

AGREEMENT

Between the

NORTH HANOVER TOWNSHIP EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF NORTH HANOVER TOWNSHIP

THE COUNTY OF BURLINGTON

STATE OF NEW JERSEY

JULY 1, 2002 –JUNE 30, 2005

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PREAMBLE

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

WITNESSETH:

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

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

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

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

ARTICLE I

RECOGNITION

A. Unit

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

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

but excluding:

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

and all other employees not included above.

B. Definition of Unit Member

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

ARTICLE II

SALARIES AND HEALTH BENEFITS

A. Salary Schedule

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

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

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

B. Insurance Protection

1. Health Coverage

- a. The Board shall provide the health care protection designated below. The Board shall pay for each unit member eligible and choosing to enroll in the full single premium plan or the full family plan insurance coverage where appropriate.

The district health plans shall be Blue Select Health, HMO Blue, Blue Dental and Blue Cross/Blue Shield Prescription Coverage with a \$10.00 brand name, \$5.00 generic, and \$0.00 mail order co-pay. The terms of the Memorandum of Agreement executed March 11, 1994 shall control health benefit plan options and payments. The office co-pay is \$12.00.

- b. Should any unit member opt for any coverage beyond Blue Select, the premium difference between what is opted for and basic Blue Select shall be paid by the individual unit member by means of a payroll deduction monthly.

2. Dental Coverage

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

100% Preventative and Diagnostic
80/20 Remaining Basic Services
60/40 Prosthodontics Benefits (crowns, inlays and gold restoration).
50/50 Orthodontic Benefits: Maximum \$1,200

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\$0 deductible
\$1,000.00 Annual Maximum

3. Prescription Coverage

The Prescription Insurance, premiums fully paid by the District co-pay shall be \$10.00 for brand name prescriptions, \$5.00 for generic drugs and zero (0) for mail-in prescriptions.

4. The Board shall provide to each unit member a description of the health care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of the conditions and limits of coverage as listed above. No two (2) members of the same family shall receive duplicate coverage under the Board of Education plans.
5. Unit members on an extended leave or sabbatical leave shall be allowed to continue his/her various insurance benefits provided the premium (at group rate) payment from the unit member is delivered to the Board at least fifteen (15) days prior to the premium due date.
6. All new employees working twenty-five (25) or more hours per week on a regular schedule are eligible to receive insurance benefits.
7. Nothing contained herein shall deny the right of the Board to determine the carrier for the insurance plans provided the Board demonstrates to the Association that any change in carriers will not reduce the range and levels of benefits and services.
8. Health insurance for employees hired on or after July 1, 1997 shall provide that in the first two (2) years of employment the Board shall pay the premiums for medical insurance coverage only, i.e., the single, husband/wife, parent/child or family. During the above stated period the employee shall receive prescription or dental coverage by paying the premiums at the group rate. Upon the first (1st) day of the third (3rd) year of employment the employee shall receive whatever contractual benefits that are provided in the agreement. The Board shall be responsible for the full coverage as paid for other unit employees.
9. Health Benefits "Opt Out"

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

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

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

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

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

ARTICLE III

NEGOTIATION PROCEDURE

A. Deadline Date

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

B. Procedure

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

c. Selection of Representatives

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

d. Administration of Agreement

The Superintendent of Schools shall meet with the President of the Association at least once a month on a mutually agreed upon day for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

e. Exclusive Bargaining Representatives

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

f. Totality of Understanding

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

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and confirmed in writing.

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2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to the aggrieved party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable and confirmed in writing.

3. Level One

A unit member with a grievance must make initial written submission to his principal or appropriate administrator not later than twenty (20) school days after the action or event challenged, thereafter the grievance shall be untimely and the Administration shall have no obligation to entertain the grievance. If the aggrieved person is not satisfied with the disposition of her/his grievance or if no decision has been rendered within five (5) school days after the presentation (hearing) of the grievance, he/she may submit a written appeal to the Superintendent of Schools through the Association.

