#### **PREAMBLE**

This Agreement is, by and between the Board of Education of New Hanover Township, County of Burlington and State of New Jersey, hereinafter called the "Board", and the New Hanover Township Education Association, hereinafter called the "Association".

WHEREAS, the members of the Association desire to advise on the formulation of policies and programs designed to improved educational standards, and whereas the Board has obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

### ARTICLE 1 RECOGNITION

#### **UNIT**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances, terms, and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the Board including:

Classroom Teachers
School Nurse
CST/School Psychologist
Custodians
Secretaries
Food Service Workers

#### But excluding:

Principals and all other employees not specifically included

### ARTICLE 2 GRIEVANCE PROCEDURE

#### A. <u>Definition of "Grievance"</u>

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of his/her Agreement, policies or administrative decision affecting an employee or a group of employees.

#### B. Procedure

1. Level One –Supervisor

- a. An employee with a grievance shall present such grievance in writing to the principal/supervisor within twenty (20) school days of the event giving rise to the grievance. Nothing herein precludes the grievant from discussing the issue informally prior to the expiration of the twenty (20) school day limitation. If the grievant chooses, he/she may be accompanied by an Association representative.
- b. The principal/supervisor shall respond in writing to the written grievance within five (5) school days after receiving the written grievance.

#### 2. Level Two – Superintendent

If the grievant is not satisfied with the disposition of his/her grievance at Level One or no decision has been rendered within five (5) school days, the grievant may appeal the issue to the Superintendent. The Superintendent shall respond in writing within five (5) school days of reception of the grievance.

#### 3. <u>Level Three – Board of Education</u>

If the grievant is not satisfied with the disposition of his/her grievance at Level Two or no decision has been rendered within five (5) school days, the grievant may appeal the issue to the Board of Education. The Board shall respond in writing within three (3) school days following the first Board of Education meeting after reception of the written grievance.

#### 4. <u>Level Four – Arbitration</u>

- a. If the Association is not satisfied with the response of the Board of Education, then the Association may within five (5) school days of the Board's response, or fifteen (15) calendar days of the Board's having initially received the grievance, submit the grievance to an arbitrator selected from a list provided by P.E.R.C. The arbitrator's decision in the matter shall be accepted as binding by both parties.
- b. The costs for the services of the arbitrator, including per diem expenses and travel, shall be equally shared by the Board and the Association. Any other expenses incurred shall be borne by the party incurring same.

### C. Rights of Employees to Representation

#### 1. Teacher and Association

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the

Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### 2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### D. Miscellaneous

#### Meetings and Hearings

- 1. 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.
- 2. If an appeal(s) is not made by the Association in timely fashion at each step, a grievance shall be considered withdrawn.
- 3. If a timely response is not made by the Administration or the Board of Education, then the grievant may appeal to the next step of the procedure.
- 4. Nothing herein precludes the Board of Education from providing a hearing to the aggrieved prior to rendering its decision.

# ARTICLE 3 ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available, in the office of the Board, minutes of the regular and special meetings, a copy of the yearly audit, salary information for staff members and a copy of all policies of the Board. All above-listed materials must remain in the Board Office.

- B. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- C. With the prior permission of the Board, the President of the Association may be granted leave to attend county or state meetings for Association business not in excess of two (2) days per year. Leave of this nature must be so stated and will not be recorded as a personal-business day.

### ARTICLE 4 WORK YEAR, HOURS AND LOAD

#### A. Teachers

- 1. All teachers shall indicate presence for duty each day by indicating their time of arrival and departure in the office.
- 2. The total in-school teacher work day shall consist of not more than 6 hours and thirty (30) minutes, which shall include a lunch period (60 minutes without duty).
- 3. All teachers shall be required to be present in their assigned rooms ready for instruction at the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day, except on half days when the schedule shall be determined by the Administrator.
- 4. In the event that emergency lunch/recess/study hall coverage is assigned, teachers will be compensated at a rate of (\$12.67 in 2009-2010; \$12.67 in 2010-2011; and \$13.17 in 2011-2012.). These stipend payments shall be made at the end of the work year.
- 5. Teachers and other certified personnel may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.

The above meetings shall be limited to not more than three (3) per month.

