to (5) consecutive calendar days for grandparents, grandchildren, parents-in-law or siblings-in-law shall be granted. Additional bereavement leave may be approved by the Superintendent.

3. Sabbatical Leaves:

a. Qualification:

- 1) A sabbatical leave may be granted to a professional staff member, tenured at the time of application, for Board approved study that advances the candidate's professional qualifications and/or his capability to contribute to the educational system, or other objective that the Board may deem appropriate.
- 2) The candidate will have completed at least seven (7) full school years of service, including permanent and temporary in the District, the last three of which must have been consecutive. No individual will be granted more than one sabbatical leave within seven (7) years of employment in the school district. No candidate shall be considered for a sabbatical leave in the year for which the employee's salary increment has been withheld or, if the employee is the subject of pending litigation regarding work performance.

b. Number of Leaves:

- 1) If there are sufficient qualified applicants, sabbatical leaves will be granted according to the following schedule:
 - a) one (1) for the first 99 full-time equivalent professional staff members, and an additional one (1) for each (50) additional full-time equivalent professional staff members.

2) No less than half of the sabbatical leaves granted each year shall be for Board approved study.

c. Application Procedures: Requests for sabbatical leaves must be received by the principal in written form no later than December 1. The request should outline in detail the professional staff member's proposed educational plan and should specify the number of credits, if any, to be completed and the major field of study. Action on all requests for sabbatical leave must be taken no later than March 15 of the school year prior to the school year for which the leave is requested.

d. Salary and Benefits:

1) A professional staff member on sabbatical leave shall be paid one-half (1/2) his salary for a full year sabbatical.

2) From this compensation shall be made the regular deductions for TPAF and other deductions required by law or at the request of the professional staff member.

e. Criteria for Selection: All references to "committee" as used in this subsection shall mean Sabbatical Review Committee. When the number of applicants exceeds the maximum number of sabbaticals permitted, the following criteria shall be applied:

1) Sabbatical Rating Scale Points

a) Academic Work.

1. 12 credits (full academic load).....5

2. 6 credits minimum of two (2) courses
(Summer Study Only).....5

3. 9 credits4

4. 6 credits3

5. Enrollment in a committee approved sub-doctoral
Program.....3

6. Enrollment in a committee approved doctoral
Program.....2

7. Completion of a degree residence requirement.....4

b) Preparation of materials which will benefit the

- district (Committee discretion).....(0-3)
- c) Work in an in-field vocational pursuit or in-field performance in the fine arts.. (Committee discretion).(1-4)
- d) Participation in a committee approved vocational training program4
- e) Travel for direct subject benefit - (Committee discretion)(0-5)

TOTAL = _____

2) When the number of candidates with a total of five (5) or more points on this scale exceeds the number of sabbaticals permitted, the following criteria shall be applied:

- a) Seniority: Based upon full semesters of service in this district, calculated from original employment, or in the case of a previous recipient, from the end of a previous sabbatical.
- b) Point total: Candidates with equal seniority will be ranked by total points on the Sabbatical Rating Scale.
- c) Number of times application has been submitted: Shall be used only when candidates possess equal seniority and point total and are judged as qualified for consideration. (1 point per year.)

f. Conditions: Grantees will agree in writing:

- 1) that they will not accept employment outside the District, during the period of their leave, except where approved by the Superintendent;
- 2) that unless terminated, they will return to employment within the District for at least one year;
- 3) that they will, within three months of their return to normal duties, submit a written report to the Board of activities undertaken and accomplished during the leave;
- 4) that in the event of termination of employment they will relinquish the leave on the date of termination.

Grantees further agree that if the above stipulations are not complied with and/or the purpose of the leave is not

fulfilled he or she will repay all salary monies received during the leave.

- g. Limitation: Two members of the same academic department within the same building may not take Board approved sabbaticals during the same semester.

4. Summer Study Grants:

a. Qualifications:

- 1) A Summer Study Grant may be awarded to a professional staff member under the same qualifications as established for a year's sabbatical leave. The decision to take a Summer Study Grant in lieu of a year's sabbatical shall be at the absolute discretion of the professional staff member; but the professional staff member shall indicate at the time of application his preference for a sabbatical leave or a Summer Study Grant.
- 2) Any professional staff member awarded a Summer Study Grant shall be eligible for a second (2nd) and third (3rd) award of a Summer Study Grant beginning in the summer immediately following receipt of his first or second (2nd) Summer Study Grant. A recipient of a Summer Study Grant or Grants shall not be eligible again for a sabbatical leave until the completion of seven years of employment in the school district following the completion of a Summer Study Grant. Eligible as used above means the same Criteria for Selection (Article VII.A.3.e.) shall apply to a second (2nd) and a third (3rd) Summer Study Grant as was applied to the first (1st) Summer Grant.

b. Number of Summer Study Grants: The following formula shall apply:

- 1) Six (6) Summer Study Grants shall be given in lieu of a year's sabbatical. Each Summer Study Grant shall count as one-sixth of a sabbatical.
- 2) If the number of Summer Study Grants is not evenly divisible by six (6) in a single year, the number of sabbaticals as shown in Article VII, Section 3.b., shall remain unchanged for that year and the fractional portion represented by Summer Study Grants shall be applied against each succeeding year's quota (until the number of Summer Study Grants awarded is evenly divisible by six).
- 3) In each year that Summer Study Grants total a number divisible by six (6), the Board shall award an additional

Summer Study Grant for the following summer. In selecting an additional award recipient, the Board shall take into consideration the recommendation of the Sabbatical Review Committee. The Committee, after reviewing all unsuccessful applicants for sabbaticals or Summer Study Grants, shall make a recommendation to the Board. The Board, however, retains absolute discretion in making the final selection.

- c. Request for a Summer Study Grant: A request for a Summer Study Grant shall be submitted in the same manner as for a year's sabbatical.
 - d. Salary and Benefits: A professional staff member awarded a Summer Study Grant shall be paid per day for each day of school attended for a maximum of thirty (30) days, at the rate of 1/200 of Step 7 on the BA guide. From this compensation shall be made the regular deductions as required by law or at the request of the professional staff member. No additional sick days, personal days, or vacation days shall accrue to a professional staff member on a Summer Study Grant.
 - e. Criteria for Selection: Summer Study Grants shall be awarded in the same manner as year-long sabbaticals and shall be based upon the same criteria.
 - f. Conditions: Summer Study Grantees must agree in writing to the same conditions as are outlined for awardees of yearlong sabbatical leaves.
 - g. Professional staff members may take their summer study grants in three out of four consecutive summers.
5. Legal Proceedings: Time necessary for appearance in any legal proceedings connected with a person's employment or with the school system when required by the Board of Education.
6. Sick/Disability Leaves:
- a. All employees shall be entitled to one sick (emergency disability) leave day each month of work. All sick leave days for the coming year will be credited as of July 1 or on a new employees' date of employment whether or not the employee reports for duty on that day. Unused sick leave days will accumulate.
 - b. When an employee's absence exceeds the annual sick leave and the accumulated sick leave, the Board may pay any such person each day's salary less the pay rate for substitute, if a substitute is employed, in that employment category, for such

length of time as may be determined by the Board in each individual case.

- c. In the event of sudden illness or other emergency, employees shall notify the individual designated, at a time designated, by the Board.
- d. Standby plans for three (3) days, class rolls, and/or seating charts must be filed by teachers with a designated administrator, ready for a substitute in the event of an absence, expected or unexpected. No further lesson plans shall be required of a teacher for the duration of his sick/disability leave.
- e. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee is aware of it.
 - 1) In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
 - 2) No later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall inform the Superintendent of her choice based upon one of the following options:
 - a) A disability leave for which accumulated sick leave may be utilized or;
 - b) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below or;
 - c) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave. Upon delivery, any continuation of unpaid leave shall be considered childcare leave and shall terminate at the end of the school year in which the child was born. All requests for "extension" of child care leave shall be in accordance with Section B.4. below.
 - d) Take no leave of absence.
- f. To the extent permitted by law and relevant judicial and administrative agency decisions, employees on pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility four (4) weeks immediately preceding the expected birth of child and four (4) weeks immediately following the termination of pregnancy. This

eligibility requirement shall be construed as a minimum guideline subject to revision based on the actual disability of the individual involved. The Board requires verification of an actual or anticipated pregnancy related disability by a licensed, practicing physician with any request for a pregnancy related disability leave.

- g. The Board may request a disabled employee to produce a certificate from the employee's physician that the employee is medically able to continue working. The Board reserves the right to have its physician examine the employee at Board expense. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board and the employee shall agree on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The cost of said examination by the impartial physician shall be shared equally by both the board and the individual employee.
 - h. The Board reserves the right to regulate anticipated disability leaves of teachers so that the commencement and termination dates precede or follow the period of actual disability. When this occurs, the Board shall pay salary and benefits for the duration of the involuntary leave.
 - i. The Board shall continue to provide medical insurance coverage to employees on paid sick (disability) leave.
7. Return From A Leave of Absence With Pay: Upon return from a leave of absence with pay an employee shall be considered as having been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, up to a maximum of two (2) incremental increases over his salary schedule at the time of his leave. Time spent on said leaves shall not count toward fulfillment of the time requirement for acquiring tenure.

B. Leaves of Absence Without Pay:

- 1. A leave of absence without pay of indeterminate time shall be granted for the purpose of caring for a sick member of the employee's immediate family.
- 2. Other leaves of absence without pay may be granted at the discretion of the Board for good reason.
- 3. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required or otherwise provided in Subsections B.6.,

B.7. and B.8.below. When on unpaid leave, an employee may not use sick days.

4. Childcare Leaves

a. Natural Birth

- 1) The Board shall grant unpaid leaves of absence for the purposes of childcare of an infant to employees under the conditions set forth below:
 - a) In no event shall the Board be required to grant concurrent leaves of absence to both parents.
 - b) The initial request for childcare leave shall not exceed the end of the academic year in which said leave is taken; however, if the childcare leave begins on or after commencement of the second (2nd) semester, the employee shall be entitled to an additional school year of childcare leave without pay before exercising his/her option of an extension in accordance with subsections (B.4.a.4) and B.4.a.5) herein below.
- 2) Except as provided in Subsection (B.4.a.3) below, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred.

At the employee's discretion, the leave of absence may terminate at the end of the first semester. The employee shall designate the termination date at the time of application for the leave.

