

AGREEMENT

Between

**THE BOARD OF EDUCATION OF
THE TOWNSHIP OF EAST HANOVER**

Morris County, New Jersey

and

THE EAST HANOVER EDUCATION ASSOCIATION

2007-2010

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PREAMBLE

THIS AGREEMENT entered into this _____ by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF EAST HANOVER, MORRIS COUNTY, NEW JERSEY, hereinafter called the "Board" and the EAST HANOVER EDUCATION ASSOCIATION hereinafter called the "Association".
WITNESSED THAT:

In consideration of the mutual covenants herein contained, it is agreed as follows:

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the full-time and part-time employees of the Board, employed twenty (20) hours or more per week, specifically including:

Certificated

School Nurses
Teachers
Basic Skills Instructors
Social Workers
Specials Teachers
School Psychologist
Librarians

Non Certificated

Secretaries
Clerk-Typists
Maintenance
Bookkeepers-Receptionists
Custodians
Groundsmen
*Safety Patrol Coordinator (if reinstated)

Excluded from such representation are all other employees of the Board, specifically excluding:

Supervisors of Buildings and Grounds
Principals
Secretaries to Board Secretary
Teacher Aides
Bus Drivers
Secretaries to Superintendent
Instructional Aides
Bus Aides
Director of Special Education
Cafeteria Personnel/Playground Aides

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to regularly employed personnel represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include female employees.

DURATION OF AGREEMENT

- A. This Agreement shall take effect July 1, 2007, shall continue in full force and effect without change until June 30, 2010, with the exception of any mutually agreed upon amendments, which shall be in writing and signed by all parties.
- B. The parties agree to enter collective negotiations over a successor agreement according to the timetable established by the Public Employment Relations Commission.

AGENCY CLAUSE

REPRESENTATION FEE AGREEMENT

The parties to this Agreement hereby adopt in full legislated law entitled N.J.S.A. 34:13A-5.5 et seq.

Said adoption pertains solely to the unit represented by the East Hanover Education Association. The Board agrees to implement payroll deductions as is presently operative in the School District and will include the collection and transmittal of this fee pursuant to the present procedure.

The Association agrees to notify the Board of the amount of the representation fee to be collected for each listed nonmember of the Association. Said fee shall be no more than the maximum permitted by law.

The provisions for collection and transmittal of this fee shall be governed by N.J.S.A. 52:14-15.9e. Board compliance with this procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this Agreement.

Indemnification and Save Harmless Provision

1. Liability

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

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

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE I
COMPENSATION

A.

1. The applicable salary schedules shall be set forth, annexed hereto and made a part hereof as follows:

Schedule "A"

Full-time teachers, special teachers, nurses, librarians, basic skills instructors, social workers, and school psychologists.

Nurses must be fully certified prior to proper placement on the guide.

Schedule "B"

Secretaries

Schedule "C"

Custodial/Maintenance Personnel

Part-time personnel shall be paid on a pro rata basis.

Schedule "D"

After School Activities

2. Employees shall be notified of their contract and salary status for the coming year no later than May 15. The notice to the non-tenured teaching staff shall be issued pursuant to N.J.S.A. 18A:27-10. If, in a given year, the Commissioner of Education is empowered to revise the notification date contained in N.J.S.A. 18A:27-10, it is understood that the revised notification date will be applicable for all tenured and non-tenured employees of the District.
3. An employee hired prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.
4. All advancement on the guide, including annual increments and raises as set forth in the salary guide now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic; advancement on any such guide shall require favorable evaluation reports by the Superintendent of Schools and those charged with supervisory responsibility based on Board policy covering

the professional competence, the performance of duties assigned, and record of attendance of each employee, and approval by the Board.

5. Evening custodial employees shall receive a salary differential:

\$600 for the first year of the agreement 2007 – 2008,
\$700 for 2008- 09 and \$800 for 2009-2010

6. Minimum pay of four (4) hours for custodial/maintenance employees called into work on their day off for any period of work less than three (3) hours. If said employee works more than three (3) hours, the employee will receive time and one-half (1-1/2) for all the time worked.

B.

1. Additional compensation shall be paid to teachers who participate in approved activities, which are set forth in Schedule "D" annexed hereto and made a part hereof.
2. In cases where remuneration is not stipulated for teachers participating in student activities, consideration shall be given in scheduled assignments. The teacher will be assigned to such position by the Board on a yearly basis, and this assignment will be on a rotating basis, and each teacher must accept the assignment at the time the position is assigned and for the full year.
3. The Board shall have the right to fill the positions of Sports Coordinator and Student Council advisor with an individual who is not a member of the bargaining unit. If the position is filled by an individual who is not a member of the bargaining unit, the Board shall decide the amount of compensation, if any, to be paid for each position.

In the event the position is staffed with a member of the bargaining unit, compensation shall be set forth in Schedule "D" of this Agreement.

ARTICLE II

MEDICAL BENEFITS

- A. The Board agrees to pay one hundred percent (100%) of the group rate costs for providing Hospital-Medical-Surgical, extended Rider coverage, and Major Medical benefits for individual employees and their dependents under the Horizon Blue Cross/Blue Shield. For all employees hired on or after July 1, 2007, the Board shall pay 100% of single and dependent coverage in the Direct Access plan. Upon completion of 3 years of employment, the employee shall be given the option of choosing from all plans available to employees hired prior to July 1, 2007.

DENTAL

- B. Effective July 1, 2004 a deductible of \$25/\$75 shall be implemented. The annual deductible is waived for diagnostic and preventative care.
- C. All members of the Association who participate in the dental plan shall contribute \$100.00 towards the plan through the payroll deduction plan.
- D. Effective July 1, 2006, the Board will agree to cap the dental plan at the rates for single; subscriber and spouse; family; employee and children in effect as of July 1, 2006. An increase in these rates after June 30, 2007 shall be paid by the employees through a payroll deduction equivalent to the increase.
- E. The increased premium shall be per category, not if an employee needs to change status or coverage.

PRESCRIPTION

- F. Effective July 1, 2004 the Board shall provide prescription coverage through the Blue Cross/Blue Shield. Employees shall pay a maximum employee co-pay of \$7.00 for generic and \$15.00 for name brand for both pharmacy and mail order.
- G. If total membership in either the dental or prescription plan drops below the number of one hundred (100) members and this causes an increase in premium costs, the Association will be solely responsible for the increase in costs through the payroll deduction plan.

WAIVER PROVISION

Effective July 1, 2007, an employee eligible for medical insurance shall have the right to opt out of the medical coverage for a cash payment at the following rate: Single \$1,000, Parent/child \$2,500, Employee/Spouse \$2,500 and Family \$3,000.

Effective July 1, 2007, an employee eligible for dental insurance, shall have the right to opt out of the dental coverage for a cash payment at a rate of \$500.

The Board shall establish a Section 125 Plan.

ARTICLE III

GRIEVANCE PROCEDURE

A DEFINITION

1. A "grievance" shall mean a complaint in writing by an employee or group of employees that there has been misinterpretation, misapplication, or a violation of any of the provisions of this Agreement, or of any policy or administrative decision of the Board.

A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) working days of the time that the employee knows or should know of its occurrence; otherwise, the same shall be deemed to have been abandoned. The term grievance shall not include the following:

- a. Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education.
- b. Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.
- c. Any matter, the determination of which would require an act by the Board, which it is without legal authority to perform.
- d. The failure or refusal of the Board to renew a contract of a non-tenured employee, or a probationary custodial/maintenance employee.
- e. A complaint by any employee occasioned by appointment to, lack of appointment to, retention in, or lack of retention in any position for which tenure is neither possible nor required, subject to review for dismissal from employment only through Level Four.