- 6. The notice of teachers' meetings shall be given to teacher's involved one (1) day prior to the meeting, except in an emergency.
- 7. Teacher participation in field trips which extend beyond the teacher's in-school workday, overnight or weekends shall be voluntary.
- 8. The teacher work year will be comprised of 184 work days and will conclude one (1) day after students at the end of the work year. Scheduling of the work year shall be the sole prerogative of the Board.
  - a. Early dismissal for teachers will be scheduled for evening Parent-Teacher Conferences.
  - b. A teacher who receives a mandatory transfer to a new teaching assignment will be compensated for planning and moving time at the rate of his/her salary on a per diem basis not to exceed 2 days.
- 9. Teachers will have a minimum of five (5) prep periods per week, each being the length of one class period. Loss of prep period because of assignment to cover for

another teacher will be compensated at the rate of (\$25.89 in 2009-2010; \$25.89 in 2010-2011; and \$26.92 in 2011-2012.)

#### B. Custodians

- 1. Work Day
  - a. The work day for the day shift will be 8 ½ hours, including a ½ hour duty-free lunch.
  - b. The work day for the night shift will be 8 hours, including a ½ hour duty-free lunch.
- 2. The work week will be Monday through Friday, except when a special event or emergency condition requires work by a custodian on a weekend or holiday. Notification of a special event on a weekend will be given a minimum of one (1) calendar week in advance.
  - 3. All custodians will work an 8-hour shift during the summer, with a 1-hour duty- free lunch.
  - 4. The work year will be from July 1 June 30.
  - 5. The head custodian will work additional hours as needed for the purpose of maintaining building safety, security, and comfort, as specified in a list of standing orders as they are issued by the Business Administrator and approved by the Superintendent, and as they are renewed annually, and as they are revised as necessary.

#### C. Secretaries (12-month)

- 1. The work day will be  $6\frac{1}{2}$  hours, including a  $\frac{1}{2}$  hour duty-free lunch.
- 2. The work week will be Monday through Friday.
- 3. All secretaries will work a 4-hour workday without a lunch break during the summer.
- 4. The work year will be July 1 June 30. During the school year, secretaries will work according to the school calendar.

### ARTICLE 5 EMPLOYMENT

#### A. Teachers

1. The Board will endeavor to hire, where possible, only certified teachers holding Standard or Provisional Certificates issued by the New Jersey Board of Examiners.

- 2. Credit for previous teaching experience by a new hire shall be the subject of negotiations between the individual and the Board. Additional credit not to exceed four (4) years shall be given for military experience.
- 3. Non-tenure teachers shall be notified of their contract and salary status for the ensuing year no later than May 15<sup>th</sup>, provided an agreement has been reached.
- 4. A teacher will be granted increment gain (if appropriate) on the salary guide provided the teacher has at least ninety (90) days of satisfactory active service in the prior work year.
- 5. All in-district, available positions will be posted in the staff lounge prior to public notification.

#### B. Support Staff

- 1. All support staff will be notified of their contract status and salary for the ensuing year no later than May 15.
- 2. An employee will be granted increment gain (if appropriate) on the salary guide provided the employee has at least one-hundred twenty (120) days of satisfactory active service in the prior work year.
- 3. All in-district, available positions will be posted in the staff lounge prior to public notification.

### ARTICLE 6 PERSONNEL FILES

- A. Each employee shall have a personnel file established and maintained in the Board Office.
- B. An employee shall have the right upon written request twice a year, to review the contents of his/her personnel file. At the first time that an employee reviews the contents of his/her personnel file, he/she will be given a copy of all the material presently in the file. At any subsequent review, he/she will be given a copy of all material which has been added since the prior review. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review. The Board shall not establish any separate personnel file that is not available for the employee's inspection.
- C. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall also have the right to submit a written answer that shall be reviewed by the Board and attached to the file copy.

D. All material contained in the employee personnel file is confidential; however, an employee shall be permitted to reproduce or circulate any material in his/her file.

# ARTICLE 7 SALARIES

- A. The salaries of all employees covered by this agreement will be set forth in the Salary Guides and will be attached.
- B. Employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of the month, with the exception of September when teachers receive their first paycheck on the first Friday of the school year.
- C. Teachers may individually elect to be paid on a ten (10) or twelve (12) month basis. Direct deposit will be provided.
- D. When a pay period ends on or during a school holiday or vacation, employees shall receive their pay on the last previous working day.

