

AGREEMENT

Between the

SOUTH ORANGE – MAPLEWOOD BOARD OF EDUCATION

And the

SOUTH ORANGE – MAPLEWOOD EDUCATION ASSOCIATION

FOR THE SCHOOL YEARS

2009-2010, 2010-2013

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ARTICLE I - PREAMBLE

This agreement is between THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, hereafter called **the Board**, and THE SOUTH ORANGE - MAPLEWOOD EDUCATION ASSOCIATION, hereafter called **SOMEA**.

STATEMENT OF PHILOSOPHY

This contract is a result of the mutual interest of the South Orange-Maplewood Education Association and The Board of Education of the School District of South Orange-Maplewood in engaging to examine the collaborative approach to collective bargaining. We intend for the collaborative approach to continue to build the working relationship between SOMEA and the Board.

This collaborative approach should continue in our pursuit of the following shared interests and responsibilities:

- * academic excellence;
- * a school district open to the community at large;
- * development of our educational partnership with all community stakeholders;
- * the growth of teaching as a profession;
- * expanding parent participation in the education of their children;
- * continued pursuit of joint efforts for funding; and
- * continued efforts to strive toward competitive terms and conditions of employment.

We believe that this approach should be implemented mutually for the benefit of the students of the School District of South Orange-Maplewood.

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A - 1 et seq. to negotiate with SOMEA as the representative 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 by this Agreement;

NOW THEREFORE, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

ARTICLE II - RECOGNITION

- A. The Board recognizes SOMEA as the exclusive representative for collective negotiation on behalf of the following job titles when these positions are filled:

1. TEACHER EMPLOYEES

- a. Classroom Teachers
- b. Librarians
- c. Nurses
- d. Psychologists
- e. Speech and Language Specialists
- f. Social Workers
- g. Hearing Disability Specialists
- h. Learning Disabilities Teacher-Consultant
- i. Supplemental Teacher
- j. Teacher/Counselors
- k. Guidance Counselors
- l. SAC Counselors
- m. Permanent Substitutes
- n. Music Coordinator
- o. Education Technology Coordinator
- p. Education Specialist
- q. Intervention Specialist
- r. Athletic Trainer
- s. Project Ahead/Resource Teacher
- t. Dean of Students

2. SUPPORTIVE EMPLOYEES

- a. Audio-Visual Technicians
- b. Custodians
- c. Maintenance Workers
- d. Bus Drivers
- e. Secretaries
- f. Clerks
- g. Receptionists
- h. Attendance Clerks
- i. Switchboard Operators
- j. Permanent Substitutes
- k. Clerical Aides
- l. Instructional Aides
- m. Security Guards
- n. Transportation Aides
- o. Elementary Lunch Aides
- p. Medical Aides
- q. Media Clerical
- r. Media Delivery
- s. Substitute Assignment Aides

- t. Project Ahead Aides
- u. Lead Lunch Aides
- v. Outreach Coordinator
- w. Technology Mentor
- x. Telecommunications Specialist
- y. Assistant Network Manager
- z. Data Entry Secretary
- aa. Technology Facilitator
- bb. PC Maintenance Specialist
- cc. Technology Integration Trainer
- dd. Data Entry Manager

But exclude:

- 1. Executive Secretaries to the Superintendent
- 2. Confidential Secretaries to the Office of Human Resources
- 3. Confidential Secretaries to the Business Administrator
- 4. Supervisor of Buildings and Grounds
- 5. Confidential Secretaries to the Assistant Superintendents
- 6. Network Manager
- 7. Data Analyst
- 8. Assessment Coordinator
- 9. Supervisor of Transportation
- 10. Confidential Secretary to the payroll Supervisor
- 11. Payroll Supervisor
- 12. ETTC Coordinator

B. DEFINITION OF EMPLOYEE

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

- C. The following articles do not apply to Elementary Lunch Aides: VII - Personal Leaves of Short Duration; VIII - Extended Leaves of Absence; XIV B. 1,2 - Employment Procedures; XVIII - Procedures for Cooperative Evaluation; XXVIII - Health Insurance.

ARTICLE III - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations for a successor agreement on or before February 1st of the year in which the contract expires.
- B. The parties understand that it is of paramount importance to the success of the collective negotiations that the proceedings of the collective negotiations remain confidential and that premature release to news media or public groups would be inimical to their mutual interest and to the public interest and therefore, before any party chooses to make a release, such a release shall be shared with the party to this Agreement.
- C. 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.

ARTICLE IV - REPRODUCTION AND DISTRIBUTION OF AGREEMENT

- A. Copies of this agreement shall be printed in the following quantity:
- * 900 copies to distribute to SOMEA
 - * 300 copies to distribute to the Board New employees, when hired, will be given a copy of this Agreement by the Board.
- B. The printing formal of the Agreement shall be mutually agreed upon, and the expenses of printing shall be shared equally by SOMEA and the Board.
- C. Every effort shall be made to have this Agreement printed and distributed no later than sixty (60) days following ratification by both parties.
- D. SOMEA and the Board shall each appoint one (1) representative who shall be responsible for details of the printing procedure.

ARTICLE V - GRIEVANCE PROCEDURE

A. INTRODUCTION

It is a fundamental principle of school organization that the effectiveness of the school program will be directly related to the quality of human relations practiced among the staff. The confidence engendered by responsible, honest, effective work of all members of the school staff, regardless of assignment of responsibilities, will develop the high morale necessary for an effective program.

In every relationship, however enlightened the staff, grievances real or imagined will arise. If informal discussion of a problem between relevant parties or presentation of a problem to the normal line-staff structure does not resolve the problem, then a plan to assure the orderly presentation and resolution of these dissatisfactions of staff members is necessary to insure a high level of morale.

The grievance procedure should achieve the following objectives:

1. Protect the individuals from alleged misinterpretation or inequitable application of an established policy;
2. Secure at the lowest possible administrative level equitable solutions of the problems or conditions giving rise to the grievances;
3. Improve the attitudes of mutual respect between professional staff and administration. The use of the grievance machinery of this district is a right of employees and it shall not be held against an individual if he/she chooses to exercise that right.

Conversely, nothing in this document shall be interpreted as negating other rights of employees including the right not to use the grievance machinery.

B. DEFINITION OF A GRIEVANCE

A "grievance" shall be defined as a complaint of employees covered by this Agreement arising from alleged misinterpretation or inequitable application of this Agreement or an established personnel policy or standard personnel practice in effect in this district. This procedure shall be used only for the settlement of grievances of employees covered by this Agreement and shall not be used as an instrument for negotiating changes in School Board policy during the contract term.

A grievance shall not include or encompass the failure or refusal of the Board to renew the contract of non-tenure employees who are eligible under statute to receive tenure.

C. PHASE I - INFORMAL PROCEDURES

Every effort should be made to encourage the solution of professional problems quickly, informally, and within the building involved. The following procedures are suggested as avenues of communication toward this end:

- aggrieved may meet with his/her immediate supervisor, department head, or principal to discuss the issue;
- aggrieved may meet with building member of the Professional Rights and Responsibilities Committee (PRRC) to discuss the issue and then with his/her immediate supervisor, department head or principal;
- aggrieved may make use of other personnel (other employees, department heads, principals, etc.) to work out a solution;
- immediate supervisor, department head or principal may ask help of others: (PRRC members, department heads, principals, Superintendent, employees, etc.).