4. Level Two

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

5. Level Three

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

6. Level Four

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

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues presented to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator may neither add to nor subtract from the language of the negotiated agreement in

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rendering a decision. Only the parties signatory to this agreement shall have the right to proceed to arbitration. In no event shall such right accrue to an individual. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon both parties.

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

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

D. Rights of Unit Members of Representation

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

ARTICLE V

PROFESSIONAL and SUPPORT STAFF GROWTH COMMITTEE

A. Philosophy

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

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

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

B. Liaison Committee

In order to discuss problems of mutual concern, the following procedures apply:

1. The Liaison Committee shall be composed of three (3) administrators appointed by the Superintendent, three (3) unit members appointed by the Association President and chaired by the Superintendent of Schools or his designee.
2. A meeting of the Liaison Committee shall be scheduled for October, January and April of each year. Initiation of these meetings will be by either the superintendent or the Association President (or their designees) submitting to the other in writing an agenda of items for discussion. The initiating party shall submit the proposed agenda within the last fifteen (15) calendar days of the month prior to such meeting, suggesting three (3) dates and times of convenience for such meeting. The receiving party shall within seven (7) calendar days of receipt respond in writing with any other items for inclusion in the agenda and select one of the dates and times of convenience. Lack of initiation by either party within the time prescribed is understood to mean that there is no need for a meeting during that month.
3. It is specifically understood that the Liaison Committee is an internal instrument between the Board and Association and is intended to be confidential between the parties to this Agreement and not a public forum. Any report(s) emanating from the considerations of the committee shall also be confidential and forwarded to the Board for its review and consideration.
4. Any report(s) generated from this committee may be forwarded to the Board through the Superintendent and the Board will acknowledge receipt in writing within thirty (30) calendar days. The Board may accept, reject, modify or return such report(s) for further study.

C. Professional and Support Staff Growth Committee

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

D. Professional Days for Unit Members

Any unit member, upon approval of the Superintendent, shall be granted time for professional visitation to schools, classrooms, or workshops both within and without the North Hanover Township School District. The Board will

pay for the mileage, registration, and other pertinent expenses. Mileage reimbursement shall be the rate established by the IRS.

ARTICLE VI

UNIT MEMBER RIGHTS

A. Rights and Protection in Representation

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

B. Statutory Saving Clause

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

C. Just Cause Provision

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

D. Required Meeting or Hearing

1. Whenever any unit member is required to appear before a Principal, appropriate Administrator, Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that unit member in his office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a unit member pending charges by the Board shall be with pay.
2. The Board recognizes that during the course of a workday, situations arise that require immediate communication between the Superintendent and other Administrators and the Association President. To compensate the Association President for loss of preparation periods/required after-school meetings (other

than as agreed in Article III, Paragraph D), the Association President shall not be assigned supervision during the arrival and departure of students and shall have a guaranteed duty-free lunch period in keeping with Article XI of this agreement.

