

AGREEMENT

between

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF EAST HANOVER

Morris County, New Jersey

and

THE EAST HANOVER EDUCATION
ASSOCIATION

July 1, 2012 – June 30, 2015

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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
Occupational Therapists
Librarians

Non-Certificated

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

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

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

- 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, 2012, shall continue in full force and effect without change until June 30, 2015, 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 currently operative in the School District and will include the collection and transmittal of this fee pursuant to the current 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 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"

Teachers, special teachers, nurses, librarians, basic skills instructors, social workers, school psychologists, and occupational therapists.

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 of \$800.00.

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 may 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.

- (1) The Board will enroll all employees into the SEHBP and SEHBP Prescription plan.
- (2) If, in the future, the Board determines to change carriers, the new plan shall be equal to or better than the level of benefits in the School Employees' Health Benefits Plan and the School Employees' Prescription Plan.

DENTAL

- A. Effective July 1, 2004, a deductible of \$25/\$75 shall be implemented. The annual deductible is waived for diagnostic and preventative care.
- B. All members of the Association who participate in the dental plan shall contribute \$100.00 towards the plan through the payroll deduction plan.
- C. 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.
- D. The increased premium shall be per category, not if an employee needs to change status or coverage.

PRESCRIPTION

- A. 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, 2012, provided eight (8) or fewer employees waive medical insurance, the cash payment for opting out shall be three thousand dollars (\$3,000.00) per employee per plan year. If nine (9) or more employees participate in this waiver plan, the waiver payment shall be six thousand dollars (\$6,000.00) per employee per plan year. The amount of this payment is not dependent upon whether the employee is eligible for single, parent/child, employee/spouse, or family benefits.

Employees opting to waive dental insurance will receive five hundred dollars (\$500.00) per plan year for making that selection.

Employees must show proof of alternate coverage should they wish to take advantage of these payments.

The payments will be made in two installments in December and May.

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 of Superintendent)

An 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 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 this 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.

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. Six (6) minute Homeroom
 - b. One 30 minute lunch period.
 - c. One 44 minute preparation period to be scheduled during the student day.
 - d. No more than five 44 minute academic periods.
 - One 44 minute independent study period daily/lunch duty/planning room coverage/others at discretion of principal

*Teachers shall not be expected to test students or provide grades for classes scheduled during Independent Study. This period shall be for the purpose of

review, reinforcement, and enrichment of curricular topics and for NJASK preparation.

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

2011-2012 Student/Teacher contact time: 270 minutes - 4 hours 30 minutes

2012-2013 Student/Teacher contact time: 270 minutes - 4 hours 30 minutes

4. Effective July 1, 2004, the Frank J. Smith School teachers' work day shall be defined as follows:
 - a. Lunch period - 45 minutes.
 - b. 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.
 - c. Teacher day - 7 hours.
 - d. 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 PDP 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 the teachers to achieve at least 20 hours per year of continuing education which shall be added to their PDP 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.6. 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 to not increase the workday 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, consider action 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 PDP 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 an early dismissal 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 the 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

1. SECRETARIES

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

Custodian/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	Veteran's Day*
Memorial Day	The day prior to Thanksgiving - Early Dismissal
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).

*Veteran's Day - Secretaries, including clerk-typists and bookkeepers, shall receive Veteran's 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 systems, 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 with in 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) 1-4 years of experience in the East Hanover Schools shall be entitled to ten (10) days, all of which are accumulative.
- (2) Upon obtaining tenure in the District, teachers shall be entitled to 12 days of sick leave annually, ten of which are accumulative.
- (3) For any newly-hired teachers upon ratification of this contract, the following sentence shall be eliminated: "At the beginning of 11 years experience in the East Hanover Schools, fifteen (15) days, any twelve (12) of which are accumulative."

All current teachers employed by the District shall be governed by the criteria currently provided in the contract, under Section A, paragraph 1 (a) and (b) of the contract.