These procedures are not in any order of precedence. It is suggested that any procedure(s), which may be helpful, be used. Written records of these conferences should not be kept. Conferences should be held as quickly as possible and the names of those attending any informal conferences shall be known to both parties beforehand.

The aggrieved shall at any time during these informal procedures have the right to move into the formal procedure.

D. PHASE II - FORMAL PROCEDURES

BUILDING ADMINISTRATOR or PRINCIPAL

An employee with a grievance shall submit in writing said grievance to his/her principal and/or building administrator not later than thirty (30) school days after the employee know or should have known of the facts giving rise to the alleged grievance. Failure to comply with this time requirement shall be deemed a waiver of the employee's right to use the formal grievance procedure. Within ten (10) school days, the principal and building administrator shall hold a conference and within three (3) school days after the conclusion of the conference, the principal and building administrator shall give in writing their decision, with supporting reasons. Both Parties involved in the grievance may, at any time in the formal procedures, be represented by individuals of their own choosing. Grievances involving members of the Child Study Team will be referred to the Director of Special Education.

E. PHASE III - FORMAL PROCEDURES

SUPERINTENDENT

If the aggrieved party is not satisfied with the decision, he/she may, within five (5) school days, submit, in writing, his/her grievance to the Superintendent. A conference shall be held within five (5) school days after receipt of the grievance. The Superintendent shall render a decision in writing with supporting reasons within five (5) school days, to all parties concerned.

Once each month, the Superintendent of Schools shall submit a report to the Board of all grievances that have reached the Superintendent's level. The report shall specify the date the grievance was received by the Superintendent, SOMEA's position concerning the grievance, the administration's position regarding the grievance, and the Superintendent's determination, if any, at that point, of the grievance. The Superintendent shall copy the SOMEA President on each of the monthly Board reports.

F. PHASE IV - FORMAL PROCEDURES

ARBITRATOR

If the aggrieved is not satisfied with the decision of the Superintendent, he/she may, if supported by the PRRC, refer his/her grievance within ten (10) school days to an impartial arbitrator. Said arbitrator shall be chosen according to PERC regulations and procedures.

The arbitrator shall add nothing nor subtract anything from the express terms of this Agreement. The award of the arbitrator shall be binding on the parties for the following Articles of this Agreement:

- II RECOGNITION
- VI SICK LEAVE
- VII PERSONAL LEAVE OF SHORT DURATION
- VIII EXTENDED LEAVES OF ABSENCE
- IX PERSONAL AND ACADEMIC FREEDOM
- X EMPLOYEE RIGHTS
- XI EMPLOYEE IMPROVEMENT
- XII PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY
- XIII EMPLOYEE ASSIGNMENT
- XIV EMPLOYEE PROCEDURES
- XV JOB POSTINGS -- PROMOTIONS
- XVI EMPLOYEE FACILITIES, SUPPLIES, AND EQUIPMENT
- XVII ASSOCIATION RIGHTS AND PRIVILEGES
- XVIII PROCEDURES FOR COOPERATIVE EVALUATION
- XIX COMPLAINT PROCEDURE
- XX EMPLOYEE WORK YEAR
- XXI EMPLOYEE HOURS AND EMPLOYEE LOAD
- XXII SUPERVISION OF STUDENT TEACHERS
- XXIII SALARY GUIDE IMPLEMENTATION
- XXIV PAYMENT OF SALARY

- XXV DUES DEDUCTION
- XXVI HEALTH INSURANCE
- XXX SALARY GUIDES
- XXXI SCHEDULE OF DIFFERENTIALS
- XXXII EXTRA PAY SALARY GUIDE

All Articles not enumerated above shall be subject to Article V except that Advisory Arbitration shall apply for Phase IV of said procedure for issues not enumerated above.

The decision of the arbitrator shall be in writing and set forth his/her 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 by the Board prohibited by law.

G. MISCELLANEOUS

In the event of grievances which may occur at such a time that they cannot be processed through all the steps in this Grievance Procedure, such as at the end of a school year, it will be the intent of both parties to proceed as quickly as possible in an effort to promptly resolve the matter. In order to expedite such efforts, it may be necessary for either party to assign a representative to act on his/her behalf.

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.

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 VI - SICK LEAVE

- A. According to state law N.J.S.A. 18A.: 30-1, ten (10) month employees are entitled to ten (10) sick leave days per year, eleven (11) month employees are entitled to eleven (11) sick leave days per year, and twelve (12) month employees are typically granted (12) sick leave days per year. In addition to these automatic days, which accumulate when unused, employees shall also be entitled to the following;

Full-time employees absent for personal illness may receive full salary during the absence not exceeding a total of one (1) month in any given school year. In every case where more than the minimum of one (1) month's absence per year is involved, additional time may be allowed by the Board within the limits set upon recommendation of the Superintendent after considering the employee's previous record and the nature and circumstances of the illness.

Not later than July 15 of each year, all twelve (12) month employees shall be informed of the total number of accumulated sick days he/she has to his/her credit.

Not later than September 15 of each year, all ten (10) month employees shall be informed of the total number of accumulated sick days he/she has to his/her credit.

The parties shall develop a procedure for questioning the accumulated total of sick leave.

All extended leaves for personal illness or family illness in excess of the annual allotment of sick days shall be counted against eligible federal Family and Medical Leave Act (FMLA) leave and shall comport with the provisions and requirements of the FMLA

B. TEN (10) AND ELEVEN (11) MONTH EMPLOYEES

1. After the exhaustion of all accumulated sick leave and upon approval of the Superintendent, an employee may be paid for twenty (20) days' absence in any school year. These days shall not be unreasonably denied. Doctors' notes may be requested for absences over five (5) consecutive days. Employees shall be prepared to provide said notes.
2. Dependent upon length of service, an additional allowance may be approved by the Superintendent in any fiscal school year to provide the total allowance shown below:

For those employed...	Allowance
Less than 2 yrs.	2 mos. or 40 days
2 yrs. but less than 5 yrs.	3 mos. or 60 days
5 yrs. but less than 10 yrs	4 mos. or 80 days
10 yrs. or more	5 mos. or 100 days

3. Elementary Lunch Aides/Lead Lunch Aides are entitled to ten (10) days of annual sick leave. A maximum of ten (10) sick leave days shall be accumulated annually. This is the extent of benefits available to lunch aides.
4. All extended leaves for personal illness or family illness in excess of the annual allotment of sick days shall be counted against eligible federal Family and Medical Leave Act (FMLA) leave and shall comport with the provisions and requirements of the FMLA

C. TWELVE (12) MONTH EMPLOYEES

1. After the exhaustion of all accumulated sick leave and upon approval of the Superintendent, an employee may be paid for twenty-two (22) days' absence in any school year. These days shall not be unreasonably denied. Doctors' notes may be requested for absences over five (5) consecutive days. Employees shall be prepared to provide said notes.
2. Dependent upon length of service, an additional allowance may be approved by the Superintendent in any school fiscal year to provide the total allowance shown below:

For those employed...	Allowance
Less than 2 yrs.	2 mos. or 44 days
2 yrs. but less than 5 yrs.	3 mos. or 66 days
5 yrs. but less than 10 yrs	4 mos. or 88 days
10 yrs. or more	6 mos. or 132 days

3. If in any given case the mandatory cumulative sick leave provisions of the State Law exceed those allowances, the mandatory allowances shall be approved.
4. All extended leaves for personal illness or family illness in excess of the annual allotment of sick days shall be counted against eligible federal Family and Medical Leave Act (FMLA) leave and shall comport with the provisions and requirements of the FMLA

D. NOTES

1. The determination of twenty (20) days as a month for ten (10) and eleven (11) month employees is based upon the State regulation that an employee shall be paid in equal installments and that unless otherwise specified "a month shall be construed and taken to be twenty (20) school days or four (4) weeks of five (5) school days each."
2. The determination of twenty-two (22) days as a month for a twelve (12) month employee is based upon the "usual" working days in a calendar month.
3. In figuring absences, the following method is used:

On short-term or occasional absences, a total of twenty (20), twenty-one (21), or twenty-two (22) working days, dependent upon the classification of the employee, is considered the equivalent of a month.

On long-term consecutive absences, the actual calendar months are counted.

E. RETIREMENT PAY FOR UNUSED ACCUMULATED SICK DAYS

The following provisions shall apply to all eligible employees.

The Board shall provide the aggregate maximum sum of one hundred thousand (\$100,000.00) dollars ("maximum") for each of the two years of this contract for payment of unused sick days upon retirement.

Upon retirement, professional staff shall receive, subject to the maximum, thirty five (\$35.00) dollars per unused sick day.

Upon retirement, support staff shall receive, subject to the maximum, twenty-five (\$25.00) dollars per unused sick day.

Employees receiving this benefit shall have the option of delay of receipt of the payment until January 1 following the year of retirement.

In the event that the number of employees eligible for this benefit, and/or the number of sick days claimed for this benefit result in exceeding the maximum in a given year, the payment to each employee in that year shall be reduced by the appropriately prorated amount.

ARTICLE VII - PERSONAL LEAVES OF SHORT DURATION

A. ALL EMPLOYEES

Whenever used in this Agreement, "immediate family" shall mean spouse, civil union/domestic partner, father, mother, brother, sister, father-in-law, mother-in-law, children, or any person(s) residing with the employee.

1. ILLNESS IN FAMILY

An employee shall be allowed full pay for absence of three (3) days or for illness in the immediate family. In case of illness, an additional two (2) days may be allowed by the Superintendent or his/her representative. (In all cases where the employee desires to apply for the additional two (2) days, requests should be made to the

Superintendent or his/her representative either by telephone, telegram, or fax, in advance as outlined below in Paragraph 5, as soon as practicable.) No allowance may be made for an employee's absence because of the illness of persons other than those in the immediate family.

2. DEATH IN THE FAMILY

An employee shall be allowed three (3) days' absence with full pay in case of death in the immediate family. In the event of death of a spouse or a domestic partner, five (5) days' absence with full pay will be allowed. In case of any death in the immediate family, an additional two (2) days with full pay may be allowed by the Superintendent or his/her representative. (In all cases where the employee desires to apply for the additional two (2) days, requests should be made to the Superintendent or his/her representative either by telephone, telegram, or fax in advance as outlined below in Paragraph 5, if time permits.) In case of the death of a relative not in the immediate family, an employee shall be allowed one (1) day's absence with full pay.

3. WEDDINGS

An employee shall be allowed one (1) day's absence with full pay to attend a wedding in the immediate family, including his/her own.

4. PERSONAL BUSINESS

- a. Absences for personal business shall be allowed only by permission of the Superintendent or his/her representative. Application for approval of each absence must be made in advance, or as soon as practical in an emergency, and must be submitted as outlined in Paragraph 5 below, except when an emergency situation must justify direct application to the Superintendent or his/her representative.
- b. A maximum of three (3) days' absence may be approved annually for absences for essential personal matters that cannot be cared for during non-working time. Two (2) unused personal days will be converted to accumulated sick leave each year.

i. *Absence Approved with Full Pay;*

Among the reasons which may be considered valid if they meet the requirements of No. 4 above are:

- Religious observances
- *Certain court appearances
- *Important business transactions
- Impassable roads
- Death of a close friend
- *College graduation of self and certain close relatives

"Necessary for the health and/or welfare of self or family," if such statement is used, the applicant need not submit a specific explanation, except that a reason must be submitted directly to the Director of Human Resources when absences for health and welfare occur on the day before or after any of the three (3) school year vacations periods of Christmas, February and April.

NOTE: Two days will be approved if the distance to be traveled exceeds five hundred (500) miles only in the cases indicated above with an asterisk ().

ii. *Absence Approved with Deduction of Substitute Teacher's Pay:*

Among the reasons which may be considered valid are:

- Visiting colleges with son or daughter
- Taking son or daughter to college
- Ship or airport arrival or departure of close relative

iii. Among reasons which are not considered valid are:

- Attendance at class reunions
- Weddings not in the immediate family
- Other social functions of a non-essential nature

5. ADMINISTRATION OF POLICY

- a. In the administration of Article VII, Section A, Paragraphs 1, 2, 3, and 4, the following may be allowed by the Superintendent or his/her representative upon request by the employee:

If an employee presents an approvable request for absence for "personal business" and

If, at that point the employee has exhausted the three (3) day allowance for "personal business"; and

If the employee has been granted fewer than ten (10) days total leave under the provisions of Article VII, Section A, Parts 1, 2, and 3; then the "personal business" request may be approved except that:

No more than one (1) day will be allowed for the death of each close friend or college graduation of self or certain close relatives except as noted in Article VII, Section 4, Part 4.b.i.

- b. Absences other than approvable emergencies which have not been authorized in advance will result in loss of pay.
- c. A request for absence for "personal business" shall be submitted in writing to the Superintendent or his/her representative.

6. SCHOOL BUSINESS

Permission may be granted by the Superintendent or his/her representative for employees to visit schools without loss of pay.

Absences authorized by the Board for employees to attend meetings or conventions concerning school business shall be without loss of pay unless otherwise specifically designated.

7. ATTENDANCE AT PROFESSIONAL MEETINGS

Such activity will be encouraged for the potential benefits available in conferring with fellow professionals in matters leading to in-service growth. Attendance will be approved by the Board upon recommendation of the Superintendent or his/her representative based upon administrative rules.

8. TEMPORARY MILITARY LEAVE

Military leaves of absence shall be granted for employees who are inducted for military duty in any branch of the Armed Forces of the United States as provided by law. Employees on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in the active service of the District, as provided by Title 18A. Time off will be granted for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his regular salary less military pay received during the period of military leave.

9. LEAVES TAKEN PURSUANT TO SECTIONS 1-8

Such leaves, when granted shall be in addition to any sick leave to which the employee is entitled.