E. Association Identification

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

ARTICLE VII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

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

B. Released Time for Meetings

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

C. Use of School Buildings

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

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

D. Use of School Equipment

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

E. Bulletin Boards

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

F. Mail Facilities

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

G. Orientation Presentation

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

H. Exclusive Representative Agent

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

ARTICLE VIII

EMPLOYMENT

A. Notification of Contract and Salary

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

B. Notification of Vacancies

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

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C. Teacher Transfers

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

D. Change in Assignments

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

E. Involuntary Transfers

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

F. Requests for Transfer

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

G. Resignations

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

ARTICLE IX

EVALUATIONS

A. Procedure

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

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

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

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

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

F. Personnel File

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

ARTICLE X

LEAVES OF ABSENCE

A. **Extended Leaves of Absence**

1. **Sabbatical Leave for Teachers**

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

2. **Extended Disability Leave for Unit Personnel**

- a. Due to a medical disability, a unit member shall be granted an extended leave of absence without pay (subject to paragraph c hereof) if any one of the following conditions exist.
 - (1) A notable and substantial decrease in work performance due to such disability.
 - (2) The presentation of certification from a medical doctor that the unit member is medically unable to continue work.
- b. The Board shall have the right to have such a unit member examined by its own physician; and, in the event of a disagreement between the Board's physician and the unit member's physician on such ability or inability, the question shall be referred to a physician engaged at the joint expense of the unit member and the Board for final and binding resolution.
- c. During the period of the unit member's personal medical disability, accumulated sick leave benefits in accordance with N.J.S.A. 18A:30-1 et seq. shall be paid until such benefits are exhausted or the personal medical disability has been terminated.
- d. When the seeking of an extended leave of absence for medical disability can be anticipated, a unit member shall file a written request for such a leave with the Superintendent or his designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence.
- e. Upon the termination of the medical disability the unit member shall return to work. In the event of disagreement, the date of said termination shall be established as set forth in Paragraph b above.

3. **Child-Rearing Leave for Unit Personnel**

A unit member may make application to the Board at least thirty (30) days before the effective date, for an unpaid child-rearing leave of absence, if a "natural" child is less than ninety (90) days of age or less than ninety

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(90) days in possession of parent(s) in the case of adoption of a child less than five (5) years of age. Upon application, said leave shall be granted by the Board for a period not to exceed one (1) year. The date of requested return by the unit member may be adjusted by the Board so as to commence in January or September following the end of the requested leave.

4. Illness in the Family

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

5. Conditions

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

- a. Requests shall be in writing and approved by the Superintendent of Schools.
- b. Further extensions shall be at the will of the Board of Education.
- c. Salary increments shall not accrue.
- d. Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- e. During the period of such unpaid leave, vacation time shall not accrue.
- f. Written notice of intention to either return or resign shall be given the Superintendent of Schools by April 1 of the year in which the leave expires.
- g. The Board of Education shall consider any application for an extended leave without pay on an individual case by case basis and the decision to grant same or not shall lie solely in the Board.

B. Temporary Leaves of Absence

1. Sick Leave for Unit Personnel

a. Accumulative

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

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

b. Non-accumulative

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

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

2. Retirement Pay for Unit Personnel

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

3. Personal Leave

- a. Each unit member shall be entitled up to three (3) days of leave with pay annually for reason of personal business.
- b. Personal business shall mean business which could not be scheduled for other than a workday during work hours.
- c. Such leave shall also be for "reasons of emergency" as approved by the Superintendent of Schools.
- d. The Superintendent, if he suspects that the request for personal leave is for reasons not intended for personal use, may request verification.
- e. Unused personal leave shall accumulate as sick leave days at the end of each school year (equal conversion) .

4. Bereavement Leave

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

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

5. Jury Duty

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

g. Absence Record

The "Absence Record" attached hereto shall be a part of the Agreement.