#### E. Teachers

#### 1. Extra-curricular

- a. The teachers will participate in the following extra-curricular activities without additional compensation: Open House, Parent Teacher Conferences, a Christmas Program and Graduation. Teachers will be excused from attending graduation when it conflicts with graduation ceremonies for members of their own family.
- b. The teachers will also participate in one (1) other extra-curricular activity, as a chaperone, held after a regular school day and will be compensated for this activity at an hourly rate of (\$38.99 for 2009-2010; \$38.99 for 2010-2011; and \$40.55 for 2011-2012) for the event. Teachers will be assigned on a rotating basis
- c. All other activities held after a regular school day shall be paid on an hourly basis at (\$38.99 for 2009-2010; \$38.99 for 2010-2011; and \$40.55 for 2011-2012) for each activity.
- d. The bedside instruction rate shall be (\$47.08 for 2009-2010; \$47.08 for 2010-2011; and \$48.96 for 2011-2012) per hour.
- e. The summer rate for curriculum meetings, IEP meetings, computer clean up, or other requested meetings would be (\$38.99 for 2009-2010; \$38.99 for 2010-2011; and \$40.55 for 2011-2012). All requested meetings must be approved by the Principal or Superintendent.
- f. Teachers providing in-service instructions shall be compensated at (\$47.08 for 2009-2010; \$47.08 for 2010-2011; and \$48.96 for 2011-2012) per hour.

#### 2. Horizontal guide adjustment

- a. A horizontal pay scale for previously approved: (a) courses directly related to the field of education; (b) courses taken while matriculated in a graduate program that directly relates to the field of education; and, (c) a Master's Degree that directly relates to the field of education.
- b. Salary adjustment due to credit and/or degree advancement shall be made for the total work year provided such teacher notifies the District in writing prior to commencement of the work year, and supplies written substantiation as soon as possible. Failure to comply shall mean such salary adjustment will not be made until the beginning of the next school year.

#### 3. Teacher-in-Charge

- a. The teacher appointed Teacher-in-Charge shall receive an annual stipend of (\$1336.89 for 2009-2010, \$1336.89 for 2010-2011 and \$1390.36 for 2011-2012.)
- b. In the event that the teacher-in-charge is not available, the next appointed teacher will receive a compensation of (\$19.50 per hour for 2009-2010, \$19.50 for 2010-2011, \$20.28 for 2011-2012.) Any part of an hour equals one hour.
- 4. Teachers will receive student activity reimbursement and/or stipends for scheduled activities within 30 days of date on which voucher is submitted.
  - a. Teachers will receive stipends on the pay period following the date on which the voucher is submitted.

#### F. Support Staff

- 1. Overtime/Compensatory Time
  - a. Overtime will be paid at time and a half for any hours worked over 40 hours in a week. Authority to assign overtime and to obligate the school to pay overtime rests solely with each employee's supervisor. Secretaries will be paid the regular hourly rate (standard pay) for all hours worked beyond 32.5 per week through 40 per week, after which time any additional overtime will be compensated at the rate of time and a half.
  - **b.** Overtime will be paid at time and a half for any hours worked on Saturdays and Sundays, beyond 40 hours for the week. Overtime will be paid at double time for any hours worked on holidays.
  - **c.** The practice of awarding compensatory time (defined as: time off in the future as compensation for working more hours than the regularly assigned shift) will cease on the date this contract is ratified by both parties. Each employee who has been credited with compensatory time

shall confer with his/her supervisor and jointly they will agree to the amount of that compensatory time and will sign a statement agreeing to the amount of compensatory time. The supervisor will become responsible for accounting for the compensatory time as it is used by the employee. All compensatory time must be used by the employee no later than June 30, 2010. If there is compensatory time which is not used by that date, the obligation to award that time will end on July 1, 2010. Commencing with the ratification of this agreement by both parties, all time worked beyond the regularly assigned shift will be compensated with additional pay, as authorized by the each employee's supervisor, according to the provisions in items number 1 and number 2 (above) in this section.