2. An "aggrieved party" is a person or persons claiming the grievance.

B. PROCEDURE

1. It is agreed by both parties that the proceedings will be kept as informal and confidential as may be appropriate at any level.
2. Failure at any step of this procedure to communicate the decision on grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the grievance.
3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.
5. Any aggrieved party may be represented at all stages of the grievance procedure by himself/herself and/or a representative.
6. Procedure to be followed:
 - a. Level One - Informal (Immediate Supervisor or Superintendent)

Any employee who has a grievance shall discuss it first with the immediate supervisor or, if it is a matter that arises at the Superintendent's level, with the Superintendent, in an attempt to resolve the matter informally. If the Superintendent believes that the grievance is inappropriately placed at the Superintendent's level, then the Superintendent shall, within fifteen (15) working days, notify the grievant in writing that the grievance be directed to the appropriate level. The grievant shall then discuss the grievance informally with the immediate supervisor at the lowest appropriate level. The supervisor shall have up to fifteen (15) working days to offer a resolution or to advise the grievant that the matter cannot be resolved informally.

If the matter is not resolved at Level One, the grievant shall have fifteen (15) working days to file a formal written grievance.

If the informal discussion was with the immediate supervisor, the formal grievance shall begin at Level Two. If the informal discussion was with the Superintendent, the formal grievance shall begin at Level Three.

b. Level Two - Formal (Immediate Supervisor)

Upon receipt of the formal grievance, the immediate supervisor shall have fifteen (15) working days in which to respond in writing. The written response shall provide reasons for the decision.

If the grievant is dissatisfied with the response at Level Two, he/she shall have fifteen (15) working days in which to appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must include the formal written grievance, the immediate supervisor's written response, and the reasons for the grievant's dissatisfaction with the decision at Level Two. A copy of the appeal shall be sent to the immediate supervisor.

c. Level Three - Superintendent

The Superintendent shall have fifteen (15) working days from receipt of the formal written grievance in which to resolve the matter. The Superintendent's decision shall be communicated in writing to the employee and, if the grievance was processed through Level Two, to the immediate supervisor.

d. Level Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, the employee may, not later than fifteen (15) working days after receipt of the decision from the Superintendent of Schools, request a review and hearing by the Board. The request shall be submitted in writing with complete documentation to the Board, in care of the Board Secretary, with a copy to the Superintendent of Schools. The Board may consider the appeal on the written record submitted to it, or the Board may, at its own discretion, conduct a hearing. The Board may request the submission of additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto.

If the Board elects to conduct a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal. The Board shall make a determination within twenty (20) working days from the receipt of the grievance appeal or from the receipt of the requested additional materials, or from the date of the hearing, whichever is latest, and shall in writing notify all interested parties through the Superintendent of Schools of its determination. No claim shall be processed beyond Level Four if such claim pertains in whole or in part to dismissal or non-renewal of contract of a non-tenured employee.

e. Level Five - Binding Arbitration

- (1) The Association, dissatisfied with the disposition of the grievance at Level Four, and the claim does not pertain in whole or in part to dismissal or non-renewal of the contract of a non-tenured employee, may within fifteen (15) working days after the decision by the Board, request in writing that the grievance be submitted to arbitration. The request must be accompanied by written recommendation for such action by the Association.
- (2) Within fifteen (15) working days after such written notice of request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The decision of the arbitrator shall be final and binding only on misinterpretations or misapplication of the terms of the contract. In all other matters, including but not limited to policy or administrative decisions or past practices which affect any and all terms and conditions of employment, the decision of the arbitrator shall be advisory only.

- (3) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or in violation of any law (including the School Laws as embodied in N.J.S.A. 18A), or which is in violation of the terms of this Agreement, and shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor shall in any case have power to rule on any issue or dispute excepted from the grievance procedure by any other provision of this Agreement, including any decision made at the discretion of the Superintendent of Schools or the Board.
7. Forms pertaining to the filing and processing of a grievance shall conform to Schedule "S" annexed hereto, and shall be given appropriate distribution by the Association.

8. Each party shall bear the total costs incurred by itself, and the fees and expenses of the arbitrator are the only costs which will be shared by the parties, and they will be shared equally.

9. Secretaries/Custodial/Maintenance Personnel

Members of the Board, and those administrators and supervisors determined by the Board to be involved in or affected by the action complained of, shall be deemed persons having a direct interest in the arbitration for the purpose of attendance at any hearing held under this grievance procedure.

ARTICLE IV

ACADEMIC FREEDOM

- A. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system.
- B. Teachers as individuals will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of the students and the policies of the Board.
- C. Teachers shall consult with the Administration before instituting any planned controversial issues.

ARTICLE V

YEAR, DAYS AND HOURS OF WORK

The work year shall be as follows:

Ten-month employees shall be employed from September 1 through June 30. Twelve-month employees shall be employed from July 1 through June 30.

Effective with the 2005-2006 school year, December 23, will be an early dismissal day. If it falls on a weekend, the early dismissal day will be scheduled for the prior Friday.

- A. TEACHERS

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster not later than the required starting time, and they shall similarly indicate their departure not earlier than the recognized departure time.

2. The weekly instructional load in the district shall be scheduled on an equitable basis, taking into consideration the variables that enter into teacher assignments. These variables may include, but are not limited to, the following: number of classes the teacher meets each day, homeroom assignments, study hall assignments, assignments requiring release from teaching, number of classes and subjects in which grades are given, number of students taught, and the number of preparations.

3. Teachers at the Middle School shall have a daily schedule that includes:

a) One 30 minute lunch period

b) One 41 minute preparation period to be scheduled during the student day.

c) Five 41 minute academic periods

d) The 90 minute middle of the day schedule shall include the following:

* 30 minute duty-free lunch

* 60 minutes of assigned duties, for example, but not limited to:

* 30 minute academic*

* lunch duty

* planning room coverage

* independent study

* others at the discretion of the principal

*Teachers shall not be expected to test students or provide grades for classes scheduled during academic periods. This period shall be for the purpose of review, reinforcement, and enrichment of curricular topics and for GEPA preparation.

There shall also be three (3) team planning/grade level meeting/preparations and two (2) additional supervisory periods per week.

4. Effective July 1, 2004, the Frank J. Smith School teachers' work day shall be defined as follows:

Lunch period - 45 minutes

Preparation period - no less than 200 minutes per week; no less than 35 minutes per day. All prep time shall be consecutive minutes and scheduled during the student day

Teacher day - 7 hours

Student day - 6 hours, 30 minutes

It is not the Board's intention to reconfigure the 25 minutes of unassigned time for teachers prior to the start of the student day at Frank J. Smith School. However, if the Board deems it an educational necessity to do so, the entire District will be closed on December 23, or the Friday before, for the years in which the block of time is reconfigured, and the student-teacher contact days shall be 180 and the teacher work year shall be 183. If the Board returns the 25-minute block of unassigned time in the morning, an early closing on December 23, or the prior Friday, shall be returned to the calendar and the student-teacher contact days shall return to 181 and the teacher work year to 184.

5. Effective July 1, 2004, the Central School teachers' work day shall be defined as follows:

Lunch period - 45 minutes

Preparation period - no less than 200 minutes per week; no less than 35 minutes per day. All prep time shall be consecutive minutes and scheduled during the student day.

Teacher day - 7 hours

Student day - 6 hours, 35 minutes

6. The Administration may require teachers to remain at the end of the work day without additional compensation for the purpose of attending up to 20 hours of faculty or other professional meetings a year. Ten (10) of the meetings shall not exceed an hour in length nor be scheduled more than one per month or ten per school year. Five (5) of the meetings shall not exceed two hours in length. The Administration shall make every effort to schedule these meetings on Mondays. However, when a Monday meeting is not possible, the Administration shall provide at least one week advance notice of the change.

The five (5) two-hour meetings shall be dedicated to curriculum development or other professional needs. These meetings shall be added to each teacher's PIP and shall count toward his/her professional continuing education requirement.