ARTICLE XI

SCHOOL CALENDAR, WORK YEAR, WORK DAY

A. Adoption of Academic Calendar

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

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

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

B. Work Year

1. Teacher Work Year

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

2. Secretary and Clerk Assistant Work Year

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

3. Cook Work Year

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

4. Educational Assistant/Media Retrieval Assistant Work Year

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

5. Custodian Work Year

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

C. Teacher Work Day

1. The workday for teachers shall be six and three-quarters (6-3/4) hours and the workday for nurses and Child Study Team members shall be seven (7) hours.
2. The work day for library teachers may be shifted to start and end no more than sixty (60) minutes later than the regular building starting and ending time, Monday through Thursday. The workday shall remain consistent with Article XI:c.1.
3. In addition, each school shall establish a rotating supervisory schedule to adequately cover arrival and departure of students for fifteen (15) minutes beyond the above specified teacher workday.
4. Lunch Periods
 - a. All teachers with the exception of those listed in 4.b. below shall be entitled to a daily forty-five (45) minute duty free lunch. No faculty grade level meeting or individual meeting shall be scheduled during the teacher's regularly scheduled lunch period.
 - b. Child Study Team members, Social Workers, Guidance Counselors and School Nurses shall have a daily one (1) hour duty free lunch period unless the staff member(s) is assigned to teach a class, under which circumstances the lunch period shall be as follows:
 - (1) Staff members who teach at least one (1) period per day shall have a daily forty-five (45) minute lunch period.
 - (2) Staff members who teach less than one (1) period per day (e.g. only one (1) period per week), shall receive one (1) forty-five minute lunch period on the day(s) that they are assigned to teach.
5. Teachers' participation in and attendance at one (1) Open House and one (1) Spring Fair shall be in addition to the aforesaid work day.
6. Participation in the "Environmental Education Program" shall be voluntary.

7. Preparation Time

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

D. Secretary and Clerk Assistant Work Day

1. All secretaries and clerk assistants shall work six (6) hours and forty-five (45) minutes per day exclusive of a lunch period. All approved work performed over forty (40) hours in a calendar week shall be paid at the rate of time plus one-half.
2. Summer Hours: All members of the clerical unit required to work during the summer will work five (5) hours and thirty (30) minutes per day exclusive of a lunch period (9:00 a.m. to 3:30 p.m.). Summer time is defined as the day after the teaching staff leaves in June through August 31st.
3. Reasonable hours encompassing the workday will be established by the school district for all secretaries and clerk assistants.
4. When it is necessary for a clerk assistant to substitute for a secretary the clerk assistant will receive additional compensation at the rate of ten percent (10%) of the clerk assistant's salary per diem.

E. Educational Assistant Hours of Work

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

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

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

F. Library/Media Retrieval Assistant Hours of Work

As demand requires the individual should report at 7:45 AM to schedule and load the media retrieval system. At 8:30 AM the individual should report to the Discovery School. At 2:00 PM the individual should report to the Media Retrieval System to schedule for the following day. The individual's work day shall be 6-3/4 hours ending

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at 2:30 PM. The duties of the Library/Medial Retrieval Assistant have to be reviewed several times prior to the end of the school year to determine if the times need to be adjusted within the 6-3/4 hour day. The Library/Media Retrieval Assistant shall not be assigned duties (e.g. line or bus duty). Training shall be within the workday.

G. Cook Hours of Work

1. All cooks shall work six (6) hours per day. All approved work performed over forty (40) hours in a five (5) day week shall be paid at the rate of time plus one-half. All work between thirty (30) and forty (40) hours shall be paid at straight time. All time over thirty (30) hours will be based on one-half (1/2) hour.
2. Reasonable hours encompassing the workday will be established by the school district for all cooks.
3. All weekend and holiday cafeteria work shall be voluntary and shall be paid at the rate of time plus one-half for all hours worked. Volunteers from the school where the activity is taking place should be given first preference to work. Management reserves the right to assign if no employee volunteers for the work. The rate of pay for overtime shall be based on a one hundred eighty-three (183) day school year.
4. When it is necessary for an hourly cafeteria worker to substitute for a cook, the hourly cafeteria worker shall receive additional compensation at the rate of ten percent (10%) of their rate.

H. Custodial Daily Work Hours

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

I. Vacations -- Custodians and 12 Month Secretaries

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

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

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A copy of the employee's vacation request approval or disapproval shall be returned to the employee within three (3) days.