2. Five (5) work shirts per contract year will be provided to each custodian, such shirts to be selected by the Business Administrator. The first set of 5 shirts will be provided as soon as possible and will be the allotment through June 30, 2011. Thereafter, the annual allotment will be provided on July 1, at the start of each custodian's contract year.

#### ARTICLE 8 SICK LEAVE

- A. All employees shall be entitled to ten (10) sick days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. 1. If any professional staff member of the New Hanover Township School will be absent from his/her assigned duties for reasons of illness or emergency whatsoever, he/she must notify the registry or other designated individual or agency between 6:30 AM and 7:30 AM on the day of the absence, or (preferably) the night before the absence.
  - 2. If any support staff employee of the New Hanover Township School will be absent from his/her assigned duties for reasons of illness or emergency whatsoever, he/she will notify his/her immediate supervisor no later than one (1) hour before scheduled start.
- C. Any employee absent on sick leave for more than four (4) consecutive days may return to work only on presentation of a physician's statement stating the reason for his/her disability and certifying that he/she is now able to perform the duties of his/her position.

### ARTICLE 9 TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

#### A. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Principal or immediate supervisor for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). Unused personal days shall be added to the employee's accumulated sick leave for the following year.

#### B. Legal

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system.

#### C. Death

Up to five (5) days at any one time in the event of death or serious illness of an employee's spouse, child, parent, grandchild, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law or any member of the immediate household.

#### D. Vacation

- 1. All 12-month employees will be provided with vacation according to the following schedule:
  - i. First year of employment -One week
  - ii. Completion of the first year through completion of the fifth (5<sup>th</sup>) year -Two weeks
- 2. Vacation for partial years of employment will be pro-rated. Employees will be credited with a full year of employment if employment started prior to January 1.
- 3. Vacation allotment will be available as of July 1.
- 4. Use of vacation time must be approved by the immediate supervisor. Denials may be appealed to the Superintendent.

#### E. Holidays

1. Custodians will receive the following as paid holidays:

Labor Day

Columbus Day \*

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

Fourth of July (off Friday or Monday if holiday falls on weekend)

New Year's Day

2. 12-month secretaries will have Fourth of July as a paid holiday (off Friday or Monday if holiday falls on weekend).

#### F. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

#### ARTICLE 10 UNPAID EXTENDED LEAVES OF ABSENCE

#### A. Military

Military Leave without pay shall be granted upon written request to any employee who is in any branch of the armed forces of the United States for the period of said induction.

#### B. Child Rearing Leave of Absence

1. An employee may apply for Child Rearing Leave of Absence without pay for the care of their new child either by birth or adoption. This leave shall be for a period of up to one year. Application shall be made at least thirty (30) days prior to the desired leave. An expected date of return shall be given at time of application, corresponding to the first day of Marking Period One (1), Marking Period Two (2), or Marking Period Three (3). Any change from the given date will be considered by the BOE. If additional time is needed, a request for an additional year shall be submitted at least ninety (90) days prior to the originally stated date of return.

<sup>\*</sup>When school is not in session

2. A non-tenured employee shall be granted Child Rearing Leave in accordance with the above except the leave shall be granted only to the end of the current work year in which the leave commences.

#### C. <u>Illness In Family</u>

A leave of absence without pay of up to one (1) year may be granted for the purpose of personal illness or illness in the immediate family.

#### D. Good Cause

Other leaves of absences without pay may be granted by the Board for good reason.