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 \$35.00/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 an 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. Non-tenured Teachers. Any child rearing leave granted to non-tenured 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, an 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.

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 currently 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 current 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 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

ASSOCIATE 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 continues 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 15th and 30th 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 caused 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 the amount listed in the accountability regulations. If the amount reverts back to the IRS rate the Board agrees to compensate for all mileage 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:

Deborah Muscare

Secretary

[Signature]

President

Date: 5/13/13

For the Association:

Gail L. Canova

Negotiations Chairperson

Gail L. Canova

Co-President

Krista L. Breese

Co-President

Exhibit 1

EHMS 2011-2012

5 minute Homeroom

One 30 minute lunch period

Five 41 minute academic periods

3 team meetings per week

One 41 minute preparation period daily

90 minute middle of the day

2 supervisory periods per week

2011-2012 Student/Teacher contact time

270 minutes= 4 hours 30 minutes

Proposed EHMS 2012-2013

6 minute Homeroom

One 30 minute lunch period

No more than five 44 minute academic periods per day

3 team meetings per week

One 44 minute preparation period daily

One 44 minute Independent Study period daily

2 supervisory periods per week

2012-2013 Student/Teacher contact time

270 minutes= 4 hours 30 minutes

East Hanover Middle School

Proposed 2012-2013 Faculty Schedule

6th Grade Faculty Schedule

6 mins.	8:00-8:06	Homeroom	
44 mins.	8:06-8:50	1st Period	Academic
44 mins.	8:52-9:36	2nd Period	Academic
44 mins.	9:38-10:22	3rd Period	Academic
44 mins.	10:24-11:08	4th Period	Team Meeting/Prep/Duty
30 mins.	11:11-11:41	5th Period	Lunch
44 mins.	11:44-12:28	6th Period	Independent Study
44 mins.	12:30-1:14	7th Period	Academic
44 mins.	1:16-2:00	8th Period	Academic
44 mins.	2:02-2:46	9th Period	Team Meeting/Prep/Duty
Total mins. 270			

7th Grade Faculty Schedule

6 mins.	8:00-8:06	Homeroom	
44 mins.	8:06-8:50	1st Period	Academic
44 mins.	8:52-9:36	2nd Period	Academic
44 mins.	9:38-10:22	3rd Period	Team Meeting/Prep/Duty
44 mins.	10:24-11:08	4th Period	Academic
44 mins.	11:10-11:54	5th Period	Elective/Independent Study
30 mins.	11:57-12:27	6th Period	Lunch
44 mins.	12:30-1:14	7th Period	Team Meeting/Prep/Duty
44 mins.	1:16-2:00	8th Period	Academic
44 mins.	2:02-2:46	9th Period	Academic
Total mins. 270			

8th Grade Faculty Schedule

6 mins.	8:00-8:06	Homeroom	
44 mins.	8:06-8:50	1st Period	Academic
44 mins.	8:52-9:36	2nd Period	Team Meeting/Prep/Duty
44 mins.	9:38-10:22	3rd Period	Academic
44 mins.	10:24-11:08	4th Period	Academic
44 mins.	11:10-11:54	5th Period	Academic
44 mins.	11:56-12:40	6th Period	Elective/Independent Study
30 mins.	12:43-1:13	7th Period	Lunch
44 mins.	1:16-2:00	8th Period	Team Meeting/Prep/Duty
44 mins.	2:02-2:46	9th Period	Academic
Total mins. 270			