B. TEACHER EMPLOYEES

1. TRAVEL TO AND FROM SUMMER SCHOOL

At the discretion of the Superintendent or his/her representative, a teacher may be granted up to two (2) days at the end of a school year and/or at the beginning of the school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

2. PAYMENT OF SALARY FOR ABSENCE RELATED TO STORM CONDITIONS

- a. The payment for "personal business" policy does not automatically provide salary for absence related to travel difficulties. Salary will not be paid unless the teacher has made every reasonable effort to be present and failed.
- b. Whenever salary is paid because of absence due to travel conditions such payment will be charged against the maximum available three (3) days annually for "personal business."
- c. Whenever a teacher is absent because of emergency reasons, the reason for such absence must be documented in writing in a letter to the Superintendent or his/her representative through the building principal. The building principal will recommend payment or non-payment of salary in forwarding the statement. Salary will be paid or withheld on the basis of this recommendation and the points stated above.

C. SUPPORTIVE EMPLOYEES

1. PAYMENT OF SALARY FOR ABSENCE RELATED TO STORM CONDITIONS

- a. The payment for "personal business" policy does not automatically provide salary for absence related to travel difficulties. Salary will not be paid unless the employee has made every effort to be present and failed.
- b. Whenever salary is paid because of absence due to travel conditions, such payment will be charged against the maximum available three (3) days annually for "personal business".
- c. Whenever an employee is absent because of emergency reasons, the reason for such an absence must be documented in writing in a letter to the Superintendent or his/her representative through the building principal.
- d. In case of any school emergency closing, all personnel shall be dismissed within one-half (1/2) hour of the official closing of school, providing no emergency as determined by the building administrator and/or the supervisor of buildings and grounds exists that requires their presence and/or an emergency as determined by the Governor, local, state police and/or a request by these authorities to remain off the public roads.

ARTICLE VIII - EXTENDED LEAVE OF ABSENCE

A. LEAVE FOR SOMEA MEMBER

A Leave of Absence without pay for the purpose of working for SOMEA may be granted for one (1) school year to one (1) employee designated by SOMEA,

B. LEAVE OF ABSENCE DUE TO CHILDCARE AND ADOPTION

The Board shall grant maternity leave of absence without pay to any employee upon request in accord with the following provisions and in accordance with the Family Medical Leave Act:

1. Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least forty-five (45) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return.
 - a. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenured employees unless the Board otherwise elects.
 - b. A tenured employee may return not later than the beginning of the second school year, following the school year in which her leave of absence commenced. Notice must be given by a tenured employee by March 1st prior to the beginning of the next school year in which she wishes to return.
2. If, in the opinion of the Board, the pregnant employee's performance has declined, the Board shall have the right to require the employee to submit a certification from her physician certifying that she is medically able to continue to perform her duties.
3. In the event that an employee's pregnancy terminates in miscarriage prior to the expiration of the leave which has been granted, or prior to the inception of the leave

which may have been requested, said employee may apply for early reinstatement by filing a written request to the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board may grant such a request if it can be fulfilled without substantially interfering with the effective administration of the program.

4. An employee adopting a child shall receive the same leave, which shall commence upon receipt of de facto custody of said child, or earlier, if necessary to fulfill the requirements for adoption. The length of such leave shall be the same as those associated with pregnancy.
5. In maternity cases, this provision shall allow an employee to transport his wife to or from the hospital at the time of delivery.

C. LEAVES OF ABSENCE TO JOIN THE PEACE CORPS, VISTA, NATIONAL TEACHER CORPS OR SERVE AS AN EXCHANGE TEACHER

A leave of absence without pay of up to one (1) year may be granted to any tenured teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher. Upon return, this teacher will be credited for one (1) year's service in South Orange-Maplewood, if he/she has shown teaching experience in the above programs. Any other employee joining either the Peace Corps or Vista shall receive the same consideration.

D. UNPAID LEAVE OF ABSENCE

District employees with more than three (3) years and one (1) day of employment may apply for up to one (1) years' leave of absence, without pay, for personal reasons. Such requests will be subject to Board of Education approval annually.

ARTICLE IX - PERSONAL AND ACADEMIC FREEDOM

- A. 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 for any discipline or discrimination with respect to the employment of said employee, providing said activities do not violate any local, state, or federal law.

ARTICLE X - EMPLOYEE RIGHTS

A. ALL EMPLOYEES

1. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of the employee in his/her position, employment, of the salary or any increments pertaining thereto, then he/she shall be given three (3) days prior written notice of the reasons for such a meeting or interview (*except in the case of an emergency where such notice would adversely effect the health, safety, or welfare of students or staff; in emergency situations, the SOMEA president or designee will be contacted immediately*) and shall be entitled to have a representative of SOMEA to advise him/her and represent him/her during such meeting or interview and to any other notice requirements provided by N.J.S.A. 18A:25-7.

2. Any employee shall have the right to reply in writing to any adverse material in his/her personnel file which reply shall be attached to the adverse material. Should said employee desire a copy of the adverse material he/she may copy said material by hand or the same may be made available to him/her at his/her cost by the Board Office. An employee's personnel file shall be made available to him/her for inspection upon request within a reasonable time.

There shall not be more than two (2) such inspections made available in any one (1) year. Notwithstanding the foregoing, no confidential reference shall be made available at any such inspection.

Any employee shall have the right upon request to have pertinent materials inserted into his/her file, subject to approval by the Director of Human Resources. Any such denial of said request shall be subject to Article VI - Grievance Procedure contained in this Agreement.

3. Any criticism by a supervisor, administrator, or Board member of an employee will be made in confidence only and not in the presence of students, parents, or public gatherings. Any criticism of supervisor, administrator, or Board member by an employee will similarly be made in confidence and not in the presence of students, parents or public gatherings.
4. Nothing herein contained shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey school law or other applicable law or regulation.
5. The Board shall provide each employee who considers long term leaves of absence or separation, a packet of information regarding request procedures, insurance options, retirement options, disability options, unemployment options, and return to work procedures.

B. TEACHER EMPLOYEES

1. Subject to the grading policy of the Board, the teacher shall determine grades. Such determination shall be the result of the teacher's professional judgment based on all available criteria. Changes in grades may be made by appropriate administrative personnel only after consultation with such teacher and if the change in grade is made, the permanent record of the student shall reflect such administrative change.
2. In the case of a non-tenured teacher, such teacher, at his/her own cost, may use a physician of his/her own choosing for his annual physical examination. If the non-tenured teacher determines to use the Board physician, such physician will be provided at the Board's cost. If the medical director deems additional medical tests are necessary, all costs related to such tests shall be borne by the Board, provided the Board has approved the physician.
3. No teacher shall be disciplined or reprimanded without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

4. "No teacher shall be discharged without just cause". Any such action asserted by the Board, or any agent or representative thereof shall be subject to the Grievance Procedure herein set forth.

C. SUPPORTIVE EMPLOYEES

1. No supportive employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the supportive employee, be subject to the grievance procedure.
2. A supportive employee, at his/her own cost, may use a physician of his/her own choosing for any physical examination required by the Board. If the supportive employee determines to use the Board physician, such physician will be provided at the Board's cost. If the medical director deems additional medical tests are necessary, all costs related to such tests shall be borne by the Board, provided the Board has approved the physician.
3. In the event that layoffs are necessary among support staff, such reductions in force shall be accomplished using seniority and performance criteria as described below.
 - a. Seniority is defined as uninterrupted service in the South Orange-Maplewood School District. Service shall be considered broken only by:
 - i. justifiable discharge, where challenge to that discharge, if any, has not resulted in reinstatement, or
 - ii. voluntary resignation.