- E. For unpaid leaves of absence granted under sections A. or D. of this article, continued insurance coverage: i.e., medical insurance; dental insurance; prescription insurance, for the employee involved shall be provided in the following manner:
  - 1. The Board of Education shall pay for its share of the cost of medical insurance coverage for the first sixty (60) days beyond the month in which the employee goes on leave.
  - 2. The employee may extend medical insurance coverage for up to nine (9) months, by payment of the full premium to the Board of Education by the fifteenth (15<sup>th</sup>) day of the month prior to the payment date: i.e., the first (1<sup>st</sup>) day of the month.
  - 3. Dental insurance and prescription insurance coverage shall not be paid for by the Board of Education beyond the last day of the month in which the employee goes on leave.
  - 4. The employee may extend dental and/or prescription coverage, subject to the same condition outlined in 2. above; except that coverage may be extended for up to eleven (11) months.
- F. For unpaid leaves of absence granted under Sections B. or C. of this article, inclusive of provisions of mandated federal and state family leave provisions, continued insurance coverage: i.e. medical insurance; dental insurance; prescription insurance, for the employee involved shall be provided in the following manner:
  - 1. The Board of Education shall pay its share of the cost for all insurance coverage for the first ninety (90) days beyond the month in which the employee goes on leave.
  - 2. The employee may extend any or all insurance coverage for up to nine (9) months, by payment of the full premium, for each and every coverage chosen to the Board of Education the fifteenth (15<sup>th</sup>) day of the month prior to the payment due date: i.e., the first (1<sup>st</sup>) day of the month.

- G. In the case of a tenured teacher who requests an unpaid leave because of documented personal illness, the Board of Education will provide individual health benefits under the HBP only for such employee, for a period of up to one (1) year beyond the exhaustion of said individual's accumulated sick leave. The employee may purchase family, husband/wife or parent/child coverage by paying the difference in premium costs to the Board of Education as outlined in F. 2. above.
- H. The above provisions apply to all unpaid leaves of absence, as initially requested, or as extended by the employee's request.
- I. Once the time limits on the extensions of insurance coverage offered by the Board of Education expire, further extensions of insurance coverage are subject to the provisions of COBRA legislation.
- J. Other employment benefits; e.g., earned seniority, accumulated sick leave; to which an employee is entitled at the time of leave commences, shall be maintained and reinstated upon the employee's return to active employment. Upon return from a leave of absence, a tenured staff member shall be returned to the same position held at the commencement of the leave, or to a substantially equivalent position.

## ARTICLE 11 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. <u>Purpose</u>

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and psychology, social change and other topics related to education. The Board and Association support the principle of continuing training of teachers and the improvement of instruction.

- B. 1. A teacher shall be reimbursed, subject to prior approval of the Superintendent, for courses taken at an accredited college or university. These courses must be approved by the Principal and shall be related to the field of education.
  - a. courses directly related to teaching position
  - b. courses taken while matriculated in a graduate program that directly relates to present teaching position.
  - c. courses which the Principal approves because there is potential benefit to the school.
  - 2. Teachers shall be required to submit proof of attainment of a grade of "A" or "B".

- C. The Board will pay the registration fees and may pay the travel costs for employees to attend workshops, school visits, conferences, and training directly related to assignments, provided that the costs are approved in advance by the Superintendent.
- D. Yearly maximum accumulation for any one certificated staff member for coursework is \$2,000, to a maximum for all certificated staff members as included in the annual budget. Yearly maximum accumulation for any one certificated staff member for workshops is \$1,350, to a maximum for all certificated staff members as included in the annual budget.

# ARTICLE 12 PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. The Board shall provide legal assistance for any assault upon the employee while acting in the discharge of the duties.
- B. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave or pay.
- C. Whenever physical examinations are required of an employee, they are to be provided by the designated school physician at no cost to the employee.

## ARTICLE 13 PERSONAL AND ACADEMIC FREEDOM

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds of any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law and all such activities are kept removed from the school.

### ARTICLE 14 EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, except during the evaluation interviews, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have

- representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- C. No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured teacher for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion. No employee will be disciplined, reprimanded in writing, or fined without just cause. No employee will be disciplined or reprimanded in public.

#### ARTICLE 15 EVALUATION

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- B. An employee shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior knowledge of the employee. No employee shall be required to sign a blank or incomplete evaluation form.

## ARTICLE 16 INSURANCE PROTECTION

A. Dental insurance, Employee or Employee /Spouse, Co-Payment Basic Benefits:

- B. The Board shall provide 100% individual and family coverage under the prescription insurance, or equal plan. Effective after mutual ratification of the 2009-2012 Agreement, the prescription co-pay shall be \$10 (brand name), \$5 (generic) and \$0 (mail order).
- C. The Board's contribution toward medical insurance shall be 100% appropriate individual and 100% appropriate dependent classification coverage.