- 3) When a teacher requests a childcare leave of absence which begins prior to the period of actual disability, the Board may alter the requested starting date of said leave in order to maintain continuity in the educational programs. If the altered starting date of said leave is unsatisfactory to the teacher her request may be withdrawn within ten (10) calendar days of initial notification.
- 4) At the request of a tenured professional staff member, tenured secretary, or any support staff member with more than three (3) consecutive years of service in the District, the Board shall grant an extension of childcare leave for one full school year; however, no employee shall be eligible for a successive childcare leave without working in the District a minimum of one (1) full school year after returning to work from a childcare leave.

5) Nothing stated herein shall require the Board of Education to extend said leave of absence of a non-tenured professional staff member, non-tenured secretary or any support staff member with less than three (3) consecutive years of service in the District beyond the end of the contract year for which the employee has been employed.

b. Adoption

1) An employee adopting an infant child shall notify the Superintendent in writing when the application for adoption is approved by the adopting agency. Request for childcare leave shall be made as soon as the employee is informed of the custody date. Said leave shall commence upon receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for adoption.

2) Except as otherwise provided in Subsection b.1) above, all conditions and requirements set forth in Subsections B.4.a.4), B.4.a.5), B.6., B.7., and B.8 herein shall be applicable to this Section - i.e., Adoption.

5. All requests for an additional school year of childcare leave as provided under Subsection B.4.a.1) above, and/or extensions of unpaid leaves of absence under Subsection B herein shall be in writing. Any requests by teachers for unpaid leaves commencing September 1 shall be made by May 1 of the previous school year. In all other cases, employees on unpaid leaves of absence pursuant to this section shall notify the Superintendent at least three (3) months prior to the end of their approved leaves as to their intent to return to work or, if applicable, to request an extension of the leave.

6. The Board shall provide employees on unpaid disability leave and/or childcare leave with medical insurance coverage up to a maximum of three (3) whole months following the expiration of paid sick (disability) leave.

7. Time spent on a leave of absence without pay shall be considered as time not in the employ of the Board for the purpose of incremental salary increases. The Board may, however, grant one (1) incremental increase to an employee on an unpaid leave of absence when that person presents evidence in the form of a report to the administration that sufficient professional improvement has occurred during the leave to justify the increment. Under no circumstances shall time spent on an unpaid leave of absence count toward fulfillment of tenure requirements. No professional staff member on leave shall, on the basis of said leave, be denied the opportunity to substitute in the District.

8. An employee on unpaid leave of absence shall have the right to remain in all current group insurance plans provided that he/she reimburse the Board at a rate equal to the insurance costs.
9. Return From A Leave of Absence Without Pay: All benefits to which an employee was entitled at the time the leave of absence without pay commenced, including childcare leave, unused accumulated sick leave, and credits toward sabbatical eligibility, shall be restored upon return.

C. Sick-Leave Bank: A Sick Leave Bank shall be established for the benefit of all participating members of the bargaining unit. This Bank shall operate in accordance with the following rules and regulations:

1. The Board will pay all costs of administering the Sick Leave Bank. It will keep all records and publish an annual report to the Association prior to September 1 of each year.
2. The Sick Leave Bank is only open to members of the bargaining unit covered under Article I of this Agreement.
3. Anyone in the bargaining unit as defined in Article I may voluntarily join the Sick Leave Bank by contributing two (2) accumulated sick leave days to the Bank during the initial or any subsequent open enrollment period.
4. When the number of sick days in the Bank falls below 300, an open enrollment period will be held during the following September. To remain in the Bank, an employee must contribute one (1) additional sick leave day.
5. Sick Bank Days up to a maximum of six months for each unrelated occurrence may be used for extended or catastrophic illness or accidents subject to the following limitations:
 - a. A member shall have used all of his accumulated sick leave days.
 - b. A Sick Leave Bank member may draw no more than five (5) times the number of days that said employee had accumulated as of the first day of school that year.
 - c. Said member shall not receive sick bank days for the first five (5) sick days following the last day of accumulated sick leave used.
 - d. Said member shall receive full pay for the first thirty (30) days of Sick bank days used and at seventy (70) percent of full pay for the remaining sick bank days used.

- e. Maternity leaves are not eligible for sick bank days.
6. A member may withdraw at any time; however, he may not withdraw donated sick days.
 7. The Superintendent and the Association President will decide on all applications to the Sick Leave Bank. If an application is denied, the applicant, with representation, may request a hearing of the joint Sick Leave Bank Committee, which shall consist of three (3) members appointed by the Board and three (3) members appointed by the Association. The decision of the Sick Leave Bank Committee will be final and not subject to arbitration.
 8. A member who uses Sick Leave Bank days does not have to replace them.
 9. Members who have not used their six months of sick bank benefits during a single school year cannot automatically extend this benefit from one school year to another. Beginning each school year, an employee unable to return to work must use newly credited sick leave days and must make a new application before any draw upon the sick leave bank.
 10. Employees who are new to the district, or who transferred into the bargaining unit, may join the Sick Leave Bank within thirty (30) working days after the completion of their first year of employment.
 11. Membership in the Bank is automatic from year to year unless a formal withdrawal is submitted to the Business Office by the last day of school in a given year.
 12. The rules and regulations stated above are subject to review and revision by the Sick Leave Bank Committee. Any proposed changes in the rules and regulations are subject to ratification by the Board and the Association.
 13. In the event of a tie vote by the Sick Leave Bank Committee, the employee requesting the use of days will be required to submit to an examination by a physician designated by the Committee. The results of the examination will be submitted to the Sick Leave Bank Committee for re-consideration.
 14. Should the Sick Leave Bank terminate, the remaining days in the Bank will be equally divided among the participating employees at the time of termination, but shall not exceed the number of days contributed by that employee.

15. Annually, the business office will make an analysis of the total cost to the Board for the Sick Bank benefit for the preceding three (3) years. Should the cost to the Board exceed the dollar amount that the Board would have spent to participate in the New Jersey Temporary Disability Benefits program for the preceding three (3) years, the Board and the Association agree to reopen for negotiation this section of this Article with the intent of modifying the provisions to keep costs under the cost of the New Jersey Temporary Disability Benefit program.
16. The total cost to the Board shall be computed by adding all monies paid out under Section 5.d. above, during each year covered by this Agreement.

D. Reimbursement for Unused Sick Days:

1. Any employee who has worked at least fifteen (15) full years in the North Hunterdon-Voorhees Regional High School District shall, upon retirement or resignation, be reimbursed for all accumulated but unused sick days. The rate of payment shall be one day's pay for each two unused sick days, calculated from the employee's average salary paid in the final three (3) years of employment. The reimbursement shall be paid to the former employee or to his designated beneficiary in five equal installments, without interest, payable on or about September 1 of each of the five school years following his retirement or resignation.
2. This benefit shall be suspended for any employee for whom charges have been forwarded to the Commissioner of Education for a hearing, and forfeited if such charges are upheld.
3. The maximum benefit under this plan shall be \$25,000, or the individual's entitlement as of June 30, 2000 if that entitlement is higher than \$25,000.

ARTICLE VIII

EVALUATION

The Board and the Association recognize that:

A. Evaluation can be useful as an aid for:

1. Improving employee performance.
2. Retention, guidance, and promotion of employees.
3. Self-improvement.

4. Administrator-staff rapport.

B. The person being evaluated shall have full knowledge of the procedures, the qualifications of the evaluator and the findings thereof.

1. Every nontenured professional staff member shall be evaluated as per New Jersey Title 18A.
2. Tenured professional staff members will be evaluated in accordance with N.J.A.C. 6:3-1.21, the Tenure Teacher Evaluation Act.
3. Professional staff members shall be evaluated by persons certified by the State of New Jersey to supervise instruction.
4. Staff members shall be given a copy of written evaluations of their work prepared by the evaluator and shall have the right to discuss such evaluation with the evaluator, the principal, and/or the Superintendent and to append their comments within twenty (20) working days of receiving the written evaluation. The written evaluation and any appended comments shall be placed in the employee's personnel file.
5. All such written evaluations must bear the signatures of the evaluators and the person evaluated. The person evaluated shall have three (3) days from the evaluation conference to sign the evaluation. If the employee refuses to sign within three (3) days, the Association President or building Vice-President will sign the evaluation.

C. Procedure:

1. Authorized evaluators will use special evaluation forms for submitting specified numbers of evaluations at designated times.
2. The staff member being evaluated will be permitted to submit a written response to an evaluation.
3. Professional staff members will be evaluated in accordance with New Jersey statutory requirements.
4. Evaluations will be followed, within ten (10) working days, by a conference. The evaluation conference shall involve the following: the evaluatee, the evaluator, and an optional observer from the Association if requested by the evaluatee.
5. The evaluators will complete and sign the evaluation form making one copy available to the evaluatee. The person evaluated shall have three days from the evaluation conference to sign the

evaluation. If the employee refuses to sign after three days, the administration will request the Association President or building Vice-President to sign the evaluation and forward it to the personnel file.

6. A professional staff member shall not be evaluated twice within three weeks without prior consultation with the Association President.

D. SUPPORT STAFF: A support staff member retained by the Board beyond 90 calendar days, without having had a written evaluation provided, shall be presumed to have performed satisfactorily for determination of seniority rights. Such an evaluation shall follow the procedures outlined in Sections C.4 and C.5 of this Article.

ARTICLE IX

PERSONNEL FILES

Official personnel files shall be maintained in the Superintendent's office in accordance with the following procedures:

A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performance, or contributions of an academic, professional, or civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service, or character may be placed in the file.

B. 1. Any materials regarding an employee from any source including administration, parents, students, or other persons that are used in any manner in evaluating the professional competency of any employee shall be promptly investigated and called to the attention of the employee in writing, prior to filing in said employee's file. This material shall be signed by the employee within three (3) working days of receiving it. The employee will then receive a duplicate copy.

2. The employee shall have the opportunity to respond in writing to and/or rebut such materials within twenty (20) working days. Such response shall be placed in his file.

C. All materials placed in an employee's personnel file shall be signed by the employee, duplicated, and given to him for his own disposition with the express understanding that his signature in no way indicates agreement with the content thereof. Any material that the employee sees and refuses to sign may be co-signed by the Principal and the President of the Association or building Vice-President to indicate that they witnessed the reading of the

material by the employee in question. Any material not signed by the employee and duplicated may not be used in the grievance or evaluation procedure. However, material co-signed by the Principal and the President of the Association or building Vice-President indicating that the employee has seen the material may be used in the grievance or evaluation procedure.