BASE YEAR Schedule A
2011-12 East Hanover Township Teacher

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	52,785	54,060	55,335	56,610	57,885	59,670
2	53,785	55,060	56,335	57,610	58,885	60,670
3	54,785	56,060	57,335	58,610	59,885	61,670
4	55,785	57,060	58,335	59,610	60,885	62,670
5	56,995	58,270	59,545	60,820	62,095	63,880
6	58,210	59,485	60,760	62,035	63,310	65,095
7	59,430	60,705	61,980	63,255	64,530	66,315
8	59,870	61,145	62,420	63,695	64,970	66,755
9	60,670	61,945	63,220	64,495	65,770	67,555
10	61,470	62,745	64,020	65,295	66,570	68,355
11	62,370	63,645	64,920	66,195	67,470	69,255
12	63,620	64,895	66,170	67,445	68,720	70,505
13	64,870	66,145	67,420	68,695	69,970	71,755
14	66,455	67,730	69,005	70,280	71,555	73,340
15	69,780	71,055	72,330	73,605	74,880	76,665
16	73,270	74,545	75,820	77,095	78,370	80,155
17	76,935	78,210	79,485	80,760	82,035	83,820
18	80,780	82,055	83,330	84,605	85,880	87,665
19	84,820	86,095	87,370	88,645	89,920	91,705
20	89,060	90,335	91,610	92,885	94,160	95,945

Logevity Experience in East Hanover Township

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

YEAR 1 Schedule A
2012-13 East Hanover Township Teacher

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1-2	53,820	55,095	56,370	57,645	58,920	60,705
3	54,835	56,110	57,385	58,660	59,935	61,720
4	55,850	57,125	58,400	59,675	60,950	62,735
5	56,865	58,140	59,415	60,690	61,965	63,750
6	57,880	59,155	60,430	61,705	62,980	64,765
7	58,895	60,170	61,445	62,720	63,995	65,780
8	59,910	61,185	62,460	63,735	65,010	66,795
9	60,925	62,200	63,475	64,750	66,025	67,810
10	61,940	63,215	64,490	65,765	67,040	68,825
11	62,960	64,235	65,510	66,785	68,060	69,845
12	64,290	65,565	66,840	68,115	69,390	71,175
13	65,920	67,195	68,470	69,745	71,020	72,805
14	67,850	69,125	70,400	71,675	72,950	74,735
15	70,080	71,355	72,630	73,905	75,180	76,965
16	72,610	73,885	75,160	76,435	77,710	79,495
17	75,440	76,715	77,990	79,265	80,540	82,325
18	78,570	79,845	81,120	82,395	83,670	85,455
19	82,000	83,275	84,550	85,825	87,100	88,885
20	85,730	87,005	88,280	89,555	90,830	92,615
21	89,760	91,035	92,310	93,585	94,860	96,645

Logevity Experience in East Hanover Township

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

YEAR 2 Schedule A
2013-14 East Hanover Township Teacher

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	54,025	55,300	56,575	57,850	59,125	60,910
2-3	54,775	56,050	57,325	58,600	59,875	61,660
4	55,765	57,040	58,315	59,590	60,865	62,650
5	56,765	58,040	59,315	60,590	61,865	63,650
6	57,765	59,040	60,315	61,590	62,865	64,650
7	58,765	60,040	61,315	62,590	63,865	65,650
8	59,765	61,040	62,315	63,590	64,865	66,650
9	60,765	62,040	63,315	64,590	65,865	67,650
10	61,765	63,040	64,315	65,590	66,865	68,650
11	62,765	64,040	65,315	66,590	67,865	69,650
12	63,765	65,040	66,315	67,590	68,865	70,650
13	65,160	66,435	67,710	68,985	70,260	72,045
14	67,260	68,535	69,810	71,085	72,360	74,145
15	69,660	70,935	72,210	73,485	74,760	76,545
16	72,360	73,635	74,910	76,185	77,460	79,245
17	75,360	76,635	77,910	79,185	80,460	82,245
18	78,660	79,935	81,210	82,485	83,760	85,545
19	82,260	83,535	84,810	86,085	87,360	89,145
20	86,160	87,435	88,710	89,985	91,260	93,045
21	90,360	91,635	92,910	94,185	95,460	97,245