D. An employee may waive coverage in any of the medical insurance if s/he is covered through his/her spouse's health plan, and in accordance with procedures established by the Board. The employee shall be paid 50% of the Board's costs for the health benefits for waiving coverage of the plan for which the employee is eligible. Payment shall be made by June 30<sup>th</sup> of current fiscal year.

#### ARTICLE 17 SICK LEAVE "BUYBACK"

#### A. Teachers

- 1. Upon retirement, the Board shall pay an employee for unused, accumulated sick leave \$60.00 per day to a maximum of 100 days
- 2. These benefits shall be paid by the District, provided the State of New Jersey does not pay a benefit for unused sick leave to a teacher.
- 3.Payment shall be made subsequent to July 1, but prior to July 30, of the school year following the year during which the employee retires.

#### B. Support Staff

- 1. Upon retirement, the Board shall pay an employee for unused, accumulated sick leave \$30.00 per day to a maximum of 100 days.
- 2. These benefits shall be paid by the District, provided the State of New Jersey does not pay a benefit for unused sick leave to an employee.
- 3.Payment shall be made subsequent to July 1, but prior to July 30, of the school year following the year during which the employee retires.

### ARTICLE 18 MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, prior to employment.

- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. In accordance with and to the extent required by law changes in terms and conditions of employment shall first be negotiated with the Majority Representative.

# ARTICLE 19 PAYROLL DEDUCTION FOR CREDIT UNION

A payroll deduction for a credit union jointly determined by the Board and Association shall be established subject to the following provisions:

- A. Initial sign-up shall take place after this contract is signed; thereafter, sign-up renewal shall be done in June of each academic year, except for new hires who may enroll within thirty (30) days of hire.
- B. An initial list of eligible employees shall be sent with the first deduction at the start of each academic year. Thereafter, only modifications to this list will be sent with the monthly deposit.
- C. The Board's liability ceases after its mailing the appropriate dollar amount of deductions, and the Association shall indemnify and save harmless the Board from any claim thereafter.

### ARTICLE 20 DURATION OF AGREEMENT

This Agreement shall be effective as of the date of signing by both parties and shall continue in effect through June 30, 2012, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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.

NEW HANOVER TOWNSHIP BOARD OF EDUCATION	NEW HANOVER TOWNSHIP EDUCATION ASSOCIATION
BY:PRESIDENT	BY:PRESIDENT
BY: SECRETARY	BY:SECRETARY
DATE	DATE

### SCHEDULE A EXTRA-CURRICULAR PAY

The Board of Education shall pay the following stipends to the staff members who perform the following after-school, extra-curricular duties:

<u>Activity</u>	<u>2009-2010</u>	<u>2010-2011</u>	2011-2012
Soccer Coach	\$2044	\$2044	\$2125
Cheerleading			
Coach	\$2044	\$2044	\$2125
Boys Basketball			
Coach	\$1497	\$1497	\$1556
Girls Basketball			
Coach	\$1497	\$1497	\$1556
Safety Patrol	\$805	\$805	\$837
Yearbook	\$953	\$953	\$991
Junior Beta	\$775	\$775	\$806
Theater			
Director	\$3405	\$3405	\$3541
Production Manager	\$3405	\$3405	\$3541
Asst. Production Manager	\$953	\$953	\$991

Current position holder has the first right of refusal for these positions.

### SCHEDULE B-1 TEACHER SALARY GUIDE 2009-2010

Step	BA	<b>BA+15</b>	<b>BA+30</b>	MA
			+	
		+\$1,000	\$1,600	+\$2,300
1	\$41,454	\$42,454	\$43,054	\$43,754
2	\$42,677	\$43,677	\$44,277	\$44,977
3	\$43,615	\$44,615	\$45,215	\$45,915
4	\$44,581	\$45,581	\$46,181	\$46,881
5	\$46,133	\$47,133	\$47,733	\$48,433
6	\$47,921	\$48,921	\$49,521	\$50,221
7	\$50,214	\$51,214	\$51,814	\$52,514
8	\$51,995	\$52,995	\$53,595	\$54,295
9	\$53,777	\$54,777	\$55,377	\$56,077
10	\$55,557	\$56,557	\$57,157	\$57,857
11	\$57,338	\$58,338	\$58,938	\$59,638
12	\$59,119	\$60,119	\$60,719	\$61,419
13	\$60,902	\$61,902	\$62,502	\$63,202
14	\$62,253	\$63,253	\$63,853	\$64,553
15	\$63,831	\$64,831	\$65,431	\$66,131
16	\$65,232	\$66,232	\$66,832	\$67,532
17	\$66,977	\$67,977	\$68,577	\$69,277
18	\$70,918	\$71,918	\$72,518	\$73,218
TON				