- D. Pre-employment records and letters of recommendation are to be excluded from the duplication process. Materials existing prior to the 1970-71 contract and not duplicated according to the provisions thereof are not available for duplication after the expiration of said contract.
- E. No material from an employee's personnel file shall be made public without the written permission of the employee unless necessitated by law.

ARTICLE X

PERSONNEL EMPLOYMENT

- A. The Board retains the freedom to hire those persons whom the state of New Jersey gives it the authority to hire.
- B. Employees shall be notified of their contract and salary status for the ensuing school year no later than April 24 of the preceding year.
- C. Every effort shall be made to notify employees of their assignments no later than May 30 of the preceding school year. In the event of an emergency, a thirty (30) day grace period will be allowed. If any change in an employee's assignment is made after the above time limits, the employee shall be notified immediately.
- D. Offers of summer employment to professional staff members shall be in writing, specifying the terms and conditions of that employment. Such summer employment contracts shall be binding on both parties. Those summer jobs that are customary, anticipated, and reasonably certain shall be offered no later than May 30.
- E. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.
- F. A support staff member who is dismissed shall receive two (2) weeks notice or at the option of the administration, two (2) weeks pay in lieu of said notice. Support staff shall give at least two (2) weeks notice of resignation. No personal leave or vacation time may be used during this notice period.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

- A. Graduate Study payments shall be made under the following conditions:
1. A professional staff member must have received a second-year contract. Professional staff members who are awarded a contract on a probationary basis shall not be eligible.
 2. Reimbursement shall be for declared tuition only and shall not be obtained from more than one source.
 3. Courses may be taken for enrichment and/or professional improvement.
 4. Attendance must be at an accredited college or university.
 5. Prior to the professional staff member's registration, courses must be approved by the principal and by the Superintendent.
 6. Teachers shall be reimbursed up to 100% of tuition costs not to exceed 100% of the current Rutgers University tuition rate for all graduate courses taken. Such reimbursement shall not be subject to deductions for taxes.

The maximum liability to the Board of Education shall be \$125,000 in 2005-06, \$125,000 in 2006-07 and \$125,000 in 2007-08. Amounts not expended in any one fiscal year shall not be added to money available in the following year. If the cap for tuition reimbursement is insufficient in any fiscal year to meet the demands of all applicants, the following guidelines shall apply:

- a. Tuition reimbursement for the first course taken by any qualified teacher in a fiscal year shall be based on the total number of qualified teachers taking their first course during that fiscal year, reimbursed up to 100% of the current Rutgers University tuition rate. If requests for reimbursement for a first course exceed the annual maximum, the excess shall be taken from the following year's maximum.
- b. Reimbursement for additional courses shall be taken from the balance of funds after first course reimbursement.
- c. Reimbursement for any additional courses taken by any one teacher during one fiscal year shall be based upon the total number of credits (not including first courses credits) taken by all other qualified teachers during that fiscal year.

- d. A course will be paid for from the funds available under the cap applicable to the fiscal year in which the course ends.
 7. Professional staff members granted leaves in accordance with Article VII Section A.3 and B.2 shall be eligible for tuition reimbursement subject to the conditions set forth in the rest of this Article.
 8. Graduate study credits are limited to twelve credits per person per fiscal year. If there are funds available under paragraph A.6., up to fifteen (15) credits per fiscal year will be reimbursed. Courses are charged to the fiscal year in which the course ends.
 9. Notification of intention to take courses must be submitted on a specific request form by November 1 for the purpose of budgeting funds.
 10. To qualify for reimbursement, a grade of "B" or better must be attained.
- B. Professional staff members successfully completing those in-service courses or programs that have been designated by the Superintendent shall receive district credits that may be used for advancement on Schedule A of this contract. The credit value of the course and requirements for successful completion shall be distributed before the course begins.
- C. Tuition paid will be reimbursed to a support staff member if it is deemed by the building principal that the course or courses will increase the support staff member's skills and/or knowledge in such a way as to benefit the District directly. Custodians who successfully obtain their black seal license will be reimbursed for tuition and fees pertinent to that license. Approval and time limits must be met as in Section A.5 of this Article.

ARTICLE XII

HOURS AND WORK LOAD

A. Professional Staff Members

1. Professional staff members are expected to devote to their assignments the time necessary to meet their responsibilities. All professional staff members shall sign in upon arriving at work each day and shall sign out upon leaving work each day.

2. a. The total in-school work day shall not exceed seven and one-half ($7 \frac{1}{2}$) continuous hours. No professional staff member shall be required to stay later than 5:00 p.m. for regularly assigned professional duties. Professional staff members who agree to teach beyond the seven and one-half ($7 \frac{1}{2}$) hours shall be reimbursed at the rate listed in Schedule I. Class trips initiated by the professional staff member or for which the professional staff member volunteers are not reimbursable as an extension of the work day.
- b. Professional staff members having less than a full teaching load shall work only the fractional number of hours per day corresponding to their fractional pay: one-fifth ($\frac{1}{5}$) for one and one-half ($1 \frac{1}{2}$) hours; two-fifths ($\frac{2}{5}$) for three (3) hours; three-fifths ($\frac{3}{5}$) for four and one-half ($4 \frac{1}{2}$) hours; four-fifths ($\frac{4}{5}$) for six (6) hours. Teaching time will thus be: twelve (12) mods per six-day cycle for one-fifth ($\frac{1}{5}$); twenty four (24) mods per six days cycle for two-fifths ($\frac{2}{5}$); thirty six (36) mods per six day cycle for three-fifths ($\frac{3}{5}$); forty eight (48) mods per six day cycle for four-fifths ($\frac{4}{5}$). Duty assignments will be: two (2) mods per six day cycle for one-fifth ($\frac{1}{5}$); five (5) mods per six day cycle for two-fifths ($\frac{2}{5}$); seven (7) mods per six day cycle for three-fifths ($\frac{3}{5}$); ten (10) mods per six day cycle for four-fifths ($\frac{4}{5}$). Any professional staff member working three-fifths ($\frac{3}{5}$) or more shall have a forty (40) minute duty-free lunch within the hours of his working day even when this precludes assignment of a duty. The preceding stipulations do not apply to professional staff members when employment is calculated in days of the week rather than hours of the day.
3. a. The daily teaching load shall not exceed six periods of pupil contact, excluding homeroom and a.m. duty. No teacher shall be assigned more than five teaching periods per day, but a teacher may volunteer to assume a sixth teaching period in lieu of a nonteaching duty. Such teachers shall be paid \$6,000 which shall be pensionable income. Sixth period assignments shall be posted before being filled. There shall be no more than two (2) sixth period assignments per department per high school across the district (each high school total:18; district total:36). When a non-tenured teacher is involved, an offer and acceptance of a voluntary sixth teaching assignment shall be made in the presence of the Association president or one of the three Association vice presidents presidents. Each individual voluntary assignment to a sixth teaching period shall sunset at the end of the school year and require a posting and bid for consideration in the following school year. Any opportunity for a sixth period assignment shall be posted to enable all

- interested professional staff unit members to apply. A sixth assignment shall not be used to create a reduction in force situation. Teachers shall be assigned ten(10)curriculum and instruction periods per week, of which at least one (1) shall be assigned each day. A split teaching period shall be considered as one (1) period of pupil contact.
- b. Full time professional staff members shall have no less than five (5) periods per week of planning and preparation time.
 - c. The term pupil contact shall mean those periods of time when a teacher is assigned to be with students. There are two types of pupil contact. They are: instructional, which includes classroom teaching and resource center assignment; and supervisory which includes study hall, commons, cafeteria, hall, court yard, and team planning.
 - d. Any exceptions to the above two paragraphs must have prior teacher and Association written approval.
 - e. The following Sections (4.a. and 4.b.) are specifically intended to describe the intent of Article XII in terms of modular scheduling.
4. a. The term period shall mean a block of time not less than (40) minutes or greater then (48) minutes. The term period may be equated with terms used in other scheduling systems provided they fall within the specified lengths of time stated above. For example, in a modular schedule 2 modules of time would equal one period. (A mod could vary in length from 20-24 minutes.)
- b. Under modular scheduling (108 mods per six (6) day cycle) with retention of a 75-80 minute C & I (activity) period at the end of the day, the teacher's assignment shall not exceed 60 mods of classroom teaching per cycle except when teaching courses for which more than 12 mods per cycle have been assigned. All teachers may be assigned a maximum of 72 mods of instructional pupil contact, and no more than 12 mods of supervisory duty. A teacher may choose an additional classroom teaching assignment in lieu of his supervisory assignment. If this option is chosen the teacher may be assigned a maximum of 84 mods of instructional pupil contact except when teaching courses for which more than 12 mods have been assigned. If a teacher has large group instruction, large group being defined as a combination of classes meeting jointly for instructional purposes, the teacher will receive credit for the number of mods assigned to the course as determined by the pupils' schedules. The mods gained by the

teacher under large group instruction, will be used as additional resource center assignments.

- c. Full time professional staff members shall have no less than twelve (12) mods planning and preparation time per six-day cycle.
5. Whenever possible, teachers shall not be required to change teaching stations more than two (2) times during the school day.
6. Professional staff members shall have a duty-free lunch period equivalent to that of the students. Under a modular schedule two (2) consecutive mods shall be provided for all professional staff members for lunch at an appropriate time of day; i.e. between 10:30 a.m. and 1:30 p.m.
7. Professional staff members may leave the building during their duty-free lunch period and at other times after notifying the administrator in charge.
8. a. Professional staff members may be required without additional compensation to attend two (2) parents nights in 2003-04, and three (3) parents nights in 2004-05 and thereafter, provided that the dates are published in the Board approved School Calendar, and provided that, if there is more than one (1) parents night in the same semester in the same building, the nights shall be on different days of the week. These parents nights shall not be used for parent-teacher conferences.
- b. Professional staff members may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings two (2) days each month. These meetings shall begin no later than ten (10) minutes after the student dismissal time, and every effort should be made to prevent meetings from exceeding 60 minutes. If additional time is needed students shall be dismissed early. One of the two (2) meetings mentioned above shall be considered a faculty meeting and one shall be for curriculum and instruction. Four (4) additional meetings per year may be called at the discretion of the building principal.
9. The notice of any regular meeting shall be given to the professional staff members seven (7) days prior to the meeting. An agenda shall be given to the professional staff members one (1) day prior to the meeting. Professional staff members shall have the opportunity to suggest items for the agenda.