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

3. Miscellaneous Vacation Provisions

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

4. Completed Years of Satisfactory Service:

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

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

6. Holidays (Custodians)

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day and Day After

*Christmas Eve and Christmas Day if it falls during the work week

**New Year's Day

Martin Luther King's Day
Presidents Day
Good Friday
Easter Monday
Memorial Day

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

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

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

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

ARTICLE XII

PROMOTIONS

A. Application Procedures

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

B. Filling Positions

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

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

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

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

ARTICLE XIII

**PROFESSIONAL STANDARDS AND PROFESSIONAL PROCEDURES
FOR TEACHERS**

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

ARTICLE XIV

CLASS SIZE

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

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

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

ARTICLE XVI

REDUCTION IN FORCE

A. Procedure for Teachers

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

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

4. Recall

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

5. Reemployment Rights

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

6. Notice

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

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

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

The contract of a nontenured employee may be terminated by either the Board or by the employee upon prior written notification of at least thirty (30) calendar days. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination if requested in writing within five (5) school days. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity for an informal hearing, if requested in writing within another five (5) school days, to a terminated employee. Nothing contained herein shall be so construed as an attempt to alter in any way, nor to add to, the requirements of law concerning the termination of the employment of tenured employees, nor does this preclude layoff by the school district of any employee.

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

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

D. Reduction in Force for Custodians

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

1. Procedure

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

2. Selection of Unit Members Affected

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

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

ARTICLE XVII

REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

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

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2. Legal Maximum

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

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

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

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

3. Mechanics

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

4. Changes

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

5. New Unit Members

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

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

ARTICLE XVIII

EXTRACURRICULAR WORK FOR TEACHERS

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

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

1. Intervention and Referral Services Meetings (I. R. & S.)
2. 504 Meetings
3. Individual Education Plan (IEP) meetings with parents
4. Transitional First Grade for Parents
5. Gifted and Talented Programs

unless they volunteer to do so or are specifically directed in writing to do so by the Board, Superintendent or his/her designee, in which event teachers so directed shall be compensated at the hourly rate of twenty-five dollars (\$25.00) during the 2002-2003 and 2003-2004 school year and thirty dollars (\$30.00) per hour during the 2004-2005 school year for such work beyond the normal workday. Any teacher initiating any of the above or similar programs on their own, shall not be compensated for same.

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

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

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

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

G. The designated Teacher in Charge shall be compensated at twenty-five dollars (\$25.00) per full day and fifteen dollars (\$15.00) per half day or any part thereof, on days when administration notified him/her of such assignment.

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

NHTEA AGREEMENT 2003-2005

I. Child Study Team Summer Assignments

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

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement signed as of the 22nd day of JANUARY, 2003 shall become effective as of July 1, 2002 and shall continue in effect until June 30, 2005, subject to the Association's right to negotiate over a successor agreement as provided in Article III.
- B. In Witness Whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.
- C. Language modifications shall be effective the date of signing and salary modifications shall be retroactive to July 1, 2002.

NORTH HANOVER TOWNSHIP EDUCATION ASSOCIATION

Negotiating for:

BY Kathleen A. Sytnik The Association
Its President

BY Fred C. Schaber
Its Secretary

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

BY Chad M. [Signature] The Board of Education
Its President

BY [Signature]
Its Secretary

SALARY GUIDE -- TEACHERS – 2002-2003

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M 15</u>	<u>M+30</u>
1	37,739	39,089	40,439	41,789	43,139	44,489
2	37,989	39,339	40,689	42,039	43,389	44,739
3	38,895	40,245	41,595	42,945	44,295	45,645
4	39,800	41,150	42,500	43,850	45,200	46,550
5	40,705	42,055	43,405	44,755	46,105	47,455
6	41,610	42,960	44,310	45,660	47,010	48,360
7	42,516	43,866	45,216	46,566	47,916	49,266
8	43,421	44,771	46,121	47,471	48,821	50,171
9	44,327	45,677	47,027	48,377	49,727	51,077
10	45,232	46,582	47,932	49,282	50,632	51,982
11	46,137	47,487	48,837	50,187	51,537	52,887
12	47,043	48,393	49,743	51,093	52,443	53,793
13	47,948	49,298	50,648	51,998	53,348	54,698
14	48,854	50,204	51,554	52,904	54,254	55,604
15	49,759	51,109	52,459	53,809	55,159	56,509
16	50,724	52,074	53,424	54,774	56,124	57,474
17	51,570	52,920	54,270	55,620	56,970	58,320
18	52,474	53,824	55,174	56,524	57,874	59,224
19	53,381	54,731	56,081	57,431	58,781	60,131
20	55,967	57,317	58,667	60,017	61,367	62,717
21	58,555	59,905	61,255	62,605	63,955	65,305
22	59,848	61,198	62,548	63,898	65,248	66,598
23	61,628	63,178	64,528	65,878	67,228	68,578