LONGEVITY

Beginning of the year one begins his/her 13<sup>th</sup>, 15<sup>th</sup>, 17<sup>th</sup>, and 25<sup>th</sup> years of service in the district

13<sup>th</sup> - \$500

15<sup>th</sup> - \$500

17<sup>th</sup> - \$500

25<sup>th</sup> - \$1000

### **SCHEDULE B-2** TEACHER SALARY GUIDE 2010-2011

Step	BA	BA+15	BA+30	MA
		+\$1,000	+ \$1,600	+\$2,300
1	\$42,905	\$43,905	\$44,505	\$45,205
2	\$44,171	\$45,171	\$45,771	\$46,471
3	\$45,141	\$46,141	\$46,741	\$47,441
4	\$46,141	\$47,141	\$47,741	\$48,441
5	\$47,747	\$48,747	\$49,347	\$50,047
6	\$49,598	\$50,598	\$51,198	\$51,898
7	\$51,972	\$52,972	\$53,572	\$54,272
8	\$53,815	\$54,815	\$55,415	\$56,115
9	\$55,659	\$56,659	\$57,259	\$57,959
10	\$57,501	\$58,501	\$59,101	\$59,801
11	\$59,345	\$60,345	\$60,945	\$61,645
12	\$61,188	\$62,188	\$62,788	\$63,488
13	\$63,034	\$64,034	\$64,634	\$65,334
14	\$64,432	\$65,432	\$66,032	\$66,732
15	\$66,065	\$67,065	\$67,665	\$68,365
16	\$67,515	\$68,515	\$69,115	\$69,815
17	\$69,322	\$70,322	\$70,922	\$71,622
18	\$73,400	\$74,400	\$75,000	\$75,700

LONGEVITY

Beginning of the year one begins his/her 13<sup>th</sup>, 15<sup>th</sup>, 17<sup>th</sup>, and 25<sup>th</sup> years of service in the district

13<sup>th</sup> - \$500

15<sup>th</sup> - \$500

25<sup>th</sup> - \$1000

### SCHEDULE B-3 TEACHER SALARY GUIDE 2011-2012

Step	BA	BA+15	BA+30	MA
		+\$1,000	+ \$1,600	+\$2,300
1	\$44,407	\$45,407	\$46,007	\$46,707
2	\$45,717	\$46,717	\$47,317	\$48,017
3	\$46,721	\$47,721	\$48,321	\$49,201
4	\$47,756	\$48,756	\$49,356	\$50,056
5	\$49,419	\$50,419	\$51,019	\$51,719
6	\$51,334	\$52,334	\$52,934	\$53,634
7	\$53,791	\$54,791	\$55,391	\$56,091
8	\$55,698	\$56,698	\$57,298	\$57,998
9	\$57,607	\$58,607	\$59,207	\$59,907
10	\$59,514	\$60,514	\$61,114	\$61,814
11	\$61,422	\$62,422	\$63,022	\$63,722
12	\$63,330	\$64,330	\$64,930	\$65,630
13	\$65,240	\$66,240	\$66,840	\$67,540
14	\$66,687	\$67,687	\$68,287	\$68,987
15	\$68,377	\$68,377	\$69,977	\$70,677
16	\$69,878	\$70,878	\$71,478	\$72,178
17	\$71,748	\$72,748	\$73,348	\$74,048
18	\$75,969	\$76,969	\$77,569	\$78,269

LONGEVITY

Beginning of the year one begins his/her 13<sup>th</sup>, 15<sup>th</sup>, 17<sup>th</sup>, and 25<sup>th</sup> years of service in the district

13<sup>th</sup> - \$500

15<sup>th</sup> - \$500

25<sup>th</sup> - \$1000