10. Exceptions to Sections 8 and 9 of the above provisions may be made only in cases of emergency. Where possible, the Association shall be notified in advance.

11. The following stipulations shall apply to traveling employees:

a. Traveling between buildings shall be a forty (40) minute supervisory duty.

b. Employees asked to travel between schools will be reimbursed for the use of their personal car at the rate listed in Schedule I.

B. Educational Support Personnel (ESP)

1. All ESP will be guaranteed a minimum of six (6) paid hours per school day. The normal work year for ESP shall include three (3) paid holidays. These holidays will be: New Year's Day, Christmas Day and Thanksgiving.

2. ESP shall sign in upon arriving at work each day and shall sign-out upon leaving work each day. The total in-school work day for ESP shall not exceed eight continuous hours. No ESP shall be required to stay later than six o'clock p.m. for regularly assigned duties. ESP shall be reimbursed at the rate of time and one-half (1/2) after forty hours of work in a Monday through Friday week. ESP who volunteer to accompany students on a class trip shall receive no additional remuneration for any extension of their work day.

3. Work hours for ESP shall be assigned by the administration. Written notification of starting and quitting times and duty assignment(s) shall be given prior to September 1 of each school year. Except in cases of emergency, five (5) working days notice shall be given prior to permanent changes in starting and quitting time and/or permanent change of building assignment.

4. ESP shall be assigned their duty stations by the administration.

5. ESP working more than five and one-half (5 1/2) hours per day shall be guaranteed one-half hour, without pay, for lunch. ESP may take two (2) fifteen-minute breaks during their work day. Breaks shall be taken when circumstances permit, subject to the approval of the immediate supervisor. These breaks should not be combined into one (1) thirty-minute break, nor should they be taken immediately before or after the ESP lunch.

6. ESP may leave the building during their duty-free lunch period after notifying their immediate supervisor, unless extenuating

circumstances require their presence. In such cases the lunch period shall be re-scheduled.

7. ESP accepting work at student activity events shall be paid in accordance with Schedule B of this contract or at rates of pay established by the sponsor and the principal for events not included in Schedule B.
8. One designated Association representative from each school will be permitted to attend regular monthly Association meetings during working hours.
9. If an ESP receives notice to report for jury duty, the ESP should take up the matter with his immediate supervisor. For all days during which an ESP is required to be on jury duty and is paid for the jury duty, the Board will continue the regular salary providing the ESP endorses over the jury duty check to the Board of Education.
10. The following titles shall apply to ESP for the purpose of placement on Schedule "G":
 - a. General ESP Reporting to the Principal or his designee, a general ESP carry out supervisory duties in the school or on the school grounds. May also be assigned full or part-time to a particular location such as a Resource Center, Library, Teacher Center, or Alternative School.
 - b. Specialist ESP Reporting to the Principal or his designee, a ESP has specific training, or has developed through experience, skills which may be used in a number of ways including assisting in instruction, in attendance, in the library, or where needed.
 - c. Special Education SESP Reporting to the Principal or his designee, a SESP assumes an active role in the instructional process because of previous experience or special training. SESP must have earned at least 60 college credits and be eligible for substitute certification.
 - d. Technical ESP Reporting to the Principal or his designee, technical ESP carry out assigned duties for which they qualify because of previous experience or educational background.
11. Periodically, all ESP positions are evaluated in relation to their placement for classification purposes. The final determination in reclassification is made by the Board upon recommendation by the administration. An ESP may initiate a

reclassification evaluation. To do so, the ESP shall comply with the following:

- a. He/she shall state the reasons for requesting reclassification by making a comparison with the specific and general duties required in other positions.
- b. He/she shall submit the written statement to his/her immediate supervisor. The Board will provide written notice on Board action on reclassification requests within ninety (90) days of the initiation of the request.
- c. Reclassification as initiated by the ESP shall be filed between July 1 and December 1 and acted upon in writing by the Board of Education within ninety (90) days.

12. The Board will provide a secure area (such as a locker) to ESPs for storing educational materials and personal items.

C. Custodians

1. Custodians shall report on time and shall remain until the end of their work day. Custodians shall sign in upon arriving at work each day and shall sign out upon leaving work each day. The custodians' work day shall consist of eight paid hours. An additional half hour, duty free, without pay, for lunch/dinner is provided during the work day. Custodians who work more than forty (40) hours on a Monday through Saturday week shall be paid for hours over forty at one and one-half (1 1/2) their regular hourly rate. If a custodian is called in early, he shall work until completion of his regularly scheduled work day.
2. a. Regular daily working hours for custodians shall be determined by the immediate supervisor to insure that appropriate cleaning is completed for each school day and that there is appropriate coverage as needed during the school day and for student events.

b. When weather conditions cause driving to become hazardous, the immediate supervisor will contact the Superintendent, (or his designee), who will, at his discretion, determine if custodians may leave their scheduled shifts early. The immediate supervisor and Supervisor of Maintenance and Custodial Services will then rearrange work schedules so that all time will be made up.
3. a. Twelve-month custodians will receive twelve (12) paid holidays. These holidays will include: New Year's Day, Memorial Day, Thanksgiving Day, July Fourth, Labor Day, Good Friday, Christmas Eve and Christmas Day. Other holidays will

- be designated by the Superintendent following the adoption of the official school calendar by the Board. The Board shall staff the buildings with a skeletal crew based upon reverse seniority (least senior first). Those scheduled shall be paid at double time for hours actually worked. The Board may choose someone more senior if someone with a Black Seal license is required.
- b. On December 24 and December 31 no custodian shall be scheduled to work the night shifts. On the Wednesday before Thanksgiving the third shift shall work during the second shift.
4. Any custodian who works on Sunday or one of the holidays indicated above shall be paid at double his hourly salary.
5. a. All qualified custodians shall have a reasonable opportunity to work overtime, Sunday, and holiday assignments, that do not occur during their regular assigned shifts. The Supervisor of Maintenance and Custodial Services shall offer time on the basis of the overtime list. Should no qualified custodian accept the overtime offer, the Supervisor of Maintenance and Custodial Services may assign the overtime.
- b. Notice of opportunities to work overtime shall be posted not less than five (5) working days before a regularly scheduled event except where the knowledge of the overtime opportunity is less than five (5) working days.
- c. The list (record) of overtime worked, including name of custodian(s) and hours worked, shall be posted on the employee's bulletin board at all times.
6. Following the first complete calendar year of employment, each full-time custodian shall be entitled to ten (10) days of vacation. In each succeeding year, on the anniversary date of the custodian's employment, a full-time custodian shall be entitled to ten (10) days vacation. After five (5) continuous years of full-time employment, each full-time custodian shall, on the anniversary date of employment, receive an additional five (5) days vacation. After twelve (12) continuous years of full-time employment, each full-time custodian shall, on the anniversary date of employment, receive an additional five (5) days of vacation. If a custodian is terminating employment, the earned vacation must be taken unless the custodian's immediate supervisor has permission from the Superintendent to keep the custodian on, in which case, the custodian will be paid for his earned vacation period. Vacation schedules shall be established in accordance with the custodian's request, subject to approval by the Supervisor of Maintenance and Custodial Services.

Seniority will be used as one basis for determining vacation priorities.

7. a. Vacation for two (2) years may be accumulated. Any further accumulation will be lost.
 - b. No more than four weeks vacation within a three (3) month period shall be taken. Additional time may be taken provided the approval of the Superintendent is granted.
8. If a custodian receives notice to report for jury duty, the custodian should take up the matter with the immediate supervisor. For all days during which a custodian is required to be on jury duty and is paid for the jury duty, the Board will continue the regular salary providing the custodian endorses over the jury duty check to the Board of Education.
9. When a leave of absence without pay is in the best interest of the custodian and the Board, the administration may recommend to the Board that an absence without pay request be approved.
10. One designated Association representative from each school will be permitted to attend regular monthly Association meetings during working hours.
11. Custodians may take two fifteen-minute (15) breaks during their work shifts. Breaks may be taken at a time when circumstances within the area permit and upon permission of the immediate supervisor. The breaks are not to be combined into one half-hour break nor are they to be taken directly before or after the dinner break.
12. Custodians may leave the building during their duty-free lunch/dinner period after notifying their immediate supervisor, unless extenuating circumstances require the custodian's presence. In such cases the dinner period shall be re-scheduled.
13. a. When a cleaning custodian is required to do maintenance work, he/she shall be paid the hourly rate for his/her step in the appropriate maintenance column of Schedule F.
 - b. When a building maintenance or a grounds maintenance employee is required to work independently for a full day at a task requiring the higher skills usually associated with mechanical maintenance, he/she shall be paid the hourly rate for his/her step in the mechanical maintenance column of Schedule F.
14. All overtime not continuous with regular work hours shall be for a minimum of four (4) hours.

15. Ground Supervisor, Night Supervisor, and Mechanical Maintenance Supervisor shall receive an additional annual salary of seven percent (7%) above his Schedule F salary. Saturday Maintenance Personnel shall receive an additional annual salary of four percent (4%) above their Schedule F salary. Saturday Supervisor shall receive an additional annual salary of one percent (1%) above his Schedule F salary. These shall be considered part of the annual salary for pension and tax purposes.
16. Effective July 1 of each school year, all newly hired custodians and maintenance personnel not in possession of a boiler's license during their first year of employment shall no later than June 30 of that school year obtain said license. Failure to obtain said license may result in termination of employment.
17. A custodian assigned to cover for an absent supervisor (as that term is used in paragraph 15 above) shall be paid a differential of five percent (5%) of his regular daily rate of pay once he has covered for an absent supervisor for six (6) consecutive work days. However, on the sixth (6th) day of coverage the pay shall be retroactive to the first day.
18. Safety goggles will be provided to all custodians and maintenance personnel where needed. Maintenance employees will be reimbursed up to seventy-five dollars (\$75.00) per year for the purchase of safety steel toe shoes and/or ear protection upon submission of appropriate receipts. The Board will direct the administration to have extra sets of ear protection for non-maintenance employees occasionally assigned to work in a high noise assignment.
19. The Board will pay a stipend of 2.0% for a pesticide applicator's license, and 1.0% for a pesticide operator's license, under the following conditions:
 - a. for the applicator's license stipend, the person must be certified in the "Core" category, and in two of the following three other categories: 1) ornaments, 2) turf, and 3) General and House
 - b. for the operator's license, the person must be certified in the "Core" category, and in two of the following three other categories: 1) ornaments, 2) turf, and 3) General and House, unless not permitted under the State regulations
 - c. only Buildings and Grounds employees are eligible.