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

SALARY GUIDE --TEACHERS -- 2003-2004

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	39,514	40,914	42,314	43,714	45,114	46,514
2	39,714	41,114	42,514	43,914	45,314	46,714
3	39,914	41,314	42,714	44,114	45,514	46,914
4	40,842	42,242	43,642	45,042	46,442	47,842
5	41,771	43,171	44,571	45,971	47,371	48,271
6	42,700	44,100	45,500	46,900	48,300	49,700
7	43,630	45,030	46,430	47,830	49,230	50,630
8	44,559	45,959	47,359	48,759	50,159	51,559
9	45,488	46,888	48,288	49,688	51,088	52,488
10	46,417	47,817	49,217	50,617	52,017	53,417
11	47,346	48,746	50,146	51,546	52,946	54,346
12	48,276	49,676	51,076	52,476	53,876	55,276
13	49,204	50,604	52,004	53,404	54,804	56,204
14	50,134	51,534	52,934	54,334	55,734	57,134
15	51,063	52,463	53,863	55,263	56,663	58,063
16	52,053	53,453	54,853	56,253	57,653	59,053
17	52,922	54,322	55,722	57,122	58,522	59,922
18	53,849	55,249	56,649	58,049	59,449	60,849
19	54,779	56,179	57,579	58,979	60,379	61,779
20	57,434	58,834	60,234	61,634	63,034	64,434
21	60,089	61,489	62,889	64,289	65,689	67,089
22	61,416	62,816	64,216	65,616	67,016	68,416
23	63,448	64,848	66,248	67,648	69,048	70,448

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

SALARY GUIDE -- TEACHERS -- 2004-2005

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	41,259	42,709	44,159	45,609	47,059	48,509
2	41,459	42,909	44,359	45,809	47,259	48,709
3	41,659	43,109	44,559	46,009	47,459	48,909
4	41,859	43,309	44,759	46,209	47,659	49,109
5	42,811	44,261	45,711	47,161	48,611	50,061
6	43,763	45,213	46,663	48,113	49,563	51,013
7	44,716	46,166	47,616	49,066	50,516	51,966
8	45,668	47,118	48,568	50,018	51,468	52,918
9	46,621	48,071	49,521	50,971	52,421	53,871
10	47,573	49,023	50,473	51,923	53,373	54,823
11	48,525	49,975	51,425	52,875	54,325	55,775
12	49,478	50,928	52,378	53,828	55,278	56,728
13	50,430	51,880	53,330	54,780	56,230	57,680
14	51,383	52,833	54,283	55,733	57,183	58,633
15	52,334	53,784	55,234	56,684	58,134	59,564
16	53,349	54,799	56,249	57,699	59,149	60,599
17	54,239	55,689	57,139	58,589	60,039	61,489
18	55,190	56,640	58,090	59,540	60,990	62,440
19	56,143	57,593	59,043	60,493	61,943	63,393
20	58,864	60,314	61,764	63,214	64,664	66,114
21	61,585	63,035	64,485	65,935	67,385	68,835
22	62,946	64,396	65,846	67,296	68,746	70,196
23	65,028	66,478	67,928	69,378	70,828	72,278

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

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

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

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

New teachers entering the district with experience between zero (0) and three (3) years will be placed on Step One (1).