Curriculum development is defined as:

- a. the development of district wide assessment instruments;
- b. the development of new courses of study;
- c. the revision of district curriculum guides;
- d. the revision or expansion of curriculum activity guide books; and
- e. the review and/or new selection of textbooks or computer software/hardware and the implementation of new technology.

In the event that teaching staff have assigned duties during the time that the above faculty/professional meetings are scheduled, they shall be excused and shall not be required to make up the meeting.

In case all faculty members are required to attend meetings for special presentations of considerable length, due consideration must be given to a shorter teaching day.

7. The Board of Education shall provide an opportunity for teachers to achieve at least 20 hours per year of continuing education which shall be added to their PIP and credited to their professional development obligation. Only in case of an emergency may the Board cancel a professional development opportunity scheduled during one of the in-service days in Article V A.12 or during one of the two-hour curriculum meetings in Article V A.7. If this occurs, the Board will make every effort to have the new program also accredited. If this is impossible, the Board shall reschedule the program so as not to increase the work day or work year for teachers, nor to result in lost preparation time.
8. The practice of using a specialist as a homeroom teacher is considered undesirable. It is agreed that should such a situation arise, consideration will be given by the administration to a reduced instructional load.
9. The practice of using a regular teacher as a substitute, thereby depriving the teacher of a preparation period, should be discouraged.
10. Effective July 1, 2004, if at any time Administration assigns a teacher to cover a class or a duty and it causes the teacher to lose a prep, the teacher shall be compensated at the rate of \$25.00 per hour or any portion thereof.
11. Attendance at Back-to-School Night by all teachers is mandatory, without additional compensation and without a shortened teaching day.
12. There shall be three (3) in-service days per school year. The first day shall be on the first workday for teachers and shall be a 4-hour day. It need not be used for professional development. On each of the two (2) full days of in-service, the district shall provide a program that will meet the requirements for six (6) hours per day of continuing education. These programs shall be added to each teacher's PIP and shall be credited to his/her professional development obligation.

This shall result in 181 student-teacher contact days and three (3) in-service days (the first of which is a four (4) hour day).
13. On district scheduled conference days and evenings, teachers may arrange their appointments within the given time frame and with administrative approval. Certified staff members may leave ten (10) minutes after the students, if they do not have afternoon conferences. Teachers may leave at the conclusion of their

conferences. Parents/guardians will be advised in writing that they may request an appointment with any staff member working with their child(ren) and of the designated conference periods. Evening conferences shall be limited to two (2) hours in duration and two (2) evenings per school year. Day and evening conferences shall be scheduled on the same day(s). The Board of Education will provide one additional day of afternoon conferences at the middle school following a shortened day for students at that school.

14. The day prior to Thanksgiving shall be a half-day schedule for staff and students.
15. There shall be a "roster" established for afternoon bus duty on a rotating basis. Students shall be dismissed from their classrooms at the end of the student day to the teacher(s) assigned to bus duty. Compensation is at the rate of \$23.00 per hour or a portion thereof beginning at the end of the teacher day.
16. Teachers' schedules should be worked out to allow sufficient time between classes where preparation of materials and travel is required, and to provide relief from continuous teaching assignments.
17. Any teacher who has a complaint as to the instructional load or scheduling may bring the same before the principal. If the teacher is not satisfied with the result at that level, the complaint may be referred to the Superintendent of Schools for final determination.

B. SECRETARIES

The work day shall consist of eight (8) hours, including a one (1) hour lunch period.

1. Summer Work Hours

Immediately upon closing of school in June, i.e., beginning on the last day for students, until school opens in September, the work day shall consist of seven and one-half (7-1/2) hours, including a one (1) hour lunch period.

2. Inclement Weather

When schools are closed for inclement weather, office personnel shall not report to work.

3. Absences Requiring a Substitute

Secretaries shall call their absences in to the substitute service. The Board agrees to establish a substitute list for this purpose.

C. CUSTODIAL/MAINTENANCE EMPLOYEES

The work day shall consist of eight (8) hours, including a one half (1/2) hour duty-free lunch period. There will be a fifteen (15) minute overlap in custodial schedules.

Overtime

Overtime shall be the number of hours an employee works beyond forty (40) hours in a given week. The employee performing overtime work shall be compensated for same at the rate of one and one-half (1-1/2) times the regular hourly wage.

State of Emergency

If the governor declares a state of emergency because of inclement weather, custodial/maintenance employees shall not be required to report to work and shall not be charged for the time. However, if the District asks these employees to report, and if any employees feel able to report, he/she/they shall be paid at the full overtime hourly rate for each hour or portion of an hour worked.

ARTICLE VI

VACATIONS AND HOLIDAYS

A. VACATIONS

Secretaries shall be eligible for vacations on the following basis:

a. Ten-month Secretaries

All school closings, except for the periods after the close of schools in June and before the opening of schools in September.

b. Twelve-month Secretaries

All 12-month secretaries will be given a half-time vacation period during the periods of school recess, except for the periods after the close of schools in June and before the opening of schools in September, and such vacation may not be carried beyond the period of the recess. All vacation time shall be scheduled and approved by the Superintendent or his/her designee.

- (1) Employees hired before September 8, 1986 are entitled to the following vacation schedule:

Twenty-four (24) working days, which may not be carried beyond the end of the calendar year in which they were earned. All vacation time shall be scheduled with the immediate supervisor.

- (2) All twelve-month employees hired on or after September 8, 1986, are entitled to the following vacation schedule:
 - (a) During the first school year of employment, .9167 working days of vacation shall be earned for each full month of service in such school year, up to a maximum of eleven (11) working days.
 - (b) For the first full school year of service through the fifth full school year of service, the annual vacation shall be eleven (11) working days.
 - (c) For the sixth full school year of service through the tenth full school year of service, the annual vacation shall be sixteen (16) working days.
 - (d) For the eleventh full school year of service and thereafter the annual vacation shall be twenty- two (22) working days.

*Secretaries shall not be required to provide proof of attendance at NJEA Convention.

2. CUSTODIAL/MAINTENANCE EMPLOYEES

Custodial/Maintenance employees shall be entitled to the following annual vacations after working the period specified:

- a. During the first school year of employment, .83 working days of vacation shall be earned for each full month of service in such school year, up to a maximum of ten (10) working days.
- b. For the first full school year of service through the fifth full school year of service, the annual vacation shall be ten (10) working days.
- c. For the sixth full school year of service through the tenth full school year of service, the annual vacation shall be fifteen (15) working days.
- d. For the eleventh full school year of service and thereafter, the annual vacation shall be twenty-one (21) working days.

A custodial/maintenance employee may take some vacation time during the periods schools are closed, provided said employee gives notice of this intention four (4) weeks prior to the Superintendent of Schools. All other vacation time

must be requested two weeks in advance. No vacations may be taken during the one week period prior to Labor Day.

This vacation time shall be limited to two (2) maintenance employees and three (3) custodians. In the event more than this number apply, the employee with seniority in the East Hanover School District shall be given preference.

B. HOLIDAYS (Secretaries and Custodial/Maintenance)

The following paid holidays will be observed:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans Day*
Memorial Day	The day prior to Thanksgiving (1/2 day)
Fourth of July	Thanksgiving Day and Day After
Christmas	Christmas Eve whenever Christmas Eve occurs on a Monday through Friday

Yom Kippur (only if schools are closed for that day)

*Veterans' Day -- Secretaries, including clerk-typists and bookkeepers, shall receive Veterans' Day as a paid holiday only when it does not fall on NJEA convention days or a weekend.

In addition to the foregoing, custodial/maintenance staff shall have the Monday or Friday immediately preceding or following Christmas Day, New Year's Day, or Fourth of July, when any such holiday falls on a Tuesday or a Thursday, as a paid holiday.

Effective July 1, 2004, Custodial/Maintenance employees shall not be required to report to work on the Thursday of the NJEA Convention.