D. Secretaries

1. Secretaries shall be assigned their duty stations by the administration. Whenever possible, secretaries will be assigned to a single workstation. Secretaries will be given work day schedules delineating the start and end of the work day prior to September 1 each year. The start and end of the work day shall not be changed, except on a temporary basis, without at least five (5) working days written notice.
2. Secretaries shall have a duty-free lunch hour between the hours of 10:30 a.m. and 1:30 p.m.
3. Secretaries may leave the building during their duty-free lunch hour.
4. Secretaries may take two fifteen (15) minute breaks and a sixty minute lunch break during their work day. Breaks should be taken at a time when circumstances within the office permit. These breaks should not be combined into one 30-minute break, nor should they be taken immediately before or after the secretary's lunch.
5. Secretaries shall report on time and shall remain until the end of their work day. Secretaries shall sign in upon arriving at work each day and shall sign out upon leaving work each day. The secretaries' workday shall not exceed eight continuous hours including the lunch hour. No secretary shall be required to stay later than 4:30 p.m. for regularly assigned duties; however, when and if requested to do so, secretaries may volunteer to work from 9:00 a.m. to 5:00 p.m. during the regular work year. Secretaries who work more than thirty-seven and one-half (37 1/2) hours in a Monday through Friday week shall be paid for hours over 37 1/2 at their hourly rate plus one-half that rate.
6. Regular daily working hours for secretarial and clerical personnel will be determined by the Superintendent to insure that when school is in session offices are open for service from 7:30 a.m. until 4:30 p.m. during the regular school year, and from 8:30 p.m. to 3:30 p.m. beginning the day following the close of the spring semester and ending the day before Staff Preparation Day as shown on the yearly school calendar. Ten-month secretarial contracts shall begin the first work day after Labor Day and shall end on the last work day in June. When secretarial needs extend in critical areas on a regular basis beyond the working day described, individual arrangements may be made between the secretary and the Superintendent.
7. For those secretaries who work during the winter or spring recesses and/or on any other day that is not a national holiday

bust school is in recess, the office hours are from 9:00 a.m. to 4:00 p.m., including a one-hour lunch period. Those secretaries who work on any of these days will receive one day of compensatory time, to be used sometime during that school year.

8. Following the first complete calendar year of employment, each twelve-month secretary shall be entitled to ten (10) days of vacation. In each succeeding year, on the anniversary date of the secretary's employment, each twelve-month secretary will be entitled to ten (10) days vacation. After five (5) continuous years of full-time employment, each 12-month secretary shall, on the anniversary date of employment, receive an additional five (5) days vacation. After twelve (12) continuous years of full-time employment, each twelve-month secretary shall, on the anniversary date of employment, receive an additional five (5) days of vacation. If a secretary is terminating employment, the earned vacation must be taken unless the secretary's immediate supervisor has permission from the Superintendent to keep the secretary on, in which case, the secretary will be paid for her earned vacation period. Vacation schedules shall be established in accordance with the secretary's request, subject to approval by her immediate supervisor. Seniority will be used as one basis for determining vacation priorities.
9. Vacation for two (2) years may be accumulated. Any further accumulation will be lost.
10. a. Twelve-month secretaries will receive eleven (11) paid holidays. These holidays will include New Year's Day, Memorial Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, Christmas Day, Good Friday, July Fourth, and Labor Day. Other holidays will be designated by the Superintendent following the adoption of the official school calendar by the Board.

b. Ten-month secretaries will receive all paid holidays that fall within the secretary's contract dates.
11. Periodically, all secretarial positions are evaluated in relation to their placement for classification purposes. The final determination in reclassification is made by the Board upon the recommendation of the administration. A secretary may initiate a reclassification evaluation. To do so, the secretary shall comply with the following:
 - a. He/she shall state the reasons for requesting reclassification by making a comparison with the specific and general duties required in other positions.
 - b. He/she shall submit the written statement to their immediate

supervisor. The Board will provide written notice on Board action on reclassification requests within sixty (60) days of the initiation of the request. If the reclassification is approved, the adjustment shall become effective on the date of reclassification by the Board.

- c. Reclassification as initiated by the secretary shall be filed between July 1 and December 1 and acted upon in writing by the Board of Education within ninety (90) days. If the reclassification is approved, the secretary who is reclassified within his/her employment category shall be placed on whatever step in the new salary column is closest to but no less than ten (10) per cent increase. The Board reserves the right to refuse reclassification or to refuse to reclassify positions at any time for budgetary or other reasons.
12. When a leave of absence without pay is in the best interest of the secretary and the Board, the administration may recommend to the Board that an absence-without-pay request be approved.
 13. One designated Association representative from each school will be permitted to attend regular monthly Association meetings during working hours.
 14. If a secretary receives notice to report for jury duty, the secretary should take the matter up with his/her immediate supervisor. For all days during which a secretary is required to be on jury duty, the Board will continue the secretary's regular salary providing the secretary endorses the jury duty check over to the Board.
 15. The following titles shall apply to secretarial personnel:
 - a. Receptionist: Answer the telephone and complete other necessary clerical responsibilities as assigned by the immediate supervisor. May be assigned general typing.
 - b. General Secretary: Fulfill a general typing function for an assigned area. Perform other responsibilities as assigned by the immediate supervisor.
 - c. Administrative Secretary: Work in an office and do the work generally assigned by Assistant Principals or Central Office staff. Perform other responsibilities as assigned by the immediate supervisor.
 - d. School Specialist: Have a particular technical function to fulfill in the school for an assigned area. School Specialists include bookkeepers and the attendance secretary.

Perform other responsibilities as assigned by the immediate supervisor.

e. Central Office Specialist: Serve directly under the Assistant Superintendent for Business. Have a particular technical function to fulfill in the Central Office. Central Office Specialists include purchasing, accounts payable and payroll. Perform other responsibilities as assigned by the immediate supervisor.

f. Executive Secretary: Serve directly under the School Principal. Responsible for work assigned by the School Principal and the direction of secretarial work that is assigned by other administrators within the Principal's office. Perform other responsibilities as assigned by the immediate supervisor.

16. Effective immediately, the Student Activities Secretary in the North Hunterdon High School will work eleven (11) months per year. One month shall consist of four (4) weeks to be scheduled in July and August, scheduling to be done by the Principal or his/her designee in consultation with the secretary. The salary shall be ten percent (10.0%) above the regular guide step. This secretary shall be entitled to eleven (11) sick days per year. The work year for this secretary, with the exception of the four (4) additional weeks shall be the same as the current ten-month secretaries.

E. Trainers

1. Hours of Employment

Forty-five (45) hours per week, Monday through Saturday, exact work schedule to be set by the Athletic Director. Hours to include a forty (40) minute lunch per six (6) hour day, and one 15 minute break per eight (8) hour day, lunch and break not to be consecutive.

Additional hours beyond forty-five (45) per week may be required to complete the responsibilities of the job, and there shall be no additional compensation or compensatory time off for such hours.

2. Work Year

The regular work year shall consist of two hundred forty (240) days, commencing on or about August 15 and ending on or about

June 15. Days beyond 240 shall be paid at the individual's per diem rate (1/240).

Ten (10) paid holidays per year, to include New Year's Day, Memorial Day, Good Friday, Thanksgiving Day, Christmas Day, and five (5) other days to be designated by the Superintendent.

3. Benefits

All sections of the negotiated agreement shall apply to trainers except for the following:

Sabbatical Leaves	Summer Study Grants
Facilities	Salaries

Professional Improvement: Reimbursement for courses or programs subject to prior approval by the Superintendent

ARTICLE XIII

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from properly performing assigned professional functions.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such person, providing said activities do not violate any local, state, or federal law.

ARTICLE XIV

FACILITIES

- A. The Board shall make all reasonable effort to provide the following facilities:
 - 1. Space in each classroom or office in which professional staff members may store instructional materials and supplies.
 - 2. A professional staff work area containing equipment and supplies to aid in the preparation of instructional materials or other job related materials.
 - 3. In addition to the aforementioned employee work area, an appropriately furnished room shall be reserved for the exclusive

use of employees as a lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

4. A serviceable desk, chair, and filing cabinet for the use of each professional staff member.
5. A communication system so that professional staff members can communicate with the main building office from their classroom or professional offices.
6. Well-lighted and clean employee rest rooms, separate for each sex and separate from the student's rest rooms.
7. A separate, private, nonstudent personnel dining area.
8. Adequate working facilities identified exclusively for employee use.
9. Suitable closet space for each employee to store coats, overshoes, and personal articles.
10. Copies of all texts, used in each course taught, exclusively for the teacher's personal use.
11. Adequate chalkboard space in every classroom.

ARTICLE XV

NONPROFESSIONAL DUTIES

- A. Employees shall not normally be required to make collections for outside vendors of pictures, insurance and so forth.
- B. The Board recognizes the desirability of employing Educational Support Personnel (ESP) and secretaries to perform certain duties in the Teachers Center and other areas/offices throughout the school under the direction of the employee or employees to whom they are assigned. The decision to hire and to stipulate their assignments rests with the Board. Such employees will be hired when practical.
- C. Use of personal cars for school trips is forbidden, unless it is voluntary and permission has been granted by the Superintendent or building principal. When personal cars are used voluntarily and with administrative approval, reimbursement shall be at the rate listed in Schedule I in addition to full reimbursement for any tolls or parking fees. Mileage reimbursement for Board approved

home tutoring shall be measured from school location to the student's home and return, or to the employee's home, whichever is shorter.

ARTICLE XVI

TRANSFERS AND REASSIGNMENTS

A. All Employees

All vacant positions for which the Board intends to appoint a replacement shall be posted in the following manner:

1. Notification shall be sent to the Association President and Vice-Presidents.
2. Notification shall be posted for ten (10) days on three (3) mutually agreeable bulletin boards in the Voorhees building reserved exclusively for this purpose.
3. Notification shall be posted for ten (10) days on four (4) mutually agreeable bulletin boards in the North building reserved exclusively for this purpose.
4. On such notifications the name of the vacant position shall be in bold letters.
5. Employees will have ten (10) calendar days to apply for the position from the day of posting.