Logevity Experience in East Hanover Township

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

YEAR 3 Schedule A
2014-15 East Hanover Township Teacher

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	54,210	55,485	56,760	58,035	59,310	61,095
2	54,710	55,985	57,260	58,535	59,810	61,595
3-4	55,460	56,735	58,010	59,285	60,560	62,345
5	56,450	57,725	59,000	60,275	61,550	63,335
6	57,450	58,725	60,000	61,275	62,550	64,335
7	58,450	59,725	61,000	62,275	63,550	65,335
8	59,450	60,725	62,000	63,275	64,550	66,335
9	60,450	61,725	63,000	64,275	65,550	67,335
10	61,450	62,725	64,000	65,275	66,550	68,335
11	62,450	63,725	65,000	66,275	67,550	69,335
12	63,450	64,725	66,000	67,275	68,550	70,335
13	64,450	65,725	67,000	68,275	69,550	71,335
14	66,360	67,635	68,910	70,185	71,460	73,245
15	68,960	70,235	71,510	72,785	74,060	75,845
16	71,860	73,135	74,410	75,685	76,960	78,745
17	75,060	76,335	77,610	78,885	80,160	81,945
18	78,560	79,835	81,110	82,385	83,660	85,445
19	82,360	83,635	84,910	86,185	87,460	89,245
20	86,460	87,735	89,010	90,285	91,560	93,345
21	90,860	92,135	93,410	94,685	95,960	97,745

Logevity Experience in East Hanover Township

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

BASE YEAR Schedule B
2011-12 East Hanover Township Secretary

Salary Guide

Step	Clerk/Typ	Secretary	10 m Secry
1	30,700	41,700	34,735
2	30,950	41,950	34,945
3-4	31,200	42,200	35,155
5-6	31,450	42,450	35,360
7-8	31,700	42,700	35,570
9	31,950	42,950	35,775
10	32,310	43,980	36,635
11	34,175	45,175	37,630
12	36,160	47,160	39,285
13	38,150	49,150	40,940
14	40,140	51,620	43,000

Longevity Experience in East Hanover Township

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

YEAR 1 Schedule B
2012-13 East Hanover Township Secretary

Salary Guide

Step	Clerk/Typ	Secretary	10 m Secry
1	31,510	42,760	35,630
2	31,910	43,160	35,965
3	32,310	43,560	36,300
4-5	32,710	43,960	36,630
6-7	33,110	44,360	36,965
8-9	33,510	44,760	37,300
10	33,910	45,580	37,980
11	35,655	46,905	39,085
12	37,400	48,650	40,540
13	39,145	50,395	41,995
14	40,890	52,370	43,640

Longevity Experience in East Hanover Township

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

YEAR 2 Schedule B
2013-14 East Hanover Township Secretary

Salary Guide

Step	Clerk/Typ	Secretary	10 m Secry
1	32,157	43,657	36,380
2	33,107	44,607	37,170
3	34,057	45,557	37,965
4-5	35,007	46,507	38,755
6-7	35,957	47,457	39,545
8-9	36,907	48,407	40,340
10	37,857	49,527	41,270
11	38,807	50,307	41,920
12	39,757	51,257	42,710
13	40,707	52,207	43,505
14	41,657	53,157	44,295

Longevity Experience in East Hanover Township

Completion of the 10th year \$100

Beginning of the:

 15th year \$475

 20th year \$600

 25th year \$750

YEAR 3 Schedule B
2014-15 East Hanover Township Secretary

Salary Guide

Step	Clerk/Typ	Secretary	10 m Secry
1	32,975	44,725	37,270
2	33,925	45,675	38,060
3	34,875	46,625	38,855
4	35,825	47,575	39,645
5-6	36,775	48,525	40,435
7-8	37,725	49,475	41,230
9-10	38,675	50,425	42,020
11	39,625	51,375	42,810
12	40,575	52,325	43,600
13	41,525	53,275	44,395
14	42,475	54,225	45,185

Longevity Experience in East Hanover Township

Completion of the 10th year \$100

Beginning of the:

 15th year \$475

 20th year \$600

 25th year \$750

BASE YEAR Schedule C
2011-12 East Hanover Township Cust/Maint.