ARTICLE VII

SICK LEAVE, PERSONAL DAYS AND LEAVES OF ABSENCE

This Article is intended to cover absences and leaves of absences for matters not directly concerned with school business. In the latter case, such things as observation of other school system, attendance at meetings, surveys of practices, etc., done at the direction of the Superintendent of Schools and for the specific purposes of the school system are outside of the purview of this Article. This Article concerns employees whose work week shall consist of twenty (20) hours or more and who are under contract with the Board.

Recognizing that absence and leave are provided for the protection and interest of employees for specific needs, the Association will encourage all employees to abide by the intent and purposes of the Article. Rights under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act shall be granted pursuant to law to all eligible teachers who apply for such leave(s), in addition to any other rights provided within this Agreement.

A. PERSONAL ILLNESS

Personal illness shall be interpreted to cover illness of the employee. The Superintendent of Schools may, at his discretion, require proof of illness.

1. TEACHERS

- a. The teachers of the East Hanover Township Schools shall be allowed the following sick days per year with full pay based upon these criteria.
- (1) 1-3 years experience in the East Hanover Schools, ten (10) days, all of which are accumulative.
 - (2) Upon obtaining tenure in the District, twelve (12) days annually, ten (10) of which are accumulative.
 - (3) At the beginning of 11 years experience in the East Hanover Schools, fifteen (15) days, any twelve (12) of which are accumulative.
- b. A teacher who has taught in the East Hanover School District for at least ten (10) years, and who has vested rights in the pension plan, and who retires from the profession, shall be eligible for payment for unused accumulated sick leave. Upon retirement, the retiring teacher shall be compensated for accumulated sick leave as follows:
- (1) First 200 days at \$50.00/day = \$10,000.00
 - (2) Subsequent 100 days at \$3500/day = \$3,500.00

Maximum days = 300
Maximum payout = \$13,500.00

2. SECRETARIES

- a. Secretaries of the East Hanover Township School shall be allowed the following sick days per year with full pay, based upon these criteria:
- (1) Twelve (12) days cumulative personal illness leave per year for twelve-month employees; and

- (2) Ten (10) days cumulative personal illness leave per year for ten-month employees.

- b. Secretaries employed in the East Hanover School District for at least ten (10) years, and having vested rights in the pension plan, who retire, shall be eligible for payment for unused accumulated sick leave. Upon retirement, the retiring employee shall be compensated as follows:

- (1) First 200 days at \$30.00/day = \$6,000.00
- (2) Subsequent 100 days at \$20.00/day = \$2,000.00

Maximum days = 300
Maximum payout = \$8,000.00

3. CUSTODIAL/MAINTENANCE PERSONNEL

- a. Custodial/maintenance employees shall be allowed twelve (12) cumulative sick days per year with full pay.

- b. Custodial/maintenance personnel employed in the East Hanover School District for at least ten (10) years, and having vested rights in the pension plan, who retire, shall be eligible for payment for unused accumulated sick leave. Upon retirement, the retiring employee shall be compensated as follows:

- (1) First 200 days at \$30.00/day = \$6,000.00
- (2) Subsequent 100 days at \$20.00/day = \$2,000.00

Maximum days = 300
Maximum payout = \$8,000.00

B. BEREAVEMENT

All temporary leave days provided for herein are for the sole purpose of arranging and attending funeral services and providing for a reasonable mourning period.

1. Death in Immediate Family of Household:

- a. Up to maximum of five (5) consecutive working days per occurrence shall be granted during the period from the date of death to the employee's first work day after the day of the funeral.

- b. "Immediate Family" includes mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, domestic partner, significant other, son, daughter, or grandchild of employee.

A member of the household includes anyone who resides within the same family unit as the employee and who is regarded, generally speaking, as a member of the family.

2. Other Family

Up to a maximum of three (3) consecutive working days per occurrence shall be granted during the period from the date of death to the employee's first work day after the funeral for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent.

3. Bereavement for a Relative Other than Immediate Family

Time off may be allowed as required to attend the funeral, up to a maximum of one (1) full day.

C. QUARANTINE

An employee who is quarantined may be entitled to an excused absence when the appropriate medical report of quarantine is submitted.

D. LEGAL DUTY OR JURY SERVICE

1. Where personal responsibility or interest is not involved, time may be granted to an employee who is required to appear in court subject to prior approval of the Superintendent of Schools.
2. Those who serve on jury duty will be allowed the necessary days, but an employee excused from jury duty early enough to return to work should do so.

E. Maternity Leave

Maternity leave shall be granted by the Board of Education in accordance with the following procedure:

- a. Application of Leave. All initial applications for maternity leave and for extensions or reductions of such leave shall be made in writing to the Superintendent.
- b. Maternity Disability. A pregnant teacher is entitled to use accumulated sick leave for one month prior to the anticipated delivery date and for one month following delivery unless the teacher's physician shall certify that a further period of recuperation is required.

- c. New Jersey Family Leave Act and Federal Family Leave and Medical Leave Act shall be granted pursuant to law to all eligible teachers who apply for such leave(s).
 - d. Child Rearing Leave. Upon the completion of leave pursuant to sections b. and c. above, additional leave, if requested, shall be granted for a period up to the end of the academic school year in which the child is born.
 - e. Extension of Child Rearing Leave. Upon the request of the teacher and approval of the Board, child rearing leave may be extended for an additional academic year beyond that in second d. above. Request for an extension of child rearing leave must be made at least three (3) months prior to the commencement of such extended leave period and, in any event, no later than March 1. In the event unforeseen circumstances occur within such application period which necessitates a late application by a teacher for extension of a child rearing leave, the specified application period shall be waived provided the teacher makes application for such extension immediately upon learning of the unforeseen occurrence.
- The Board may set reasonable conditions for the granting of an extension of the child rearing leave in section d., including a requirement that the teacher receiving such an extension not accept full time employment or any employment during all or part of the period of the extension of child rearing leave which would interfere with the purpose of such leave.
- f. Return from Child Rearing Leave. Any teacher who has received child rearing leave pursuant to sections d. and e. above may apply for permission to return to employment during the academic school year for which such leave was granted and such leave may thereupon be rescinded by the Board in its sole discretion.
 - g. Nontenured Teachers. Any child rearing leave granted to a nontenured teacher shall not extend beyond the end of the academic school year for which the maternity/disability leave is granted.

F. LEAVES OF ABSENCE

(prolonged illness beyond sick leave provisions)

Leave of absence with or without pay may be granted by the Board depending upon the experience of the employee within the system. Such leave of absence shall not exceed one (1) year and shall be without benefit of experience increment credit. The Board may request a certificate from a physician for illness of four (4) or more days. After a long illness, a thorough checkup by the school physician may be required.

G. PERSONAL DAYS

1. All members of the Association may have two (2) personal leave days without reason in a school year, none of which are accumulative. No personal leave days shall be taken by an employee on a day before or a day after holidays and vacations, except for good cause and with the approval of the Superintendent of Schools, whose decision shall be final and not subject to the grievance procedure.
 2. All employees may have three (3) personal leave days without reason in a school year, none of which are accumulative. When the three (3) personal leave days without reason have been utilized, and employee may request, and shall be granted, up to two (2) additional personal leave days without reason and with pay minus the cost of the district approved substitute rate for the employee's classification. The pay minus substitute pay will be in effect even if a substitute is not employed.
 3. All personal days shall require a minimum of two school days written notice except in emergencies. In emergency situations, the two (2) day requirement may be waived at the discretion of the Superintendent provided the absent employee completes the district approved personal day request form not later than the second day he/she returns to work. The reason for the emergency must be stated on the form.
 4. No personal leave days shall be taken by an employee on the day before or the day after or on school and/or legal holidays and vacations, except for good cause and with the prior approval of the Superintendent, whose decision shall be final and not subject to the grievance procedure. The prior approval provision set forth above shall not apply in emergency situations when the staff member is not able to seek the Superintendent's prior approval for use of a personal leave day.
- H. Previously accumulated unused sick leave days will be credited to all returning teachers and secretaries who have had approved leaves of absence; however, no sick leave days shall accrue to such employees during that period of time.
- I. Absence of employees for reasons other than those listed above, or of greater duration than accumulated sick leave, will be reviewed by the Superintendent of Schools and the Board.
- J. Attendance Bonus. All employees shall be eligible for an attendance bonus as follows:
1. Perfect attendance (no use of sick or personal days)= \$300.00
 2. With one (1) sick or personal day absence this bonus will decrease to \$150.00.