B. Professional Staff

1. Professional Staff who desire a change in building assignment and/or school subject assignments may file a written statement of such desire with the Superintendent no later than April 1. Such statement shall include the subject and/or school to which the professional staff member desires to be assigned.
2. As soon as practicable, but not later than June 7, the Superintendent shall post in the schools and give to the Association a system wide schedule showing the names of all professional staff who have been reassigned.

C. Support Staff

1. Support Staff who desire a change in building assignment may file a written statement of such desire with the Superintendent. Such statement shall include the position and/or school to which the support staff member desires to be assigned.

2. As soon as practicable the Superintendent shall post in the schools and give to the Association a system wide schedule showing the names of all Support Staff who have been reassigned.

ARTICLE XVII

PROMOTIONS

- A. Notice of any open position to which a person might be promoted shall be posted in the manner described in Article XVI of this contract and during the summer shall be mailed to those employees requesting such information.
- B. Employees who desire to apply for such vacancies are to submit their applications in writing to the Superintendent within the time specified within the notice. The Superintendent will provide written notification to each applicant advising acceptance or rejection for the position(s). When a vacancy described in the notice is filled, the Superintendent may destroy all applications for said positions.
- C. The Association shall have the right to make promotional recommendations through the principal to the Superintendent and to the Board.
- D. Each June a form shall be provided to all employees on which they may request notification during the summer of openings in specific areas.
- E. A support staff employee who is promoted within his employment category shall be given a ten percent (10.0%) raise. He /she shall be moved to the next highest step on the guide during the next year.

ARTICLE XVIII

SENIORITY

A. Professional Staff:

Any reduction in force of the professional staff shall be conducted in accordance with state statutes and judicial decisions.

B. Support Staff:

1. Any support staff member's seniority shall be calculated from his original date of continuous employment. In the event of a reduction in force in any employment category, support staff members with the least seniority shall be the first to be rified.
2. A support staff member whose position is lost due to a reduction in force shall have the right to bump into any other employment category where he/she has performed satisfactorily and has greater seniority in that category.
3. A Rified support staff member shall be given preference by seniority in regard to any future openings in any of his previous employee categories.
4. Any employee whose work day, work week, or work year is reduced shall have the right to bump another employee with less seniority in the same job title.

ARTICLE XIX

HOME TEACHING AND SUMMER EMPLOYMENT

- A. All openings for positions in summer curriculum employment, summer school teaching, home teaching, and/or any other professional positions shall be publicized to the members of the professional staff according to the time limits prescribed in Article XVII for promotional announcement.
- B. Support staff members shall be notified of any opportunity for summer employment in their work category.

ARTICLE XX

SALARIES

- A. The following agreement for the administration of employees' salaries by the North Hunterdon-Voorhees Regional High School District shall become effective on the date listed in the Article which covers the Duration of Agreement.
- B. Experience:
 1. In determining the step (vertical position) on which newly hired employees will be placed, the Superintendent or his designated assistant shall evaluate experience gained in any other school system or in the fields of work closely related to the

prospective assignment and may make appropriate recommendations to the Board.

C. Military Experience: Salary credit and seniority shall be granted for military experience as per Chapter 18A:29-11 of the New Jersey Statutes.

D. Adjustments:

1. Professional staff members planning to complete sufficient college work during a fiscal year to qualify for placement in a higher column shall so notify the Superintendent in writing prior to November 1 of the fiscal year preceding the year in which they expect to become eligible for such higher placement on the salary guide. In the event that a professional staff member completes sufficient graduate credits to qualify for a previously declared column change, evidence of completion must be presented to the District Personnel Office not later than October 15 and March 15 to receive a revised contract for that semester. A revised contract shall be issued.
2. Any adjustments in salary due an employee for length of service (step) or for training (column) shall be made at the usual time for contract issuance. In the event that qualification for an adjustment to a new classification occurs during the summer months, after new contracts have been issued, a revised contract shall be issued prior to October 15, provided that the conditions of Section D.1. of this Article have been satisfied. A professional staff member shall be eligible for a mid-year column change provided that the conditions of Section D.I. of this Article have been satisfied.
3. The annual contract salary herein provided is full remuneration for all services rendered and required to be rendered except for the several fees provided herein. Such additional fees shall be paid in addition to and separate from the contract salary.

E. Column Qualifications: The qualifications for placement in a column on Schedule A shall be as described in this section, except as otherwise provided herein.

1. Column 0: Any member of the professional staff as defined in Article 1, regardless of educational status, who is provisionally certified or has an emergency certification in the appropriate educational field, or in accordance with Section L of this Article.
2. Column I: Any member of the professional staff as defined in Article I who has been duly certified in the appropriate educational field and who holds the BA or BS degree or their

recognized equivalent, from an accredited college or university, or in accordance with Section L of this Article.

3. Column 11: A minimum of fifteen (15) graduate credits from an accredited college or university beyond the requirements for Column I above, or in accordance with Section L of this Article.
4. Column III: A minimum of thirty (30) graduate credits from an accredited college or university beyond the requirements for Column I above; or a Master's Degree out of field granted by an accredited college or university; or in accordance with Section L of this Article.
5. Column IV: The requirements for Column I and either a Master's Degree in field granted by an accredited college or university; or a Master's Degree out-of-field plus fifteen (15) additional graduate credits in-field; or in accordance with Section L of this Article.
6. Column V:
 - a. The requirements for Column I, a Master's Degree in-field granted by an accredited college or university, and fifteen (15) additional graduate credits. Total graduate credits must equal 45 or more, of which 27 must be in-field.
 - b. The requirements for Column I, a Master's Degree out of field granted by an accredited college or university, and thirty (30) additional graduate credits. Total graduate credits must equal 60 or more, of which 36 must be in-field.
 - c. In accordance with Section L of this Article.
7. Column VI: The requirements for Column I, a Master's Degree in-field granted by an accredited college or university, and thirty (30) additional graduate credits. Total graduate credits must equal 60 or more, of which 36 must be in-field or in accordance with Section L of this Article.
8. Column VII: The requirements for Column I, a Master's degree in-field granted by an accredited college or university and forty-five (45) additional graduate credits. Total graduate credits must equal seventy-five (75) or more of which forty-five (45) must be in-field or in accordance with Section L of this Article.
9. Column VIII: The requirements for Column I, a Master's degree in-field granted by an accredited college or university, and sixty (60) additional graduate credits. Total graduate credits must equal ninety (90) credits or more of which fifty-four (54)

must be in-field or in accordance with Section L of this Article.

10. The professional staff member must present a bonafide transcript to support his claim for advancement to a new salary column.
11. District credits as defined in Article XI, Section 6 of this contract shall be considered equal to accredited graduate school credits for the purposes of salary guide placement.
12.
 - a. Graduate courses in a teacher's subject, or teaching field, i.e. any department or departments to which she/he is assigned, shall be considered in-field courses.
 - b. Graduate courses in technology shall be considered in-field courses.
 - c. Courses specifically related to achieving a degree or certification in administration or supervision shall not be counted as in-field courses.
 - d. During the approval process by the principal and the Superintendent, courses will be designated as to whether they are in-field or out-of-field.
 - e. Teachers enrolled in graduate programs requiring video courses on September 1, 2000 are entitled to movement across the guide for such courses and shall receive full tuition reimbursement for the courses in the program in accordance with Article XI.A.6. No other teachers will be granted guide movement for video courses.

F. Steps:

1. For the purpose of administration of the salary schedule, newly hired employees with previous work experience will have their experience evaluated as described in Sections B.1. and B.2. of this article. Experience credited by the Superintendent will result in placement on the salary guide at the step occupied by other employees with the same number of years of credited work experience.
2. Once placed on a step, employees will advance one step per calendar year.
3. No year shall be counted as a step on the salary guide unless at least five (5) months of the academic calendar year involved have been served. In no case shall any partial step be added to the total experience unless appropriately served and evaluated.

G. Increments: A person shall have been in the employ of the Board of Education not less than five (5) months of the previous school year to be eligible for an increment the following school year.

- H. Nondegree: All professional staff members employed in the North Hunterdon-Voorhees Regional High School District who do not have educational training equivalent to a Bachelor's Degree shall be considered to have such training only for purposes of determining placement on the salary guide.
- I. Special Fields: In employing and retaining employees in the various special areas in which shortages exist, the Board of Education reserves the right to make additional salary increments over and beyond the salary agreement, as individual cases merit such adjustment.
- J. Pay Days:
1. Pay days will normally be on the 15th and 30th of each month.
 2. All 10 month employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final pay day in June or in two equal payments on July fifteenth and August fifteenth as the employee elects.
 3. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
 4. Employees shall receive their final checks on the last working day in June upon completion of their duties.
- K. Teachers of Agriculture:
1. The summer work schedule for teachers of agriculture will be considered to be six (6) hours per day, five (5) days per week, during July and August for teachers employed prior to July 1, 1978, and others as required to fulfill the needs of the Summer Agriculture Program. During these months a fifteen (15) day vacation period will be allowed, providing program coverage is maintained.
 2. Total salary for all teachers of agriculture who are assigned to work during the summer shall be determined by their correct step on Schedule A of the preceding school year plus ten (10) percent of that amount.
 3. The total salary of teachers of agriculture who work in the summer will be paid in twenty-four (24) equal installments.

L. Vocational Personnel:

1. Placement on Schedule A (horizontal)
 - Column 0: Provisional certification
 - Column I: Certification
 - Column II: 60 credits (including certification)
 - Column III: 90 credits (including certification)
 - Column IV: B.S. Degree
 - Column V: B.S. Degree plus 15 graduate credits in field
 - Column VI: M.A. in field
 - Column VII: M.A. in field plus 15 graduate credits
 - Column VIII: M.A. in field plus 30 graduate credits
 - Column IX: M.A. in field plus 45 graduate credits
 - Column X: M.A. in field plus 60 graduate credits

2. Placement on Schedule A (vertical)

One-year credit on Schedule A for each two (2) years of trade experience (Column 0 and I only)

3. Degree credits, not including certification credits, shall be eligible for payment by the Board of Education if all other requirements of Article XI are met.
4. Salary increases which occur as a result of a professional staff member's transferring from the academic to the vocational area will not be allowed except upon recommendation of the administration and approval of the Board of Education.
5. Vocational teachers will receive an additional horizontal adjustment upon completion of ninety (90) credits (including certification) as covered in Section D above. This will be computed by calculating the step the vocational teacher is on in Column II averaged with the same step in Column III.
6. Vocational teachers will receive an additional horizontal adjustment upon completion of 15 graduate credits in field as covered in Article XI. This adjustment will be computed as follows:

$$\frac{\text{Column IV} - \text{Column III}}{2}$$

The step the vocational teacher would be on in Column IV, minus the step he/she is on in Column III, divided by 2.