SALARY GUIDE -- SECRETARIES -- 10-MONTH POSITIONS

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	18,763	19,358	22,341
2	19,094	19,699	22,641
3	19,424	20,040	22,941
4	19,755	20,381	23,241
5	20,085	20,721	23,541
6	20,839	21,500	23,841
7	21,595	22,279	24,141
8	22,960	23,688	24,441
9	24,325	25,096	25,894
10	25,692	26,506	27,349
11	27,057	27,915	28,802
12	28,422	29,323	30,256
13	29,788	30,732	31,709
14	31,075	32,060	33,079

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

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

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

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

SALARY GUIDE -- SECRETARIES -- 12-MONTH POSITIONS

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	22,515	23,229	26,809
2	22,913	23,639	27,169
3	23,309	24,048	27,529
4	23,705	24,457	27,889
5	24,102	24,866	28,249
6	25,007	25,800	28,609
7	25,914	26,735	28,969
8	27,552	28,425	29,329
9	29,190	30,116	31,073
10	30,830	31,807	32,819
11	32,468	33,498	34,563
12	34,107	35,188	36,307
13	35,745	36,878	38,051
14	37,289	38,472	39,695

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

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

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

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

SALARY GUIDE -- CLERK ASSISTANTS

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005+</u>
1	13,307	13,728	14,076
2	13,526	13,955	14,376
3	13,747	14,183	14,676
4	13,967	14,410	14,976
5	14,350	14,805	15,276
6	14,733	15,200	15,683
7	15,115	15,594	16,090
8	15,497	15,988	16,496
9	15,879	16,383	16,904
10	16,262	16,778	17,311
11	16,643	17,171	17,717
12	18,060	18,633	19,225
13	19,476	20,093	20,732
14	20,893	21,555	22,241

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

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

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

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

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

SALARY GUIDE -- COOKS

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	15,945	16,451	18,529
2	16,389	16,909	18,829
3	16,834	17,368	19,129
4	17,278	17,825	19,429
5	17,723	18,284	19,729
6	18,166	18,742	20,029
7	18,610	19,200	20,329
8	19,055	19,659	20,629
9	19,499	20,117	20,929
10	19,942	20,575	21,229
11	20,387	21,033	21,702
12	20,832	21,492	22,176
13	21,278	21,952	22,650
14	21,722	22,410	23,123

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

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

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

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

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

SALARY GUIDE -- EDUCATIONAL ASSISTANTS and PARA-PROFESSIONAL AIDES

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	9,410	10,004	10,598
2	9,510	10,104	10,698
3	9,670	10,204	10,798
4	9,830	10,364	10,898
5	9,990	10,524	11,058
6	10,363	10,684	11,218
7	10,767	11,057	11,378
8	11,171	11,461	11,751
9	11,670	11,865	12,155
10	12,891	12,364	12,559
11	14,991	13,585	13,058
12	----	15,685	14,279
13	----	----	16,379

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

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

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

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

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

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

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

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

NORTH HANOVER TOWNSHIP SCHOOLS, BURLINGTON COUNTY, NEW JERSEY

UNIT MEMBER'S ABSENCE RECORD

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

NAME _____ EMPLOYEE NUMBER _____

SCHOOL _____ POSITION _____

DATE(S) _____

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

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

_____ caused by temporary physical disability.

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

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

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

Reason: _____

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

_____ bereavement. Death of _____

_____ staff development/in-service.

_____ Child Study Team staffing and/or IEP development.

_____ School Resource Committee/Pupil Assistance Committee.

_____ jury duty (attach official notification).

_____ Bernie Environmental Education Center.

_____ military active duty (attach official orders).

_____ other (indicate reason) _____

_____ vacation.

I hereby certify that the above information is correct.

Unit Member's Signature: _____

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

Waiver of Health Benefits

Employee's Name: _____
printed

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

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

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

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

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

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

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

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

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

Signed: _____
Employee

Date: _____

Witness: _____
Board Secretary/Business Administrator

Business Administrator verification of other health benefit coverage:
Company: _____
B.A. Initials: _____

Date: _____

[Two (2) original copies of this waiver shall be signed. The employee shall keep one and the other shall be placed in the employee's personnel file.]

/nrhn/hlrhqvr-02:09-Jul-02
revised 12-Jul-02