Salary Guide

Step	Custodian	Maint
1	38,685	40,185
2	39,185	40,685
3-4	39,685	41,185
5-6	40,185	41,685
7	40,685	42,185
8	41,885	42,685
9	42,185	43,685
10	43,435	44,935
11	44,935	46,435
12	46,685	48,185
13	48,685	50,185
14	50,935	52,435

Longevity Experience in East Hanover Township

Completion of the 10th year \$100

Beginning of the:

15th year \$475

20th year \$600

25th year \$750

**YEAR 1 Schedule C
2012-13 East Hanover Township Cust/Maint.**

Salary Guide

Step	Custodian	Maint
1	38,965	40,465
2	39,465	40,965
3	40,165	41,665
4-5	40,665	42,165
6-7	41,165	42,665
8	41,970	43,470
9	42,785	44,285
10	44,015	45,515
11	45,495	46,995
12	47,225	48,725
13	49,205	50,705
14	51,535	53,035

Longevity Experience in East Hanover Township

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

YEAR 2 Schedule C
2013-14 East Hanover Township Cust/Maint.

Salary Guide

Step	Custodian	Maint
1	39,225	40,725
2	39,725	41,225
3	40,225	41,725
4	40,730	42,230
5-6	41,240	42,740
7-8	42,040	43,540
9	42,860	44,360
10	44,215	45,715
11	45,820	47,320
12	47,675	49,175
13	49,780	51,280
14	52,135	53,635

Longevity Experience in East Hanover Township

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

YEAR 3 Schedule C
2014-15 East Hanover Township Cust/Maint.

Salary Guide

Step	Custodian	Maint
1	39,865	41,365
2	40,365	41,865
3	40,865	42,365
4	41,365	42,865
5	41,865	43,365
6-7	42,670	44,170
8-9	43,510	45,010
10	44,855	46,355
11	46,450	47,950
12	48,295	49,795
13	50,390	51,890
14	52,735	54,235

Longevity Experience in East Hanover Township

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

Schedule D

Activities Salary Guide* 2012-2015

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

Grade Level Chair (Elementary School)	\$624.00
Teacher In-Charge (Elementary School)	\$313.00
Stokes Teachers (Washington, D.C.)	\$467.00
Stokes Coordinator (Washington, D.C.)	\$624.00
Literary Magazine Editor	\$1,873.00
Literary Magazine Production	\$958.00
WEHMS Radio	\$1,499.00
Homework Club	\$30.00
I&RS Coordinator	\$1,873.00
Team Leader	\$1,873.00
Drama Coach	\$1,796.00
Drama Coach Assistant	\$1,196.00
Grade Level Team Leaders	\$1,873.00
Music Director for School Play	\$598.00

*All positions to be filled at the discretion of the Board of Education

Schedule D

Activities Salary Guide* 2012-2015

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

Band Advisor	\$2,052.00
Baseball, Boys'	\$3,240.00
Basketball, Boys'	\$3,240.00
Basketball, Girls'	\$3,240.00
Cheerleading	\$3,240.00
Cross Country	\$3,240.00
Soccer, Boys'	\$3,240.00
Soccer, Girls'	\$3,240.00
Softball, Girls'	\$3,240.00
Sports Coordinator	\$3,671.00
Student Council	\$2,231.00
Volleyball	\$3,240.00
2 nd Volleyball (if needed)	\$3,240.00
Yearbook Advisor (Financial)	\$2,521.00
Yearbook Advisor (Production)	\$2,521.00
Wrestling	\$3,240.00

*All positions to be filled at the discretion of the Board of Education.