3. With two (2) sick or personal day absences (or one of each) this bonus will decrease to \$75.00.

In addition to the Attendance Bonus described above, each of five existing personal days, if unused, will be paid at \$50.00 each. The maximum bonus for unused personal days = \$250.00.

The combined maximum bonus an employee can receive is \$550.00. Bonus money will be payable in a separate check on June 30. Employees must be hired prior to February 1 in any school year to be eligible.

Example: An employee who uses two sick days and zero personal days will receive \$75.00 for the attendance bonus and \$250 for five unused personal days, for a total bonus of \$325.00.

ARTICLE VIII

SABBATICAL LEAVE

A. PURPOSE

The purpose of sabbatical leave is to give qualified certified personnel who have been in the school system for a number of years the opportunity to acquire increased knowledge and insights through advance study and independent research that will broaden and enrich their backgrounds, thereby enabling them to fulfill their professional responsibilities in a more enriched manner.

"Study" shall mean full-time study involving course work of at least twelve (12) credit hours per semester or nine (9) credits per trimester at the graduate level. Comparable programs of study authorized by scholarly foundations, completing doctoral programs at an accredited university, or government grant programs shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum, and also fills an obvious gap in the employee's background, this may be included up to a maximum of six (6) credits per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent of Schools. In the event of failure to successfully complete all or any part of the program, it will be incumbent on the employee to complete the same or equivalent courses on his own time and at his own expense within two (2) years. If failure to complete the program results from long-term illness, the employee will not be required to complete the program. In the event that the employee can no longer carry out the sabbatical leave program as approved, he will promptly advise the Superintendent of Schools and will be eligible for appropriate reassignment for the remaining leave period.

B. APPLICATION

Application for sabbatical leave shall be made to the Superintendent of Schools on a form furnished by the Board, as attached hereto.

Application shall be made by November 15 of the year preceding that for which leave is requested.

The applicant shall describe a program to be followed during the sabbatical leave. Such a program will normally be limited to a field of study in the area in which the teacher is presently assigned; however, the Board, within its sole discretion, where benefit to the school system can be demonstrated, may approve a program which is outside of the teacher's present area of assignment.

C. ELIGIBILITY

In these regulations "certified personnel" is defined as including unit members who are represented by the Association as defined in the Preamble. The professional employee will be eligible for a sabbatical leave after completion of seven (7) years of full-time, continuous, satisfactory service. A subsequent second one (1) year sabbatical for study at half pay may be requested for approval by the Board to follow the initial leave after at least seven (7) more years of full-time, continuous, satisfactory service.

In granting such sabbatical leaves, due consideration shall be given to the reasonable and equitable distribution of the applicants among the different schools and departments.

If two (2) or more applicants have equal qualifications and purposes, then preference shall be given on a basis of length of service in East Hanover Public Schools.

Sabbatical leave may be granted to one (1) employee in any one (1) school year.

D. OBLIGATION OF THE RECIPIENT

As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the East Hanover Public Schools for a period of at least two (2) consecutive years after the expiration of the sabbatical leave.

If the recipient fails to continue in the service of the East Hanover Public Schools, he/she shall repay to the Board the full salary received while on sabbatical leave, unless the Board agrees to a waiver of this obligation for good cause. If there should occur any physical incapacity during this time, the Board will relieve the employee of such obligation.

An employee on sabbatical leave must not engage in any gainful employment which would interfere with the proper use of the sabbatical.

Employees on such leave may not receive compensation from any person, persons, or organization during the school year, unless the Board and Superintendent of Schools approve such compensation as beneficial to the school system and only then upon conditions prescribed by them.

Employees on such leave shall make regular written reports to the Superintendent of Schools as the Superintendent may require.

Certified employees who have requested a sabbatical leave for study and received a grant must show evidence of this to the Superintendent of Schools.

E. OBLIGATION OF THE BOARD

The Board guarantees to the recipients of sabbatical leave that all rights under salary guide provisions, accumulated sick leave, tenure, retirement, and other benefits will be protected during their absence on leave and will continue in full force and effect upon their return. The employee shall retain all previously accrued benefits.

Upon return from sabbatical leave, an employee's salary shall be adjusted to reflect:

1. A level change due to newly attained credits and/or degrees acquired as a result of the sabbatical leave.
2. The step the employee would have achieved had the individual remained actively employed in the system during the period of absence.

The salary granted to an employee on sabbatical leave for study shall be seventy percent (70%) of the salary to which the employee would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension and Annuity Fund. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.

If a combined grant and seventy percent (70%) of the contractual salary for the period of leave exceed one hundred (100%) of the contractual salary, the actual salary to be paid by the Board will be reduced by the amount of the excess.

The Board will notify applicants for sabbatical leaves of its decision by March 1 of the year preceding the requested sabbatical leave.

ARTICLE IX

EMPLOYMENT

A. **TEACHERS**

Teachers must hold or be eligible for a New Jersey certificate to teach.

1. Each teacher shall be placed on the proper step of the salary schedule as of the beginning of the school year based on the following:
 - a. Credit up to the maximum step of any salary level on the teacher salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of the salary schedule and paragraph 4 below.
 - b. In addition, all years for military experience required by the Selective Service System shall be accepted as experience.
2. Teachers with previous teaching experience in the East Hanover School District shall, upon returning to the system, receive full credit on the salary schedule for public school teaching experience, or military experience required by the Selective Service System, up to the maximum set forth in Section b. above.

Teachers who have not been engaged in other teaching or other activities indicated above shall upon returning to the system, be restored to the next step on the salary schedule.

3. Previously accumulated unused leave days will be restored to all returning teachers who have had approved leaves of absence.

B. **CUSTODIAL/MAINTENANCE EMPLOYEES**

1. All personnel to be employed for positions in the unit shall be hired on a probationary or trial basis not to exceed one (1) year. Any such probationary or trial employee may be dismissed with or without cause, and for any stated reason or without any reason being stated, and such dismissal shall not be subject to review directly or indirectly under the grievance procedure.
2. All non-probationary or non-trial employees may be dismissed for just cause.
3. After five years of employment in the district, the non-renewal of a custodial/maintenance employee shall be arbitrable under the contract. The only exception to arbitration shall be in the case of a reduction in force, in which case the non-renewal shall be in accordance with the provisions of Article IX C.

This section shall apply only to custodial/maintenance employees with at least five (5) years of employment in the district. It shall not apply to custodial/maintenance employees with less than five years of employment in the district, and it shall not apply to any other category of employee.

C. REDUCTION IN FORCE OF SUPPORT STAFF EMPLOYEES

Nothing in this agreement shall be held to limit the right of the Board of Education to reduce the number of support staff employees, whenever, in the judgment of the Board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for any other reason that falls within its managerial prerogative. Such rights shall be limited only to the extent hereinafter delineated;

- a. Should a reduction of support staff occur, such a reduction shall occur in inverse order of seniority of employees in each of the following categories:
 1. Custodians
 2. Maintenance personnel
 3. Secretaries
 4. Clerk typist
 5. Bookkeeper/receptionist
- b. The following procedures shall be applied to any reduction in force of support staff in the categories described in section (a) 1 through (a) 5 above;
 1. "Bumping" rights shall be restricted to individual categories of employees, except as noted herein. (For example: Custodians may only "bump" other Custodians).
 2. In the discretion of the Board of Education, seniority bumping rights shall not apply if a less senior maintenance employee has a job related skill that the more senior maintenance employee does not have. In that case only the more senior maintenance employee shall have the right to bump the least senior custodian, provided that the maintenance employee is more senior than the least senior custodian.
 3. Seniority rights and credits shall accrue only in each individual category of employment. Where an employee has held employment in more than one category, such time shall not be accumulative, except for the positions of clerk/typist and secretary which may be added together for purposes of seniority such that an employee who has officially held a position in both categories shall be entitled to bump into either one.

