

AGREEMENT

Between the

***BOARD OF EDUCATION OF NORTH HANOVER TOWNSHIP
THE COUNTY OF BURLINGTON
STATE OF NEW JERSEY***

and the

NORTH HANOVER TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2021 –JUNE 30, 2022

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, whether hourly, per diem or weekly, under contract, on leave, or employed including:

All DoE certificated staff

Secretaries

Clerk Assistants

RN-Floater

Educational Assistants and Paraprofessionals

Cooks

Hourly Cafeteria Personnel

Custodians

Behavior Specialist

Full-time Hourly Office Personnel (including Central Duplicating Clerk)

but excluding:

Superintendent
School Business Administrator/Board Secretary
Principals
Buildings and Grounds Director
Hourly Transportation Personnel
Maintenance Supervisor
Grounds Maintenance Worker
Confidential Secretaries and Clerk Assistants
Technology Coordinator
Director of Special Services
Director of Curriculum and Instruction
Manager: Data, Accountability, and Special Projects
Support Staff (non-DoE certificated) working less than twenty (20) hours per week.

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 and any other Federal Credit Union authorized by the Board of Education. 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.

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- 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 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 seven hundred and fifty dollars (\$750.00) beyond the regular salary. The Board will pay for the renewal of existing licenses.
- 8. The RN 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 plan or the full family plan insurance coverage where appropriate.
- b.1 There will be two major medical plans available, the BC/BS PPO and the BC/BS POS. Each year, eligible employees may select either the PPO or the POS pursuant to the restrictions below. An enhanced Dental Plan is available only to employees enrolled in the POS. There will be an annual meeting with the BC/BS representative to explain the two plans.
- b.2 Effective March 1, 2017, the medical plan shall be the School Employees Health Benefit Program. Employees who choose to enroll in any S.E.H.B.P. plan other than Direct 10 plan shall be eligible for the enhanced dental program.

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).

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50/50 Orthodontic Benefits: Maximum \$1,200

\$0 deductible

\$1,000.00 Annual Maximum (Enrolled in PPO or Direct 10)

\$2,500.00 Annual Maximum (Enrolled in POS or any SEHBP Plan less than Direct 10)

3. Prescription Coverage

The Prescription Insurance premiums will be fully paid by the District. Effective July 1, 2010 co-pays will become \$5.00 for generic, \$12.00 for preferred brand; \$15.00 for non-preferred brand name prescriptions applicable to retail and mail order.

Effective March 1, 2017, the prescription plan shall be provided through the School Employees Health Benefit Program.

4. The Board shall provide to each unit member a description of the health care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above. Plan descriptions for medical, prescription and dental coverage shall be maintained on the District web-site.

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 carriers 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.

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.

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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 as requested by either party, with a minimum of four (4) meetings per year, 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 bypass 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.

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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.
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 or 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. 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.

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 violate of the terms of this agreement. The arbitrator may neither add to nor subtract from the language of the negotiated agreement in rendering a decision. 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 continuous improvement and growth of teacher skills. The Board and the Association support the principle of ongoing professional learning and growth.

B. Teachers

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.

The Board shall make available, over five and one half (5.5) in-service days, a total of ten (10) or more hours of State mandated and approved professional improvement. These in-service days will include 'Meet Your Teacher', Convocation, and the beginning of the year faculty meeting.

C. Professional Growth Committee

1. The District Evaluation Advisory Committee (DEAC) and the School Improvement Panel (ScIP) shall function as one (1) committee-the Professional Growth Committee.

The DEAC and the ScIP will provide guidance and recommendations to the Superintendent with respect to the planning and implementation of the district board of education's evaluation and procedures as set forth in the N.J.A.C. as well as leadership in developing coherent professional development activities and mentoring support for teachers.

Members of the District Evaluation Advisory Committee shall include teacher representation from each grade level (Pre-K-6) and building in the school district to a maximum of nine (9) members (8 members plus Association President or designee). The Association President will submit a list of nominees to be considered for membership on the DEAC in accordance with New Jersey statutes.

ScIP membership will be determined as per code.

2. Any cost involved for such in-service training shall be borne by the Board.
3. 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 regulations of the State of New Jersey.

E. Support Staff

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.

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. Whenever a staff member is being notified of non-renewal or transfer, notification shall take place during release time at or near the end of the day and, for non-renewals only, the staff member shall not be required to return to class on the same day.
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.