Periods spent on unpaid leaves of absence shall not break service, but shall not count toward seniority. For purposes of calculating seniority, part-time service shall be counted as full time, but partial years shall be calculated according to time served.

- b. Among custodians, maintenance and drivers, each salary scale shall constitute a seniority category. An employee due to be laid off, may claim a position from a less senior employee in another category only if he/she has previously held a position in that category. Among maintenance employees, the senior employee must be able to perform the remaining work.
 - c. Among secretaries, each salary scale shall constitute a seniority category without distinction between ten (10), eleven (11) and twelve (12) month positions. An employee due to be laid off, may claim a position from a less senior employee in another category only if he/she has previously held a position in that category. In no case shall a tenured secretary be reduced in force while a non-tenured secretary remains employed.

- d. Each aide category, including security guards, constitutes a seniority category. An employee due to be laid off may claim a position from a less senior employee in another category only if he/she has previously held a position in that category.
 - e. If an employee is transferred from one seniority category to another, seniority in the first category shall continue to accrue as long as the employee remains employed in the district.
 - f. Each employee laid off in a reduction in force shall remain on a preferred eligibility list for recall to a position should a vacancy occur. Employees shall be recalled in inverse order of layoff and be given thirty (30) days to return to the district, unless the notice provision in an existing contract binding him/her requires a longer period of time and the current employer will not release him/her earlier. The President of SOMEA shall receive a copy of the recall notice.
 - g. The Board shall not hire any new employees for any position while there are laid off employees on a preferred eligibility list with claims to the position.
 - h. An employee may the rating(s) in his/her evaluation and shall be entitled to Association representation at all stages of the appeal. The first step in the appeal shall be to the evaluator. If the employee still disagrees with the rating(s), he/she may carry the appeal to the evaluator's immediate supervisor. A district review committee to hear challenges to support staff evaluations not resolved in the first two (2) appeals shall be formed. The committee shall consist of two (2) appointees by the Superintendent and two (2) appointees by the President of SOMEA. The committee chair shall be an administrator on the committee selected by the other members of the committee. In the event that a support staff employee challenges the rating in the evaluation, the committee shall convene to hear the position of the employee and of the supervisor writing the evaluation. Both may have representatives present and/or speaking on their behalf. The committee may vote, by simple majority, to change the challenged rating or to leave it as written. In the event of a tie, the evaluation shall stand as written. The decision of the committee shall not be subject to arbitration.
- D. If any provision or any application of this Agreement is held to be contrary to law then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XI - EMPLOYEE IMPROVEMENT

- A. The Board will continue to seek the cooperation of employees, certificated and support professionals, in arranging in-service courses, workshops and programs designed to improve the quality of the employees' work.
- B. The Board will pay for any courses of study or work-related programs which it requires any employee to take, except in the case of a course of study required for certification of the teacher.

C. SABBATICAL LEAVE

1. Any teacher who has completed seven (7) or more years of continuous, full-time service in the South Orange-Maplewood Public Schools may be granted a leave of absence of one or two semesters for study or travel. After each subsequent period of seven (7) or more years of service, a further leave for study or travel may be granted.
2. As a condition to such leave the teacher shall enter into a contract to continue in the service of the South Orange-Maplewood Public Schools for a period of at least two (2) years after the expiration of the leave of absence, Failing to continue in service, the teacher shall repay to the board a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two (2) subsequent years of service bears to the full two (2) years, unless the teacher is incapacitated or has been discharged.
3. The salary granted to a teacher on sabbatical leave for study shall be 70% of the salary to which he would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be 50% of that salary to which he/she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension and Annuity Fund. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.
4.
 - a. "Study" shall mean full-time involving course work of at least twelve (12) credit hours per semester or nine (9) credit hours per trimester at the graduate level. Comparable programs of study authorized by scholarly foundations, completing a doctoral program at an accredited university, or government grant program shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum and also fills an obvious gap in the teacher's background, this may be included up to a maximum of six (6) credit hours per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent. In the event of failure to successfully complete any part or all of the program, it will be incumbent on the teacher to complete the same or equivalent courses on his/her own time at his/her expense within two (2) years. If failure to complete the program results from long-term illness, the teacher will not be required to complete the program. In the event that the teacher can no longer carry out the sabbatical leave program as approved, he/she will promptly advise the Superintendent and will be eligible for appropriate reassignment for the remaining leave period.
 - b. As a condition to receiving a leave of absence for travel, a teacher shall be required to demonstrate a relationship between the proposed travel and the teacher's employment duties.
5. Applications for such leave shall be made to the Superintendent's office prior to February 1st preceding the school year for which such absence is requested. Such application shall be made upon a regular application form furnished by that office,

immediately after February 1st, the Superintendent will forward all such applications to the Sabbatical Review Committee for its considerations and recommendations.

6. Not more than two (2) sabbaticals shall be granted in any one (1) school year. The leave positions available shall be distributed as evenly as possible among the three (3) groups: elementary, middle and high school.
7. Recommendations of those to be granted sabbatical leaves will be made by a Sabbatical Review Committee. This committee will be composed of six (6) teachers (two (2) each from elementary schools, middle schools, and senior high school) appointed by the President of SOMEA.
 - a. The Sabbatical Review Committee shall select and make its recommendations to the Superintendent on the basis of the following criteria:
 - i. benefit to the school system (the more directly related these benefits are to the curriculum or to possible new curricula, the more acceptable);
 - ii. previous leaves by the teacher (preference will be given to those who have not had a sabbatical leave)
 - b. The report of the Sabbatical Review Committee to the Superintendent may:
 - i. recommend granting leave; or
 - ii. reject with reasons.
 - c. Members of the Sabbatical Review Committee shall serve two-year terms.
 - d. The chair of the Sabbatical Review Committee shall be appointed by the President of SOMEA.
 - e. The Sabbatical Review Committee may interview the candidate or ask for clarifying data as needed.
 - f. The Sabbatical Review Committee shall consult with persons of special competence in the areas under consideration for sabbatical leave. However, the final decisions shall be those of the members of the Sabbatical Review Committee only.
 - g. The Sabbatical Review Committee will make its recommendation to the Superintendent by March 15th. The Board will make its decisions known to the applicants by April 30th.
8. As a further condition to the grant of a travel sabbatical, the teacher shall agree to submit to the Superintendent a written report of no less than one-thousand (1,000) words describing the travel experience, relating the benefits thereof to the teacher's professional growth and outlining those specific results of the sabbatical which the teacher intends to share with students. Such report shall be submitted within three (3) months of the teacher's return to the District.

9. Teachers on such leave shall be considered in the employ of the Board, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustment.
10. Such leaves of absence shall be without prejudice to the teacher's tenure rights.
11. Teachers requesting a professional leave for study must show evidence satisfactory to the Superintendent that they have applied for a grant. If the combined grant and seventy percent (70%) of the contractual salary for the period of leave exceed one-hundred percent (100%) of contractual salary. The actual salary to be paid by the Board will be reduced by the amount of the excess.