ARTICLE X

FAIR DISMISSAL PROCEDURE

- A. On or before the date established each year by the Commissioner of Education, the Board shall give to each non-tenured teacher and secretary continuously employed since the preceding September 30, either:
 - 1. A written offer of a contract for employment for the next succeeding year, providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
 - 2. A written notice that such employment shall not be offered.
- B. The notice to the non-tenured teaching staff shall be issued pursuant to N.J.S.A. 18A:27-10. If, in a given year, the Commissioner of Education is empowered to revise the notification date contained in N.J.S.A. 18A:27-10, it is understood that the revised notification date will also be applicable for secretaries.

ARTICLE XI

ASSIGNMENT AND TRANSFER

- A. Teachers
 - 1. Posting
 - a. Whenever a vacancy occurs in the school district, notice shall be posted for at least ten (10) school days on bulletin boards in all schools, as well as in the Board Office, and sent to the Association. Such notice shall state the date by which applications are to be made.
 - b. Announcement of vacancies concerning positions that provide remuneration beyond that provided by the teachers' salary guide shall be posted in all local schools before vacancies are filled. The deadlines for applying for such vacancies shall be posted, but in no case shall the deadline be earlier than twelve (12) school days after posting.
 - c. Posting shall include a job description and a statement of qualifications necessary for filling the position as approved by the Superintendent of Schools or designated representative.
 - d. Vacancies covered by this policy which occur after the fifteenth day before closing school will be posted in all schools, as well as in the Board Office, and

made known by copy of the posting to the President and First Vice President of the East Hanover Education Association.

2. Assignments

All teachers shall be given written notice of their schedule, class and/or subject assignments, and building assignments for the forthcoming year not later than June 15.

3. Transfers

a. Voluntary Transfers

A teacher who would like a transfer should discuss the matter with the immediate superior and formally request such transfer in writing to the Superintendent of Schools within the designated application cut-off date. Such requests for transfer and reassignments for the following year shall be submitted not later than March 30. The decision of the Superintendent of Schools shall be final.

b. Involuntary Transfers

When a teacher is involuntarily transferred, the employee shall receive written notice as soon as the Board has taken formal action. If an employee requests a statement of reasons for the transfer, a written request must be made to the Superintendent of Schools within ten (10) days of the notice. The Superintendent of Schools shall furnish to the teacher a statement of reasons for the transfer within thirty (30) days of the receipt of the request. The decision of the Superintendent of Schools shall be final.

B. Secretaries

1. Voluntary Transfers and Reassignments

As vacancies occur and as soon as practicable, the Superintendent of Schools shall deliver to the Association, and post in all school buildings, a list of vacancies. Secretaries who desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools. Such request for transfers and reassignments for the following year shall be submitted not later than March 30. The decision of the Superintendent of Schools shall be final.

2. Involuntary Transfers and Reassignments

When an involuntary transfer or reassignment is necessary, an employee's area of competence, length of service in the East Hanover School District, length of service in the particular school building, and other relevant factors (including

among other things, State and/or Federal laws, rules, regulations or administrative directives), shall be considered in determining which employees shall be transferred or reassigned. The decision of the Superintendent of Schools or Board shall be final.

C. Custodians

1. Voluntary Transfers and Reassignments

- a. As vacancies occur and as soon as practicable, the Superintendent of Schools shall deliver to the Association, and post in all school buildings, a list of vacancies.
- b. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools. Such requests for transfers and reassignments for the following year shall be submitted not later than March 30. The Superintendent of Schools' decision shall be final.

ARTICLE XII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association such information that shall assist the Association in developing constructive programs on behalf of the teachers and their students.
- B. The Association and its representatives shall be permitted to use school buildings at reasonable hours for meetings, provided that permission has been secured in advance from the building principal.
- C. The Board agrees to grant to the Association and its representatives the privilege of using facilities and equipment, as has been extended in the past.
- D. Release time without loss of pay may be granted by the Superintendent of Schools to the President of the Association or his/her representative; when necessary to carry on the business of the Association. Release time will be approved upon advance notice of two (2) working days. When advance notice is not possible because of an unexpected need or because the Superintendent is unavailable, this notice requirement of two (2) days shall be waived.
- E. The Board agrees to grant to the secretaries release time no more than two (2) times a year, and custodians no more than three (3) times a year, between the hours of 3:00 and 4:30 p.m. for the purpose of attending meetings of the Association.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

- A. Reimbursement by the Board to professional staff members pursuing graduate credit will be made under the following conditions and provisions:
1. For graduate courses in applicant's area of certification. Other courses outside the area of certification may be requested and approved for reimbursement with the final consent of the Superintendent of Schools and the Board.
 2. Limited to courses for which a final passing grade and/or graduate school requirements for continued matriculation have been earned, as determined by an official transcript.
 3. All courses to be taken at an accredited college or university, as recognized by the New Jersey State Department of Education.
 4. In order to receive reimbursement, applicant must be in the employ of the school at the time the claim is made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year. Reimbursement will be subject to the following limitations:
 - a. The Board will reimburse the professional member for up to one hundred percent (100%) of his/her hour credit charges up to a maximum of nine (9) credits per person annually. Such reimbursement, however, shall not exceed the per hour graduate credit charge in effect at Rutgers University.
 - b. Any teacher who has matriculated in a Board approved graduate degree program prior to July 1, 1992, will be reimbursed seventy-five percent (75%) of the credit charges until the course work for the program is completed or the studies terminated. It is understood that no payment will be made for any related fees.
 5. All employees receiving reimbursement in accordance with this article are required to return to the East Hanover Public School District in the school year following completion of courses that were reimbursed. In the event that such an employee does not return to the district following the completion of courses as set forth above, the employee shall pay to the Board the pro-rata share of said tuition costs, unless the teacher leaves the district as a result of a reduction in force, non-renewal except for cause, or medical disability.

- B. Applicant must have served two (2) full years of employment in the East Hanover Township School District to be eligible.
- C. This policy does not apply during the term of any sabbatical leave granted to a professional employee.
- D. Applications and requests are to be submitted to the Superintendent of Schools for recommendation to the Board and must be approved before enrolling for course work. The following dates apply:

Application Deadlines:

June 15th for summer courses
 September 15th for fall semester courses
 January 15th for spring semester courses

December 15th for inter-session courses

- E. Tuition reimbursement will be subject to an aggregate cap of \$40,000. This tuition reimbursement cap shall initially be dedicated to a baseline of 100 teaching staff members (excluding supervisory personnel). Should the number of non-supervisory teaching staff members employed by the School Board increase, the baseline reimbursement cap shall correspondingly increase in the amount of \$400. For each decrease in non supervisory teaching staff members, the reimbursement cap shall decrease by \$400, but in no case shall the reimbursement cap decrease below \$40,000.
- F. All applications for reimbursement shall be submitted by the agreed upon dates. After the application period has closed, the Superintendent shall make his decisions as to approval by seniority until all who have applied have been approved or the aggregate cap is reached.
- G. No tuition reimbursement shall be granted unless a grade of B or better is earned.

ARTICLE XIV

PAYROLL SAVINGS DEDUCTION

- A. The Board agrees, upon individual and voluntary authorization of each employee, to deduct and withhold any amount of each monthly base salary for the contract year beginning July 1 and ending June 30.
- B. Said monthly deduction monies shall be transmitted in two (2) checks each month to the employee's bank (direct deposit). Each monthly payment shall be transmitted by the 14th and 28th of the same month.