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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 in the faculty room and office of each school. 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

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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.

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 non-certificated 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 non-certificated employee who is not performing satisfactory work shall receive written notification of such and shall be provided a minimum of thirty (30) calendar days to improve his/her performance and shall be provided a conference within five (5) days of receipt of such letter if requested.

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 other good cause.
- b. During such leave, the Board of Education shall provide no benefits.
- 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.
- f. Members shall provide at least 90 days' notice from the anticipated due date of the need for pregnancy/childbirth-related leave.

3. Child-Rearing Leave for Unit Personnel

A unit member may make application to the Board at least sixty (60) days' notice for leave except in cases of documented unforeseen circumstances, for an unpaid child-rearing leave of absence, if a "natural" child is less than ninety (90) days of age or less than ninety (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.

An employee who wishes to extend an approved unpaid child rearing leave must provide written notice to the Board no less than forty-five (45) days prior to the end of that leave except in case of documented unforeseen circumstances.

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.

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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:

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 all personnel shall be thirty-five dollars (\$35.00) per accumulated sick leave day for days 1 through 45. Payment shall be fifty dollars (\$50.00) per accumulated sick leave day for all days over forty-five (45) 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. Employees shall provide the Superintendent with three (3) days notice of the need to utilize a personal day, except in case of emergency. The Superintendent's office shall use the absentee form upon which a staff member will provide such notice.
- d. Such leave shall also be for "reasons of emergency" as approved by the Superintendent of Schools.
- e. The Superintendent, if he suspects that the request for personal leave is for reasons not intended for personal use, may request verification.
- f. 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, civil union partner, 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.

6. Family Illness Bank

Effective with the 2013-2014 school year, employees may establish for the first year (2013-2014) by the employees transferring, pursuant to a process established by the Business Office, two (2) unused accumulated sick leave days from their prior year (2012-2013) accumulation. In subsequent years, again pursuant to a process established by the Business Office, an employee may replenish his/her family illness bank to a maximum of two (2) days, by transferring unused personal time or unused accumulated sick time. An employee may use no more than two family illness days in any one school year. Unused family illness days will carry over into subsequent school years, but the bank cannot have more than a total of two (2) days. Once unused accumulated sick leave is transferred to family illness day, it does not revert to sick leave for reimbursement upon retirement.

Family illness leave may be used for illness of the employee's spouse, civil union partner, child, step-child, parent or step-parent. The Superintendent may, at his/her discretion, request medical verification of the need for the use of family illness days.

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.

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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.

6. Winter Recess

The last day before winter break shall be an early dismissal day for students and all unit personnel. Unit members will forego compensation that is paid for one evening assignment described in Article XVIII(I)(1). Additionally, support staff shall attend the Spring Fair without additional compensation.

C. Teacher Work Day

1. The workday for teachers shall be seven (7) hours per day; fifteen (15) minutes per day **beyond prep and lunch** shall be non-instructional time. The scheduling of this time will be at the Superintendent's discretion and may change in subsequent years.

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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 8:00 AM to 3:30 PM. Arrival and departure times for secretaries shall be flexible within each building as approved by the Superintendent or his/her designee. Summer time is defined as the day after the teaching staff leaves in June through August 31st. Ten (10) month

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clerical staff shall work ten (10) days during the summer time period as defined above. Five (5) days will be arranged with the building principal and five (5) days shall be the five (5) work days prior to the first day of school for teaching staff. Staff shall be compensated at their individual per diem rate for these days.

Custodial schedules shall be adjusted to match the scheduled secretarial work days and hours.

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 be on duty in the morning.

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

F. 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.

G. Custodial Daily Work Hours

1. Schedule Posting - Work schedules showing the employees' shift(s) and hours shall be posted in each school.

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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 standard work week shall consist of forty (40) hours or five (5) eight (8) hour shifts.
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 H.2. above and for work beyond forty (40) hours in a workweek. Employees who call out sick the day before or the day after a scheduled or emergency overtime assignment shall not be eligible for overtime compensation for that assignment unless they produce a doctor's note for their absence. Without a doctor's note, the employee shall receive only straight time for the assignment.
5. When school is closed all custodial personnel will work the day shift.

H. 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 five (5) consecutive vacation days, subject to the notification, approval and recall provisions above.

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

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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 for twelve (12) month employees under Article XI.H 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 use of facilities.