D. TUITION REIMBURSEMENT FOR CERTIFIED STAFF

1. Eligible teachers for tuition reimbursement must be employed a minimum of .5 FTE's for the contract period.
2. DISTRICT EXPENDITURE LIABILITY: The aggregate tuition reimbursement shall be \$90,000.00.
3. Reimbursement will be up to a maximum of the New Jersey State College tuition credit at Rutgers, the State University for graduate credits.
4. Teaching staff will be eligible for reimbursement only after the completion of his/her first year of employment in South Orange-Maplewood School District and must continue employment for two (2) years after receipt of said reimbursement. Should his/her contractual commitment not be fulfilled, the district may request repayment by the employee. Should the employee's contractual commitment not be fulfilled due to non-renewal, the employee shall not be held responsible for repayment to the District.
5. Reimbursement shall be made only after successful completion of the course and a letter grade of "B" or better (or pass if pass/fail) is achieved. Courses in which a grade of incomplete has been received may be reimbursed the following year upon submission of a grade of "B" or better.
6. Eligible courses shall follow the procedures contained in Article XXV, Section A, Parts 2.a. and 2.b. Such courses shall be related to the employee's function as an educator, but shall not include courses leading towards initial certification.
7. On site, Internet and/or video courses must be from an accredited college or university and must be approved by the Superintendent or his/her designee, as identified in Article XXV A.2a.
8. Eligible courses shall be reimbursed one time only per employee.
9. Teachers may be reimbursed for no more than four (4) graduate courses per school year (July 1st June 30th) to a maximum of twelve (12) credits. Non-college courses may be eligible if work-related with the approval of the employee's supervisor and the Superintendent or his/her designee.
10. The costs of any fees, books or transportation are not eligible for reimbursement.

11. Reimbursement will be calculated once per year for all eligible courses.
12. All applicants must submit two (2) copies (originals and one copy) of:
 - a. a school report card, transcript or letter attesting to attendance and grade (on school letterhead) as proof of course completion and grade;
 - b. a bursar's form indicating the cost per credit. The district will not accept credit card receipts or canceled checks as proof of payment;
 - c. initial course approval form with signatures;
 - d. request for reimbursement form.
13. All forms for reimbursement must be submitted no later than May 30th.
14. All required documents must be submitted in total as two separate and complete packets of documents in Article XI, Section D, Part 13 (the originals and one copy).
15. Reimbursement will be made by separate check to eligible employees no later than September 1st of the following school year.
16. Failure to adhere to deadlines will result in forfeiture of the reimbursement.

E. TUITION REIMBURSEMENT FOR SUPPORT STAFF

1. DISTRICT EXPENDITURE LIABILITY: The aggregate tuition reimbursement shall be \$60,000.00.
2. Reimbursement will be up to a maximum of the New Jersey State College tuition credit at Rutgers, the State University for undergraduate credits.
3. Support staff will be eligible for reimbursement only after completion of the first year of employment in the South Orange-Maplewood School District and must continue their employment for two (2) years after receipt of said reimbursement. Should their contractual commitment not be fulfilled, the district may request repayment by the employee.
4. Reimbursement shall be made only after successful completion of the course and a letter grade of "B" or better (or pass if pass/fail) is achieved. Courses in which a grade of incomplete has been received may be reimbursed the following year upon submission of a grade of "B" or better.
5. Such courses shall be directly related to the employee's function in the school system.
6. Eligible courses shall be reimbursed one time only per employee.
7. On site, Internet and/or video courses must be from an accredited college or university and must be approved by the Superintendent or his/her designee as identified in Article XXV 2a.
8. Support staff may be reimbursed for no more than three (3) courses per school year (July 1st - June 30th) or a maximum of ten (10) credits. Non-college courses may be

eligible if work related with the approval of the employee's supervisor and the Director of Human Resources.

9. The costs of any fees, books, or transportation are not eligible for reimbursement.
10. Support staff on any approved leave shall not be eligible for tuition reimbursement during the period of their leave.
11. Reimbursement will be calculated once per year for all eligible courses.
12. All applicants must submit two (2) copies (original and one copy) of:
 - a. a school report card, transcript or letter attesting to attendance and grade (on school letterhead) as proof of course completion and grade;
 - b. a bursar's form indicating the cost per credit. The district will not accept credit card receipts or canceled checks as proof of payment;
 - c. initial course approval form with signatures;
 - d. request for reimbursement form;
13. All forms for reimbursement must be submitted no later than May 30th.
14. All required documents must be submitted in total as two separate, complete packets of documents in Article XI, Section E, Part 12 (one original and one copy).
15. Reimbursement will be made by separate check to eligible employees no later than September 1st of the following school year.
16. Failure to adhere to deadlines will result in forfeiture of the reimbursement.

F. CURRICULUM DEVELOPMENT AND IN-SERVICE

1. A base amount equal to one-and-a-half (1 1/2) times the average teacher's salary computed as of January 31st of the previous school year shall be allocated for the purpose of curriculum development and in-service.
2. The Superintendent or his/her designee shall determine the curriculum projects, in-service projects, and the personnel to perform same.
3. The Superintendent or his/her designee's proposals are to be submitted to the Board and approved by them no later than June 30th each year (except these which are necessary due to unforeseen changes).
4. Monies hereunder shall be paid only to certified employees represented by the bargaining unit.
5. Compensation for curriculum development and inservice approved will be \$34.00 per hour. Project leaders will be compensated at the rate of \$40.00 per hour.
6. Whenever the Superintendent or his/her designee approves a curriculum and/or in-service project, the personnel designated to perform this task shall be notified in

writing of the compensation they can expect to receive (i.e., the hourly rate as contained in Article XI, E.5.), and the number of hours allotted for the task), the place of work, and the date by which the project must be completed. Staff members who are performing these tasks will receive a clear list of criteria for the completion of the project and will be aware of the administrators in charge who will have final authority to approve the project for payment. At least one time at the midpoint of the project the administrators in charge will review the work in progress and indicate by initialing whether the criteria are being met. Payment shall be made within sixty (60) days of approval.

All projects will be the property of the school district. If work is printed, published, reported within or outside the district each person who participated in the work shall receive author credit.

7. The Board shall offer at least one (1) full work day in-service program for secretaries. Representatives designated by the Board and SOMEA shall consult with regard to the nature of the program.

G. PROFESSIONAL DEVELOPMENT

1. **PURPOSE.** The South Orange-Maplewood Board of Education recognizes that it shares with its professional staff the responsibilities for maintaining and improving teacher knowledge and methodology. The Board and the Association support the principles of continuing professional development of teachers and the enhancement of instruction. The parties further agree that each teacher should fulfill the obligation for professional development in ways that best serve her/his own and the district's challenges, functions, interests, and needs.
2. **DEFINITIONS.** Professional development includes district and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff member and the district.
3. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**
 - a. **ROLE OF THE COMMITTEE.** The LPDC shall assess all district inservice needs and current professional development opportunities. All district inservice programs shall be under the direction of the LPDC and be eligible for the 100-hour requirement.

The LPDC shall establish its own rules and procedures in line with the Professional Teaching Standards Board (PTSB) Norms and Code of Ethics.

The LPDC will develop the appropriate forms needed to conduct its business and meet its responsibilities as set forth by the Regulations/Standard established by the PTSB. Said forms will include, but not limited to, pre-approval, payment request/reimbursement, and program s forms.