- C. Employee authorization shall be in writing. A complete listing of employees with their authorizations, will be supplied to the Board Secretary.
- D. Any employee may have such deductions discontinued or changed at any time upon sixty (60) days' written notice to the Board Secretary. Only one change shall be made during each contract year.

ARTICLE XV

TEACHER-ADMINISTRATION LIAISON

A study committee of six (6) representatives of the East Hanover Education Association, one (1) representative for the Administration, and up to three (3) Board members will be established to consider ways in which the cooperative involvement of all staff members and the Board may be sustained and strengthened so that the educational programs of our schools may be constantly improved and kept current.

The committee shall hold at least two (2) meetings per year, but not more than four (4), and reports shall be forwarded to the Superintendent of Schools, the Association, and the Board.

It is clearly understood and agreed to by the Association that the Board does not consider any and all matters discussed at these meetings as negotiable, but only discussible through the Teacher-Administration Liaison Committee, and the inclusion of this provision in this contract shall not make these items negotiable. However, this does not preclude the Association from negotiating these matters during the course of regular negotiation sessions, provided the matters are negotiable.

ARTICLE XVI

BOARD RIGHTS

- A. The Association recognizes that the Board may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- C. The Board, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the school district, and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof, and reserves, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

- D. By way of illustration and not by way of limitation of the rights reserved to the Board, are the rights:
1. To direct employees of the school district.
 2. To hire, assign, promote, transfer, and retain employees covered by this Agreement within the school district, or to suspend, and for just cause to demote, discharge, or take other disciplinary action against employees.
 3. To relieve employees from duties because of lack of work or other legitimate reasons.
 4. To maintain the thoroughness and efficiency of the school district operations entrusted to it.
 5. To determine the methods, means, and personnel by which such operations are to be conducted, and to subcontract for goods and services.
 6. To take whatever other actions may be necessary to accomplish the mission of the school district in any situation (subject to Paragraph C.).

ARTICLE XVII

EMPLOYEE RIGHTS

- A. No employee shall be disciplined without just cause. The provisions of this article shall not be construed to supplant any statute or regulation relating to tenure.
- B. The Board shall have the right to take disciplinary action for just cause. Disciplinary action may include but is not limited to the following:
1. verbal reprimand;
 2. written reprimand;
 3. suspension;
 4. fine;
 5. demotion;
 6. withholding of increment where taken for disciplinary reasons rather than educational proficiency reasons;
 7. termination where permitted by law.

Disciplinary action will not include the non-renewal of a non-tenure teacher.

- C. The Board agrees to utilize the concept of progressive discipline in its application of this Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

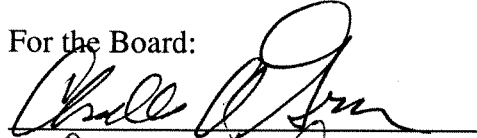
- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- C. Within sixty (60) days after the date the Agreement is signed by both the Association and the Board, copies of the Agreement shall be given to the Association for distribution to its members. The cost of making copies of the Agreement shall be equally shared by the Association and the Board.
- D. The Board agrees to make available cellular phones, or similar equipment which will provide access to emergency services for use by coaches and staff while outside of the school building.
- E. Mileage reimbursement for all bargaining unit members shall be at the IRS rate.
- F. Custodians will receive \$75.00 per year for steel-tipped work boots. Custodians shall wear these steel-tipped work boots at all times when on duty.
- G. The Board shall provide uniforms to Custodian and Maintenance employees necessary for job performance.

ARTICLE XIX

ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this Agreement neither party shall be required to renegotiate concerning said issues for the period covered herein.

For the Board:



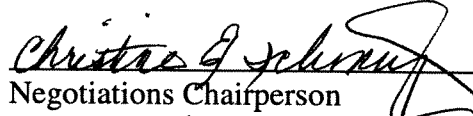
Secretary



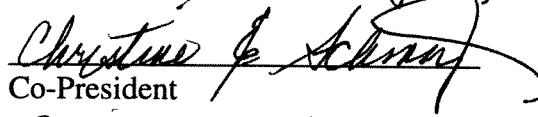
President

April 7, 2008

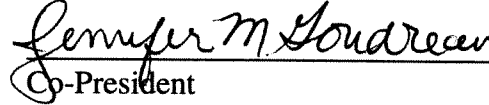
For the Association:



Negotiations Chairperson



Co-President



Co-President

SCHEDULE A

SALARY GUIDES

Teachers Guide

YEAR 1

2007-08

East Hanover

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	48,140	49,000	50,070	51,080	52,490	53,990
2	49,540	50,400	51,470	52,480	53,890	55,390
3	49,925	50,785	51,855	52,865	54,275	55,775
4	50,175	51,035	52,105	53,115	54,525	56,025
5	50,425	51,285	52,355	53,365	54,775	56,275
6	51,020	51,880	52,950	53,960	55,370	56,870
7	51,820	52,480	53,550	54,560	55,970	57,470
8	52,220	53,080	54,150	55,160	56,570	58,070
9	52,820	53,680	54,750	55,760	57,170	58,670
10	53,420	54,280	55,350	56,360	57,770	59,270
11	54,085	54,925	55,995	57,005	58,415	59,915
12	54,815	55,675	56,745	57,755	59,165	60,665
13	55,665	56,525	57,595	58,605	60,015	61,515
14	57,010	57,870	58,940	59,950	61,360	62,860
15	58,410	60,270	61,340	62,350	63,760	65,260
16	62,810	63,470	64,540	65,550	66,960	68,460
17	66,510	67,370	68,440	69,450	70,860	72,360
18	71,210	72,070	73,140	74,150	75,560	77,060
19	76,110	76,970	78,040	79,050	80,460	81,960
20	81,210	82,070	83,140	84,150	85,560	87,060

Longevity Experience in East Hanover

Completion of the	10 th year	\$100
Beginning of the	15 th year	\$475
	20 th year	\$600
	25 th year	\$750

This salary guide has been designed to place maximum emphasis upon additional study and teacher improvement. By emphasizing salary increments that will result from teachers undertaking approved study and work programs, Board of Education receives greater assurance that salary increments will be based more realistically upon improved quality teaching.

Teachers Guide

YEAR 2

2008-09 East Hanover

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,015	49,945	50,985	51,985	53,365	54,865
2	50,120	51,050	52,090	53,090	54,470	55,970
3	51,225	52,155	53,195	54,195	55,575	57,075
4	51,725	52,655	53,695	54,695	56,075	57,575
5	52,225	53,155	54,195	55,195	56,575	58,075
6	53,015	53,945	54,985	55,985	57,365	58,865
7	53,805	54,735	55,775	56,775	58,155	59,655
8	54,605	55,535	56,575	57,575	58,955	60,455
9	55,405	56,335	57,375	58,375	59,755	61,255
10	56,205	57,135	58,175	59,175	60,555	62,055
11	57,005	57,935	58,975	59,975	61,355	62,855
12	57,805	58,735	59,775	60,775	62,155	63,655
13	58,605	59,535	60,575	61,575	62,955	64,455
14	59,605	60,535	61,575	62,575	63,955	65,455
15	62,160	63,090	64,130	65,130	66,510	68,010
16	65,360	66,290	67,330	68,330	69,710	71,210
17	69,010	69,940	70,980	71,980	73,360	74,860
18	73,610	74,540	75,580	76,580	77,960	79,460
19	78,360	79,290	80,330	81,330	82,710	84,210
20	83,260	84,190	85,230	86,230	87,610	89,110

Longevity Experience in East Hanover

Completion of the	10 th year	\$100
Beginning of the	15 th year	\$475
	20 th year	\$600
	25 th year	\$750

This salary guide has been designed to place maximum emphasis upon additional study and teacher improvement. By emphasizing salary increments that will result from teachers undertaking approved study and work programs, Board of Education receives greater assurance that salary increments will be based more realistically upon improved quality teaching.