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.
- 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 Upper Elementary School
 - 2. If by the Board, to the Association at the local President's school address.
- 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 or 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. 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 Discovery and Atlantis Elementary Schools are considered one (1) complex and C.B. Lamb and UES are considered one (1) location, there is no mileage paid for travel between these schools.

- 2 It is understood that food handlers (servers) will not handle money when serving food.
 - 3 The practice of cleanup (sweeping and mopping in the kitchen areas) shall continue to be as required.
 - 4 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 "ear protection" for custodians in each building. The Board shall provide "ear protection" 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 "riffed" in the past, or who shall be "riffed" 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.

Educational Assistants and Para-Professional aides will be included within one category for the purposes of Reduction in Force. Employees within this category will be laid off in reverse order of seniority except as student, program needs and/or special training may dictate as determined solely at the discretion of the superintendent of Schools, which determination shall not be subject to the grievance procedure in the Agreement.

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.

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 and art shows.

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

1. Intervention and Referral Services Meetings (I&RS)
2. 504 Meetings
3. Individual Education Plan (IEP) meetings with parents
4. 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 thirty dollars (\$30.00) 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 thirty-five dollars (\$35.00) per hour.

D. Educational Assistants asked by administration to attend IEP meetings outside their normal work schedule will be compensated at the rate of fifteen dollars (\$15.00) per hour.

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- E. The hourly rate for any other extra assignments shall be twenty-five dollars (\$25.00) per hour for certificated unit members.
- F. In-service courses conducted after the normal workday for a solo instructor shall be reimbursed at the rate of forty dollars (\$40.00) per hour. If instruction is on a team basis, compensation for the instructor shall be thirty dollars (\$30.00) 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.
- G. 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.
- H. Unit members who provide homebound instruction shall be compensated at the rate of twenty-five dollars (\$25.00) per hour.
- I. The designated Teacher in Charge shall be compensated at forty dollars (\$40.00) per full day and thirty dollars (\$30.00) per half day or any part thereof on days when administration notified him/her of such assignment.
- J. Parent conference dates shall be scheduled by the administration at all schools. Conferences may be scheduled in any one of the following ways:
 - 1. Night conferences, after the end of the regular workday, not to exceed 3 hours, between the hours of 5:00 p.m. and 8:00 p.m. Night conferences will be compensated at \$25/hour for certified staff. If support staff members are required to attend scheduled conferences, they shall be compensated at \$12.50/hour.
 - 2. Afternoon conferences, after the end of the regular workday, not to exceed 2 hours. The first such afternoon conference will be compensated with an equal amount of release time on the day before Thanksgiving. Additional such afternoon conferences will be compensated either at the hourly rate stated in paragraph #1 above, or with equivalent release time. The method of compensation (monetary vs release time) will be determined by the Superintendent and shall be final and not subject to challenge by the Association pursuant to the grievance procedure herein.
 - 3. During the regular workday with a shortened student day, commencing 45 minutes after students are dismissed and ending before the end of the regular workday.

All certified teaching staff members shall be required to attend scheduled Fall conferences, whether or not individual parent conferences are arranged.

Teachers shall schedule individual parent conferences at a mutually agreeable time, within the time frames determined by the Superintendent.

Early release time for salaried secretaries, clerks, educational assistants and paraprofessionals on the day before Thanksgiving: These employees will work two extra hours on the afternoon of parent conferences in paragraph #2 above and will receive an equivalent amount of release time the day before Thanksgiving.

All custodians will work the day shift on the day before Thanksgiving.

K. Child Study Team Summer Assignments

- Staff members shall be paid \$225.00 per case for an evaluation within their discipline

NHTEA AGREEMENT 2021-2022

- 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 26th day of January, 2021 shall become effective as of July 1, 2021 and shall continue in effect until June 30, 2022, 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.