M. Professional Summer Work: Employees will be compensated for professional summer work in accordance with Schedule I.

N. Salaries for Custodians, Educational Support Personnel (ESP), and Secretaries shall be paid in accordance with Schedules F, G, and H respectively.

ARTICLE XXI

HEALTH AND DENTAL INSURANCE

- A. The Board shall provide each full time employee defined in Article I with single or family plan medical insurance providing coverage similar to N.J. Blue Cross-Blue Shield with Rider J and including the 120-day program. The Board shall also provide for single or family major-medical coverage.
- B. The particular plan and carrier shall be agreed upon in writing between the Board and the Association at least 90 days prior to the first effective date of the Agreement, and that agreement shall be attached hereto.
- C. The Board will pay one hundred (100) percent of the cost of employee coverage and ninety (90) percent of the cost of dependent coverage. Employees may elect to waive dependent coverage.
- D. IRS Code Section 125 accounts shall be made available for the contributory portion of dependent coverage, so that such contributions are "pre-tax". These accounts may also be expanded to other medical expenses with the Board paying any cost related to this expanded use of these accounts. The maximum contribution shall be \$400 per month for the ten month period of September through June.
- E. The Board shall provide each full-time employee with family dental insurance as described below:

Calendar Year Maximum	\$1,250.00
Deductible	0.00
Payment Basis	UCR
Preventive Service Co. Insurance	100%
Basic Service Co. Insurance	100%
Major Service Co. Insurance	50%
Orthodontic Benefit (50%) (Lifetime Maximum)	1,000.00
Dependent Children to Age 19	

- F. The particular carrier shall be agreed upon in writing between the Board and the Association at least 90 days prior to the first effective date of the Agreement, and that agreement shall be attached hereto.
- G. The medical insurance plan referenced in paragraph A. of the Article shall contain the following components:
 - 1. Mandatory Second Surgical Opinion
 - Hospital Pre-Certification

Co-insurance: 20% of \$5,000
Deductibles: \$200 single/\$400 family

2. The Board shall also offer a Preferred Provider Option medical plan, on the same terms as described in paragraph C. above. Employees may voluntarily choose to participate in this plan.
3. New hires shall be advised of their benefit options prior to being employed. After they have been employed, each new employee will sign off on their health insurance coverage choice. All employees will be given the option of changing health care coverage during any open enrollment period.

ARTICLE XXII

MISCELLANEOUS

A. Hearing and Notice:

Whenever an employee is required to appear before the Board or any committee or the designated representative of the committee concerning any matter which would adversely affect the continuation of that employee in his employment, he shall be accorded every right afforded to him under current state statutes. The employee shall be notified, in writing, at least forty-eight (48) hours prior to the scheduled meeting.

B. Noncertificated, Nontenured Dismissal Procedure:

In the case of the dismissal or discharge of a nontenured employee, said employee, upon his written request, will be given a statement of the reasons for his dismissal or discharge.

C. Reprimand:

The Board and the Association agree that as a matter of practice, any reprimand by a supervisor/administrator of an employee with respect to the performance of the employee in his employment shall be made in confidence and not in public.

ARTICLE XXIII

DURATION AND TERMS OF AGREEMENT

- A. This agreement shall be in effect from July 1, 2005 and shall continue in effect until June 30, 2008, inclusive.

- B. Within thirty (30) days of the signing of this Agreement, copies shall be reproduced. The cost of such reproduction shall be shared equally by the Board and the Association. Copies shall be presented to all current employees, employees subsequently hired, Board members, and persons under consideration by the Board for employment.
- C. The parties hereto acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board of Education and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge, or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- D. Any notice required to be given by either party to this Agreement to the other party shall be so given in writing, pursuant to the provision(s) of this Agreement. In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NORTH HUNTERDON-VOORHEES EDUCATION ASSOCIATION

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

- E. Signed copies are in the hands of the North Hunterdon-Voorhees Education Association and the North Hunterdon-Voorhees Regional High School District Board of Education.

SCHEDULE F
CUSTODIAL AND MAINTENANCE SALARY GUIDE
 2005-2006

		A		B		C		D		E	
		DAY CLEANING		EVENING CLEANING		NIGHT CLEANING		BLDG. GR. MAINTENANCE		MECHANICAL MAINTENANCE	
<u>STEP</u>		<u>SALARY</u>	<u>RATE</u>	<u>SALARY</u>	<u>RATE</u>	<u>SALARY</u>	<u>RATE</u>	<u>SALARY</u>	<u>RATE</u>	<u>SALARY</u>	<u>RATE</u>
OLD	NEW										
	1	27,682	13.31	29,232	14.05	30,082	14.46	31,182	14.99	37,482	18.02
1	2	28,007	13.46	29,557	14.21	30,407	14.62	31,507	15.15	37,807	18.18
2	3	28,332	13.62	29,882	14.37	30,732	14.78	31,832	15.30	38,132	18.33
3	4	28,657	13.78	30,207	14.52	31,057	14.93	32,157	15.46	38,457	18.49
4	5	29,457	14.16	31,007	14.91	31,857	15.32	32,957	15.84	39,257	18.87
5	6	30,257	14.55	31,807	15.29	32,657	15.70	33,757	16.23	40,057	19.26
6	7	31,057	14.93	32,607	15.68	33,457	16.09	34,557	16.61	40,857	19.64
7	8	31,857	15.32	33,407	16.06	34,257	16.47	35,357	17.00	41,657	20.03
8	9	32,657	15.70	34,207	16.45	35,057	16.85	36,157	17.38	42,457	20.41
9	10	33,557	16.13	35,107	16.88	35,957	17.29	37,057	17.82	43,357	20.84
10	11	34,707	16.69	36,257	17.43	37,107	17.84	38,207	18.37	44,507	21.40
11	12	36,257	17.43	37,807	18.18	38,657	18.59	39,757	19.11	46,057	22.14
	13	38,357	18.44	39,907	19.19	40,757	19.59	41,857	20.12	48,157	23.15
12	14	40,457	19.45	42,007	20.20	42,857	20.60	43,957	21.13	50,257	24.16

CUSTODIAL AND MAINTENANCE PERSONNEL SHALL MOVE PER THE DELINEATED STEPS ABOVE
 Custodians with their Black Seal License shall receive an additional 4.0% salary.
 Ground, Night and Mechanical Maintenance Supervisors shall receive an additional
 7% salary.
 Saturday Maintenance Personnel shall receive an additional 4.0% salary.
 Saturday Supervisor shall receive an additional 1.0% salary.

SCHEDULE A

PROFESSIONAL STAFF SALARY GUIDE

2005 - 2006

STEP	BA/BS+30								
	0	BA/BS 1	BA/BS+15 2	MA(non fd) 3	MA(fd) MA+15 4	MA(fd)+15 MA+30 5	MA(FD)+30 6	MA(fd)+45 7	MA(fd)+60 8
A-B	40,250	41,750	43,250	44,450	45,650	46,950	49,650	50,550	52,750
C	40,800	42,300	43,800	45,000	46,200	47,500	50,200	51,100	53,300
D	41,400	42,900	44,400	45,600	46,800	48,100	50,800	51,700	53,900
E	42,100	43,600	45,100	46,300	47,500	48,800	51,500	52,400	54,600
F	42,900	44,400	46,100	47,440	48,750	50,180	53,400	54,400	56,910
G	43,800	45,300	47,000	48,340	49,650	51,080	54,300	55,300	57,810
H	44,800	46,300	48,000	49,340	50,650	52,080	55,300	56,300	58,810
I	45,850	47,350	49,050	50,390	51,700	53,130	56,350	57,350	59,660
J	46,920	48,420	50,210	51,800	53,300	54,810	58,420	59,505	61,540
K	48,420	49,920	51,710	53,300	54,800	56,310	59,920	61,005	63,040
L	50,420	51,920	55,080	58,230	60,090	61,950	64,550	64,920	67,370
M	52,920	54,420	57,580	60,730	62,590	64,450	67,050	67,420	69,870
N	56,635	58,135	61,845	65,555	67,725	69,905	72,955	74,615	76,265
O	60,850	62,350	66,060	69,770	71,940	74,120	77,170	78,830	80,480
P	65,565	67,065	70,775	74,485	76,655	78,835	81,885	83,545	85,195

SCHEDULE A

PROFESSIONAL STAFF SALARY GUIDE

2006 - 2007

STEP	BA/BS+30							
	BA/BS	BA/BS+15	MA (non fd)	MA (fd) MA+15	MA (fd) +15 MA+30	MA (FD) +30	MA (fd) +45	
	0	1	2	3	4	5	6	7
A	42,470	43,970	45,520	47,070	48,620	50,170	52,108	53,270
B-C	42,970	44,470	46,020	47,570	49,120	50,670	52,608	53,770
D	43,470	44,970	46,520	48,070	49,620	51,170	53,108	54,270
E	44,070	45,570	47,120	48,670	50,220	51,770	53,708	54,870
F	44,770	46,270	47,820	49,370	50,920	52,470	54,408	55,570
G	45,570	47,070	48,770	50,470	52,170	53,870	55,995	57,270
H	46,470	47,970	49,670	51,370	53,070	54,770	56,895	58,170
I	47,470	48,970	50,670	52,370	54,070	55,770	57,895	59,170
J	48,570	50,070	51,770	53,470	55,170	56,870	58,995	60,270
K	49,770	51,270	52,970	54,670	56,370	58,070	60,195	61,470
L	51,270	52,770	54,470	56,170	57,870	59,570	61,695	62,970
M	53,270	54,770	57,980	61,180	63,090	65,000	67,650	69,110
N	55,770	57,270	60,480	63,680	65,590	67,500	70,150	71,610
O	59,085	60,585	64,345	68,105	70,325	72,555	75,655	77,365
P	62,900	64,400	68,160	71,920	74,140	76,370	79,470	81,180
Q	67,215	68,715	72,475	76,235	78,455	80,685	83,785	85,495