Teachers Guide

YEAR 3

2009-10

East Hanover

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	50,005	51,005	52,005	53,005	54,355	55,855
2	51,255	52,255	53,255	54,255	55,605	57,105
3	52,505	53,505	54,505	55,505	56,855	58,355
4	53,780	54,780	55,780	56,780	58,130	59,630
5	54,575	55,575	56,575	57,575	58,925	60,425
6	55,375	56,375	57,375	58,375	59,725	61,225
7	56,175	57,175	58,175	59,175	60,525	62,025
8	56,975	57,975	58,975	59,975	61,325	62,825
9	57,775	58,775	59,775	60,775	62,125	63,625
10	58,575	59,575	60,575	61,575	62,925	64,425
11	59,375	60,375	61,375	62,375	63,725	65,225
12	60,175	61,175	62,175	63,175	64,525	66,025
13	60,975	61,975	62,975	63,975	65,325	66,825
14	62,275	63,275	64,275	65,275	66,625	68,125
15	64,530	65,530	66,530	67,530	68,880	70,380
16	67,785	68,785	69,785	70,785	72,135	73,635
17	71,410	72,410	73,410	74,410	75,760	77,260
18	75,910	76,910	77,910	78,910	80,260	81,760
19	80,560	81,560	82,560	83,560	84,910	86,410
20	85,360	86,360	87,360	88,360	89,710	91,210

Longevity Experience in East Hanover

Completion of the	10 th year	\$100
Beginning of the	15 th year	\$475
	20 th year	\$600
	25 th year	\$750

This salary guide has been designed to place maximum emphasis upon additional study and teacher improvement. By emphasizing salary increments that will result from teachers undertaking approved study and work programs, Board of Education receives greater assurance that salary increments will be based more realistically upon improved quality teaching.

SCHEDULE B

Secretaries Guide

2007-08

Step	Clerk/Typist	Secretary	10 Mo Sec.
1-2	24,870	34,460	28,705
3-4	25,120	34,890	29,063
5	25,370	35,325	29,426
6	25,620	35,765	29,792
7	25,870	36,210	30,163
8	26,120	36,665	30,542
9	26,370	37,125	30,925
10	28,015	37,590	31,312
11	29,770	39,565	32,958
12	31,625	41,575	34,632
13	33,580	43,635	36,348
14	35,635	45,745	38,106

Longevity Experience in East Hanover

Completion	10th year	\$100
of the		
Beginning	15th year	\$475
of the		
	20th year	\$600
	25th year	\$750

Secretaries Guide
2008-09

Step	Clerk/Typist	Secretary	10 Mo Sec
1	26,760	36,035	30,017
2-3	27,010	36,575	30,467
4-5	27,260	37,125	30,925
6	27,510	37,680	31,387
7	27,760	38,425	32,008
8	28,010	38,820	32,337
9	28,260	39,400	32,820
10	29,675	39,990	33,312
11	31,190	40,590	33,811
12	32,805	42,725	35,590
13	34,520	44,910	37,410
14	36,335	47,145	39,272

Longevity Experience in East Hanover

Completion	10th year	\$100
of the		
Beginning	15th year	\$475
of the		
	20th year	\$600
	25th year	\$750

Secretaries Guide
2009-10

Step	Clerk/Typist	Secretary	10 Mo Sec
1-2	28,950	37,955	31,617
3-4	29,200	38,620	32,170
5-6	29,450	39,295	32,733
7	29,700	39,985	33,308
8	29,950	40,685	33,891
9	30,200	41,395	34,482
10	30,450	42,120	35,086
11	31,970	42,855	35,698
12	35,850	43,605	36,323
13	35,300	46,075	38,380
14	37,115	48,595	40,480

Longevity Experience in East Hanover

Completion	10th year	\$100
of the		
Beginning	15th year	\$475
of the		
	20th year	\$600
	25th year	\$750

YEAR 1

2007-08

E. Hanover Cust/Maint

Salary Guide

Step	Cust	Maint
1-2	31,120	32,450
3	31,620	32,950
4	32,120	33,450
5	32,620	33,950
6	33,120	34,450
7	33,620	34,950
8	34,120	35,450
9	35,990	37,320
10	38,380	39,710
11	40,845	42,175
12	43,385	44,715
13	46,000	47,330

Longevity Experience in East Hanover

Completion	10th year	\$100
of the		
Beginning	15th year	\$475
of the		
	20th year	\$600
	25th year	\$750

YEAR 2

2008-09

E. Hanover Cust/Maint

Salary Guide

Step	Cust	Maint
1	32,370	33,730
2-3	32,870	34,230
4	33,370	34,730
5	33,870	35,230
6	34,370	35,730
7	34,870	36,230
8	35,370	36,730
9	36,070	37,430
10	38,630	39,990
11	41,345	42,705
12	44,135	45,495
13	47,000	48,360

Longevity Experience in East Hanover

Completion	10th year	\$100
of the		
Beginning	15th year	\$475
of the		
	20th year	\$600
	25th year	\$750

YEAR 3

2009-10

E. Hanover Cust/Maint

Salary Guide

Step	Cust	Maint
1-2	35,750	37,140
3-4	36,250	37,640
5	36,750	38,140
6	37,250	38,640
7	37,750	39,140
8	38,250	39,640
9	39,250	40,640
10	40,500	41,890
11	42,000	43,390
12	43,750	45,140
13	45,750	47,140
14	48,000	49,390

Longevity Experience in East Hanover

Completion	10th year	\$100
of the		
Beginning	15th year	\$475
of the		
	20th year	\$600
	25th year	\$750

SCHEDULE D

Activities Salary Guide*

Additional compensation shall also be paid to teachers placed within the following assignments as follows:

	2007-08	2008-09	2009-10
a. Grade Level Chair at elementary schools:	\$546	\$571	\$597
b. Teacher in Charge at elementary schools:	\$273	\$286	\$299
c. Stokes teachers:	\$409	\$428	\$447
d. Stokes Coordinator:	\$546	\$571	\$597
e. Literary Magazine Editor	\$1,637	\$1,712	\$1,791
Literary Magazine Production	\$837	\$875	\$916
f. WEHMS Radio	\$1,310	\$1,370	\$1,433
g. Homework Club	\$26	\$27	\$29
h. I&RS Coordinator	\$1,637	\$1,712	\$1,791
i. Team Leader	\$1,637	\$1,712	\$1,791
j. Drama Coach	\$1,569	\$1,641	\$1,717
k. Drama Coach (assistant)	\$1,046	\$1,094	\$1,144
l. Grade Level Team Leaders	\$1,637	\$1,712	\$1,791
m. Music Director for School Play	\$523	\$547	\$572

* Positions filed at the discretion of the Board. Successful applicants will be notified in writing.

Activities Salary Guide*

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Band Advisor	\$1,793	\$1,875	\$1,962
Baseball, Boys	\$2,832	\$2,962	\$3,098
Basketball, Boys	\$2,832	\$2,962	\$3,098
Basketball, Girls	\$2,832	\$2,962	\$3,098
Cheerleading	\$2,832	\$2,962	\$3,098
Cross Country	\$2,832	\$2,962	\$3,098
Soccer, Boys	\$2,832	\$2,962	\$3,098
Soccer, Girls	\$2,832	\$2,962	\$3,098
Softball, Girls	\$2,832	\$2,962	\$3,098
Sports Coordinator	\$3,208	\$3,356	\$3,510
Student Council	\$1,950	\$2,039	\$2,133
Volleyball	\$2,832	\$2,962	\$3,098
2 nd Volleyball (if needed)	\$2,832	\$2,962	\$3,098
Yearbook Advisor (financial)	\$2,204	\$2,305	\$2,411
Yearbook Advisor (production)	\$2,204	\$2,305	\$2,411
Wrestling	\$2,832	\$2,962	\$3,098

Positions filled at the discretion of the Board.