NORTH HANOVER TOWNSHIP EDUCATION ASSOCIATION

Negotiating for:

BY Chiyoshi Miller The Association
Its President

BY Bena Sax
Its Secretary

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

BY William O'Sullivan The Board of Education
Its President

BY Samuel J. ...
Its Secretary

SALARY GUIDE --TEACHERS – 2021-2022

<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	59,433	61,178	62,923	64,668	66,413	68,158
2	60,233	61,978	63,723	65,468	67,213	68,958
3	61,033	62,778	64,523	66,268	68,013	69,758
4	62,033	63,778	65,523	67,268	69,013	70,758
5	63,033	64,778	66,523	68,268	70,013	71,758
6	64,133	65,878	67,623	69,368	71,113	72,858
7	65,233	66,978	68,723	70,468	72,213	73,958
8	66,333	68,078	69,823	71,568	73,313	75,058
9	67,533	69,278	71,023	72,768	74,513	76,258
10	68,783	70,528	72,273	74,018	75,763	77,508
11	70,083	71,828	73,573	75,318	77,063	78,808
12	71,583	73,328	75,073	76,818	78,563	80,308
13	73,283	75,028	76,773	78,518	80,263	82,008
14	75,283	77,028	78,773	80,518	82,263	84,008
15	77,783	79,528	81,273	83,018	84,763	86,508
16	80,533	82,278	84,023	85,768	87,513	89,258
17	83,533	85,278	87,023	88,768	90,513	92,258
18	87,515	89,260	91,005	92,750	94,495	96,240

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

All DOE Certificated Staff with 13-19 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All DOE Certificated Staff with 20-24 years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

All DOE Certificated Staff with 25 or more years of completed service in the North Hanover Township School District shall receive a \$750.00 longevity stipend.

Any employee who commences employment on or after 7/1/18 shall be entitled only to longevity of \$750 after 20 years.

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

SALARY GUIDE – SECRETARIES AND CLERKS – 2021-2022

STEP	10 Month	12 Month	Clerks
1	34,622	41,546	22,220
2	34,788	41,746	22,320
3	34,955	41,946	22,420
4-5	35,122	42,146	22,520
6	35,288	42,346	22,730
7	35,705	42,846	23,204
8	36,538	43,846	23,678
9	37,372	44,846	24,151
10	38,205	45,846	24,707
11	39,455	47,346	25,262
12	40,476	48,571	25,815
13	42,295	50,754	27,749
14	44,203	53,044	29,749
15	46,205	55,446	33,049

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

All secretaries and clerks with 13-19 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All secretaries and clerks with 20-24 years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

All secretaries and clerks with 25 or more years of completed service in the North Hanover Township School District shall receive a \$750.00 longevity stipend.

Any employee who commences employment on or after 7/1/18 shall be entitled only to longevity of \$750 after 20 years.

The clerk 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

2021-2022

SALARY GUIDE STEP	
1	29,546
2	29,769
3	29,992
4	30,215
5	30,438
6	30,810
7	31,183
8	31,556
9	31,928
10	32,300
11	32,887
12	33,475
13	34,064
14	34,727

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 \$300.00 longevity stipend.

All cooks with 20-24 years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

All cooks with 25 or more years of completed service in the North Hanover Township School District shall receive a \$750.00 longevity stipend.

Any employee who commences employment on or after 7/1/18 shall be entitled only to longevity of \$750 after 20 years.

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

2021-2022

SALARY GUIDE STEP	
1	20,713
2-4	20,863
5	21,013
6	21,163
7	21,363
8	21,563
9	21,963
10	22,463
11	23,563
12	24,713
12A	26,313
13	27,913

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 \$300.00 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 \$500.00 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 \$750.00 longevity stipend.

Any employee who commences employment on or after 7/1/18 shall be entitled only to longevity of \$750 after 20 years.

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 seven hundred dollar (\$2,700) 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.

Educational Assistants who are required to perform the work of a para-professional shall receive out of title pay of fifteen dollars (\$15.00) per day for performing para-professional duties.

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 -- CUSTODIANS

2021-2022

SALARY GUIDE STEP	
1	31,672
2	31,872
3	32,072
4-5	32,272
6	32,472
7	32,972
8	33,472
9	34,272
10	35,072
11	36,022
12	37,022
13	38,324
14	39,824
15	41,324
16	43,024
17	44,910
18	47,410

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

All custodians with 13-19 years of completed service in the North Hanover Township School District shall receive a \$300.00 longevity stipend.

All custodians with 20-24 years of completed service in the North Hanover Township School District shall receive a \$500.00 longevity stipend.

All custodians with 25 or more years of completed service in the North Hanover Township School District shall receive a \$750.00 longevity stipend.

Any employee who commences employment on or after 7/1/18 shall be entitled only to longevity of \$750 after 20 years.

Custodians holding a black seal license shall receive an additional seven hundred and fifty dollars (\$750.00) beyond their regular salary.