MA (fd) +60
8
54,820
55,320
55,820
56,420
57,120
58,970
59,870
60,870
61,970
63,170
64,670
70,570
73,070
79,065
82,830
87,195

SCHEDULE A

PROFESSIONAL STAFF SALARY GUIDE

2007 - 2008

STEP	BA/BS+30							
	0	BA/BS 1	BA/BS+15 2	MA (non fd) 3	MA (fd) MA+15 4	MA (fd) +15 MA+30 5	MA (FD) +30 6	MA (fd) +45 7
A-B	45,915	47,415	49,015	50,615	52,215	53,815	55,415	57,015
C-D	46,415	47,915	49,515	51,115	52,715	54,315	55,915	57,515
E	46,915	48,415	50,015	51,615	53,215	54,815	56,415	58,015
F	47,415	48,915	50,515	52,115	53,715	55,315	56,915	58,515
G	47,915	49,415	51,015	52,615	54,215	55,815	57,415	59,015
H	48,415	49,915	51,715	53,515	55,315	57,115	58,915	60,715
I	49,115	50,615	52,415	54,215	56,015	57,815	59,615	61,415
J	50,015	51,515	53,315	55,115	56,915	58,715	60,515	62,315
K	51,115	52,615	54,415	56,215	58,015	59,815	61,615	63,415
L	52,415	53,915	55,715	57,515	59,315	61,115	62,915	64,715
M	53,940	55,440	57,240	59,040	60,840	62,640	64,440	66,240
N	56,255	57,755	61,015	64,265	66,225	68,185	70,885	72,395
O	59,070	60,570	63,830	67,080	69,040	71,000	73,700	75,210
P	62,135	63,635	67,445	71,255	73,525	75,805	78,955	80,715
Q	65,400	66,900	70,710	74,520	76,790	79,070	82,220	83,980
R	68,865	70,365	74,175	77,985	80,255	82,535	85,685	87,445

MA (fd) +60

8

58,615

59,115

59,615

60,115

60,615

62,515

63,215

64,115

65,215

66,515

68,040

73,905

76,720

82,465

85,730

89,195

NHVRHS

2001-2002

STEP		BA	BA+15	A+30/MA	NFMA	FD	MA	FD+15	MA	FD+30	MA	FD+45	MA	FD+60
OLD	NEW													
***	1	34840	36250	37310	38380	39530	43170	44080	44990					
	1	2	35540	36970	38060	39150	40320	44030	44960	45890				
	2	3	36250	37710	38820	39930	41130	44910	45860	46840				
	3	4	36980	38460	39600	40730	41950	45810	46780	47750				
	4	5	37720	39230	40390	41540	42790	46720	47720	48710				
	5	6	38470	40010	41200	42370	43650	47850	48670	49680				
	6	7	39240	40810	42020	43220	44520	48650	49680	50710				
	7	8	40340	41950	43200	44430	45770	50010	51070	52130				
	8	9	41470	43120	44410	45670	47050	51410	52510	53630				
	9	10	43540	45280	46820	48270	49730	53980	55130	56310				
	10	11	45790	47470	49680	51230	52790	56770	57980	59170				
	11	12	48400	50650	53510	55180	56850	60000	61280	62600				
	12	13	51850	54960	58060	59870	61680	64230	65590	66950				
	13	14	56260	59630	63000	64960	66920	69690	71170	72650				
	14	15	61040	64700	68360	70480	72610	75610	77220	78820				
	15	15	61040	64700	68360	70480	72610	75610	77220	78820				

**SCHEDULE B
EXTRA-DUTY PAYMENTS FOR STUDENT ACTIVITY ADVISORS**

<u>POSITION</u>	<u>2005-2006</u>	<u>PROBATIONARY</u>	<u>FINAL</u>
1. Academic Competition Team Advisor (as approved annually by the Superintendent)		1032	1645
2. TSA (Technology Student Association)		1032	1645
3. Class Advisors			
a) Senior - including class trip		1506	2985
b) Junior - including prom		1506	2985
c) Sophomore		1290	2429
d) Freshman		1290	2429
e) Assistant Advisors		924	1337
4. Club Advisors			
40 (forty) hours minimum		587	1169
20 (twenty) hours minimum		297	535
5. Dances			
a) Head Chaperones (per dance)			167
b) Assistant Chaperones (per dance)			128
6. Director of Student Activities		5453	7792
7. FFA Advisor		1506	2985
8. Intramural Athletic Coordinator		1965	3033
9. Key Club Advisor		1506	2985
10. Literary Magazine Advisor		932	1645
11. National Honor Society Advisor		901	1734
12. School Newspaper Advisor		2675	4463
13. Student Council Advisor		2675	4463
14. Theater			
a) Coordinatoar		4630	6899
b) Director of Major Production (two for Musical)		1982	2675
c) Director of Minor Production (one (1) act and less than forty (40) minutes)		666	932
d) Stage Manager		1615	3143
e) Set Supervisor and Designer		1033	1645
f) Make-up Supervisor (per Hour)	31.43		
g) Choreographer		527	703
h) Costumer		527	703
i) Property Supervisor		527	703
j) Tickets, promotions, and programs		527	703
k) Lighting/Sound Director		527	703
15 Yearbook Advisor		2675	4463
Assistant Yearbook Advisor		1357	2210

OTHER CONSIDERATIONS

1. All coaches will be placed on the guide on the basis of one step per year of coaching experience in the North Hunterdon Regional High School District.
2. Newly hired, inexperienced coaches will be placed on the first step. Experienced coaches will be placed on step as recommended by the Administration and approved by the Board of Education.
3. All coaching position shall be posted for a period of ten (10) working days beginning with the paydates listed in paragraph 6 below. In June, the posting will begin on June 10. Successful candidates and coaches who are not renewed, will be notified of appointment or non-renewal within 45 calendar days of the initial posting date.
4. Preparation of facilities for all athletic events will be under the direction of the Athletic Director.
5. All extra-duty appointments are non-tenured and are for one season only. At the end of each season, the positions shall be posted per paragraph 3 above and all interested parties may apply. The final decision on selection rests with the Board of Education.
6. Payment shall be made according to the following schedule:
 - A. Fall sports - November 30
 - B. Winter sports - March 30
 - C. Spring sports - last June paycheck
7. A Head Coach of the three (3) "major spectator sports" (i.e., football, basketball, and wrestling) shall be released from supervisory duties specified during the athletic season in which he serves as head coach.

SCHEDULE D

INTER AND INTRADISCIPLINARY LEARNING COMMUNITY LEADERS

- A. Learning Community Leaders shall be notified formally, in writing, by the Board of Education, not later than April 15 of the school year preceding service. The Board appointment shall specify title(s), salary(ies) and teaching load.
- B. Job Descriptions for the Learning Community Leaders shall be available prior to appointment, and shall be available for a maximum of two days following the last day of school for teachers.
- C. Learning Community Leaders shall when necessary and as part of their job be available for a maximum of two days following the last day of school for teachers.
- D. Appointment as Learning Community Leader shall be on an annual basis, according to provisions stated in Item A (above).
- E. To check class coverage and assist substitute teachers when necessary, the Intradisciplinary Learning Community Leader shall have no assignment prior to the first teaching assignment.
- F. Each Learning Community Leader shall be provided with suitable conference area, always accessible and furnished with desk, files and two or more chairs for individual use wherever possible.
- G. Payment for Interdisciplinary Learning Community Leaders shall be \$929 per teacher (\$1005 per teacher 2006-2007) (\$1045 per teacher 2007-2008).

Per Teacher	2005-2006	2006-2007	2007-2008
H.1. Option 1			
1-4 Teachers	966	1005	1045
5 or more teachers	1193	1241	1290
H.2. Option 2: Flat Fee			
15 or more teachers	5665	5891	6127
10-14 teachers	4798	4989	5189
5-9 teachers	4025	4186	4353
1-4 teachers	966	1005	1045

SCHEDULE I

MISCELLANEOUS

1. Reimbursement for use of personal car, when permission is given, for school business shall be at the current IRS Rate.

But not to exceed the IRS approved rate for reimbursement.

2. Teaching beyond the seven and one-half (7 1/2) hour day.

2005-2006	\$39.60 per hour
2006-2007	\$41.19 per hour
2007-2008	\$42.83 per hour

3. Teaching Summer School

2005-2006	\$54.04 per hour
2006-2007	\$56.20 per hour
2007-2008	\$58.45 per hour

4. Librarians, Nurses, Guidance Counselors, if needed during the summer

2005-2006	\$54.04 per hour
2006-2007	\$56.20 per hour
2007-2008	\$58.45 per hour

5. Home Instruction

2005-2006	\$54.04 per hour
2006-2007	\$56.20 per hour
2007-2008	\$58.45 per hour

6. Summer Employment for professional staff members performing educational (non-teaching) duties at school.

2005-2006	\$39.60 per hour
2006-2007	\$41.19 per hour
2007-2008	\$42.83 per hour

7. After School Supervision

2005-2006	\$34.18 per hour
2006-2007	\$35.55 per hour
2007-2008	\$36.97 per hour

SCHEDULE J
ATHLETIC TRAINER
2005 - 2006

STEP	BA/BS 1	BA/BS+15 2	BA/BS+30 MA (non fd) 3	MA (fd) MA+15 4
A-B	41,750	43,250	44,450	45,650
C	42,300	43,800	45,000	46,200
D	42,900	44,400	45,600	46,800
E	43,600	45,100	46,300	47,500
F	44,400	46,100	47,400	48,750
G	45,300	47,000	48,340	49,650
H	46,300	48,000	49,340	50,650
I	47,350	49,050	50,390	51,700
J	48,420	50,210	51,800	53,300
K	49,920	51,710	53,300	54,800
L	51,920	55,080	58,230	60,090
M	54,420	57,580	60,730	62,590
N	58,135	61,845	65,555	67,725
O	62,350	66,060	69,770	71,940
P	67,065	70,775	74,485	76,655

TRAINERS WILL MOVE ONE (1) STEP IN EACH YEAR OF THE CONTRACT.