4. **INSERVICE WORKSHOPS, CONFERENCES, PROGRAMS.** In any given year, the Board will provide inservice professional development experiences that will assist the teacher in attaining the requirement 100 hours of continuing education.

Inservice programs shall be conducted during the teacher workday and work year when teacher is required or after school or during the summer on a voluntary basis.

ATTENDANCE AT OTHER PROGRAMS. All programs conducted by the district outside the teacher workday, work year, or during the summer, shall be voluntary, with the exception of new teacher orientation.

Teachers shall have the right to attend Professional Development activities other than those included in the district inservice program in order to meet the 100 hour requirement, as required by the PDP. Attendance at such programs requires preapproval by the immediate supervisor.

PROFESSIONAL STUDIES. The Board agrees to appropriate reimbursement for activities that serve the district, including but not limited to curriculum writing and development, writing of training modules, action research, and teaching a course or workshop. Participants shall be compensated for time beyond the workday or work year according to the applicable rate set forth in this contract.

PROFESSIONAL DEVELOPMENT PLANS (PDPs). The development of the employee's Individual Professional Development Plan (PDP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set forth by the Professional Teaching Standards Board.

The Professional Development Individual Professional Development Plan (PDP) shall be recorded on the form provided for this purpose by the school district. A copy of this form shall be kept in the employee's personnel file.

The employee shall have the right to modify the plans, goals and activities listed throughout the calendar year to meet his/her emerging needs, subject to the consent of the applicable administrator/supervisor.

ARTICLE XII - PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

A. ALL EMPLOYEES

Employees shall not be required to transport students in their own cars.

B. TEACHER EMPLOYEES

1. In connection with the use of force or corporal punishment as between teacher and student, the following provisions of N.J.S.A. 18A:6-1 shall apply:

18A:6-1. Corporal punishment of pupils. No person employed or engaged in a school educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

- 1. to quell a disturbance, threatening physical injury to others;*
- 2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;*

3. *for the purpose of self-defense; and*
 4. *for the protection of persons or property;*
and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.
2. When a teacher is absent as a result of bodily injury caused by an incident arising out of his/her employment such teacher shall be entitled to full salary and benefits for the period of such absence and shall not forfeit any sick leave or personal leave.
 3. Teachers shall forthwith report cases of bodily injury suffered by them in the course of their employment to their principal or immediate supervisor. In the event that a teacher fails to do so it shall not be deemed to be a breach of this Agreement by the Board.
 4. The Board specifically agrees that the provisions of N.J.S.A. 18A:16-6 shall be fully applicable to the extent provided therein to the performance of duties in all Board approved programs including those in which it is appropriate for students to be out of the teacher's sight.

C. SUPPORTIVE EMPLOYEES

1. A supportive employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
2.
 - a. The Board shall give full support including legal assistance for any assault upon the supportive employee while acting in the discharge of his/her duties.
 - b. When absence arises out of, or from such assault or injury, a supportive employee shall not forfeit any sick leave or personal leave.
3.
 - a. Supportive employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 - b. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the supportive employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the supportive employee, the police, and the courts.
4. The Board specifically agrees that the provisions of N.J.S.A. 18A:16-6 shall be fully applicable to the extent provided therein to the performance of duties by supportive employees.

5. No secretarial employee shall be required to work alone in any building without approval of said secretarial employee.
6. Custodial employees working nights shall be provided with communication equipment
7. for the reporting of emergencies requiring immediate assistance.

ARTICLE XIII - EMPLOYEE ASSIGNMENT

A. ALL EMPLOYEES

1. Employees who are assigned to more than one (1) building and are required to use their own cars to travel between buildings shall be reimbursed at the current rate set by the State Department of Education, calculated on a monthly basis and payable on the next appropriate pay date. In the event it is determined that school employees are exempt from the State Department of Education mileage reimbursement regulation, then mileage reimbursement shall revert to the rate set by the Internal Revenue Service (IRS).
2. The Superintendent or his/her representative shall give notice of assignments to new employees at the time of employment or as soon after as it is practicable.

B. TEACHER EMPLOYEES

1. Except in short term emergency situations, approvable by State Authorities, teachers shall not be assigned to teach subjects for which they are not certificated. Such emergency short-term assignments shall be indicated to SOMEA and the employee in writing by the appropriate administrator.
2. Teachers will be notified of their yearly assignments, if it is practicable, by the following dates:

Elementary Teachers: June 1st
Secondary Teachers: June 15th

All certificated staff members shall be provided with a job description when hired and at any point when their job responsibilities change. The district will ensure that any employee may access their job description in the central office and online. The District will provide SOMEA a current copy of all job descriptions, as well as, any new or modified job descriptions immediately following Board approval.

Changes in assignment which have been established will not be undertaken without explanation to the teacher concerned.

3. Teacher-in-Charge must hold a principal's certificate. Appointment will be reviewed on an annual basis.

C. MENTORING

1. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for the position. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, he/she

shall not be involuntarily assigned again until all other qualified employees have been assigned.

2. No teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher simultaneously.
3. Each mentor shall be compensated in accordance with the state guidelines. The Board shall forward whatever state funds are provided to it by the state to the mentor teacher. If state funding is not fully provided to the District, the remainder shall be paid by the mentee.
4. Each mentor shall be required to devote no more than thirty (30) hours to the mentoring assignment.
5. Training shall be provided for mentors in accordance with state guidelines. Time spent in training shall be counted in the thirty (30) hours contained in Article XIII, C.4.
6. There shall be a Joint Committee on Mentoring consisting of three (3) administrators designated by the Superintendent and three (3) teachers appointed by the SOMEA President. The committee shall review the state requirements concerning certification and support services for provisional teachers and make recommendations to the Superintendent regarding those aspects which do not have an impact on terms and conditions of employment.

D. SUPPORTIVE EMPLOYEES

1. Support staff shall be notified of their contract and salary status for the ensuing year no later than May 15th, and of their yearly assignment by the same date if practicable. Changes in assignment which have been established will not be undertaken without explanation to the support staff concerned. All support staff members shall be provided with a job description when hired and at any point when their job responsibilities change. The district will ensure that any employee may access their job description in the central office and online. The District will provide SOMEA a current copy of all job descriptions, as well as, any new or modified job descriptions immediately following Board approval.
2. Any supportive employee who is assigned temporarily to a position with a higher classification than the employee's permanent position shall, from the first day of such assignment, be paid at the per diem rate of the higher classification.

ARTICLE XIV - EMPLOYMENT PROCEDURES

A. TEACHER EMPLOYEES

1. VOLUNTARY TRANSFERS AND REASSIGNMENTS

- a. Any teacher may inquire about existing vacancies by contacting the Office of Human Resources. The Board will prepare lists for posting April and June 1. Lists will be posted in each school.
- b. Teachers who desire a change in assignment or transfer to another building shall notify their building principal in writing. A copy of such notification will be

forwarded to the teacher's immediate supervisor and to the Office of Human Resources, respectively.

2. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- a. Transfers or reassignments of teachers will as fair as practicable, be as a result of joint agreement of teacher and supervisor/principal that the transfer or reassignment is to the best interest of the District. In all instances, the teacher will be consulted before a final decision is made.
- b. When an itinerant teacher is being transferred involuntarily, the transfer or reassignment will, as fair as possible, be the result of joint agreement of teacher and supervisor, assuming that the supervisor has conferred with the principal(s) and that the transfer is in the best interest of the School District. In all instances, the teacher will be consulted before a final decision is made.
- c. Any teacher who objects to an involuntary transfer or reassignment will have recourse to the Building Principal and/or Director of Human Resources to make known his/her concerns.
- d. Except as a result of administrative action, consistent with provisions of law, teachers will not be subjected involuntarily to transfers or reassignments which would result in a reduction of compensation (salary & longevity). If the transfer occurs after the individual's appointment to a summer stipend position, he/she will continue to fill that position.
- e. No vacancy shall be filled by means of involuntary transfer or reassignment until the open position has been posted and all appropriately certificated volunteers have been interviewed.

3. REEMPLOYMENT OF NON-TENURE TEACHERS

- a. Each year in accordance with the law, the Board shall offer a contract of employment for the next ensuing year to each non-tenure teacher continuously employed since the preceding September 30th, or, if it be determined by the Board that such non-tenure teacher shall not be reemployed, shall present written notice to that effect to such teacher.
- b. In the case of teachers who are offered a contract for employment as above provided, such teachers shall be required to return duly executed contracts not later than June 1st, or return unsigned contracts with notice in writing of their intention not to return to their employment within the School District for such year.

B. SUPPORTIVE EMPLOYEES

1. VOLUNTARY TRANSFERS AND REASSIGNMENTS

a. Notification of Vacancies

i. Date of Notification

No later than May 15th of each school year the Superintendent shall deliver to SOMEA and post in all school buildings a list of the known vacancies which shall occur during the school year.

ii. *Filing Requests*

Supportive employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June 1st.

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual supportive employee shall be honored to the extent that the transfer does not conflict with the best interests of the School District.

2. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

a. **Notice**

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

b. **Meeting and Appeal**

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate immediate administrator, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at the meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have a representative of his/her choosing at such meeting.

- c. A list of all open positions in the School District shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request that they be considered for said positions in order of preference. A tenured employee being involuntarily transferred or reassigned shall not be reduced in rank or in total compensation.

ARTICLE XV - JOB POSTINGS

A. TEACHER EMPLOYEES

1. Announcement of vacancies concerning positions that provide remuneration beyond that provided by the teachers' salary guide shall be posted in all schools before the vacancies are filled.
2. Notice of vacancies will be delivered to each building the same day for posting.
3. The deadline for applying for such vacancies shall be posted but in no case shall the deadline be earlier than the tenth (10th) school day after posting.
4. Posting shall include a job description and a statement of qualifications necessary for filling the position as approved by the Superintendent or his/her representative.

5. Vacancies covered by this policy which occur after the fifth (5th) day before closing of school will be announced in the local newspaper, posted in the Board office, and made known by letter to the President of SOMEA.
6. District employees shall receive priority for additional and summer employment.
7. Leave replacement personnel shall be notified of any tenure track openings for which they are qualified.
8. No position shall be filled until all properly submitted applications have been considered.

B. SUPPORTIVE EMPLOYEES

1. POSITIONS INCLUDED

Announcement of all vacancies within the system shall be posted before said vacancies are filled. Qualifications for such positions, the duties and rate of compensation shall be clearly set forth. A copy of said announcement shall be forwarded to Association President at time of posting.

2. DATE OF POSTING

Such notice shall be posted in all buildings in the District no less than ten (10) work days before the deadline for application. Notice of any vacancies which occur during the summer months shall be sent to the President of SOMEA. Time limits in this case will remain the same. Employees who desire to apply for such vacancies shall submit their applications in writing to the Office of Human Resources within the time limit specified in the notice, and the Office of Human Resources shall acknowledge in writing the receipt of all such applications. During the summer the Board shall notify all support employees who so indicate, of all postings.

3. CRITERIA FOR NOTICE

No vacancy in an open position shall be filled until all properly submitted applications have been considered. All internal applicants shall receive a written reply from the Office of Human Resources as to the final status of position. All members of the unit shall have the right to apply for any job opening.

ARTICLE XVI - EMPLOYEE FACILITIES, SUPPLIES AND EQUIPMENT

A. ALL EMPLOYEES

1. Employees at the Maplewood Middle School shall be reimbursed one-hundred percent (100%) of the annual municipal parking fee.
2. The parties shall establish a permanent advisory committee whose purpose shall be to advise the Superintendent on matters concerning the maintenance of proper standards of health, safety and security. The committee shall also recommend the purchase of tools and equipment for the use and safety of the custodial and maintenance employees. The committee shall consist of four (4) individuals appointed by the President of SOMEA and four (4) individuals appointed by the Superintendent. The committee members shall select the chair. The committee shall convene no fewer than five (5) times during the year and will meet during working hours.

B. TEACHER EMPLOYEES

1. To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will aim to provide proper facilities for teachers such as the following:
 - * Storage space for materials and supplies
 - * Faculty rooms with sufficient teacher work areas with computer/printer access and copy machines
 - * Locking desk, chair and filing cabinet
 - * Building telephone system with teacher voice mail
 - * Internet service and reliable email access
 - * Staff rest rooms
 - * Dining facilities where teachers may eat lunch
 - * Parking facilities
 - * Secure storage for personal articles and clothes
 - * Textbooks, chalkboards, paper, pencils, chalk and eraser
2. It is the intent of the Board to provide for those teachers who require certain articles of special clothing to perform their necessary function within the District, and to evaluate the recommendation of the department chairman or applicable administrator in those instances where certain articles of special clothing may be required and are implied as a budgetary item. These recommendations will be carefully considered and the Board will assume the basic expense within this framework. This would include: Physical Education, Art, Industrial Arts, and Science Lab teachers.

A refusal by a teacher's immediate supervisor to recommend the purchase of special clothing shall be brought to the Building Principal's attention and the principal's agreement or disagreement thereon shall be given to the teacher in writing.
3. The Board will maintain an appropriate telephone answering service to make possible the reporting by teachers the need to be absent from duty. Teachers may call the answering service any time prior to 6:45 a.m. of the day they will be unavailable for work. A person or persons will be designated in each building to be contacted by teachers who will not be available for work due to sudden emergencies that may occur after 6:45 a.m.
4. Teachers who find it necessary to enter or remain in school buildings after custodial hours will make such need known to their immediate supervisor or the building principal who will make the necessary arrangements, if possible.
5. It is the intent of SOMEA and the Board to facilitate communication between district employees and parents. In order to accomplish this joint goal, we will agree to:
 - a. The lifting of restrictions statement to all administration asking that whenever possible, faculty is to be permitted to use district telephones in private locations to communicate with parents and conduct school business;
 - b. The addition of outside lines and/or movement of phone extensions in all schools;

- c. Further discussions on this topic between SOMEA representatives and the administration to review progress and discuss options for the expansion of technology to enhance the communication between parents and teachers.

C. SUPPORTIVE EMPLOYEES

1. To the extent possible, taking into consideration the availability of space, funds, and facilities the Board will make every effort to provide proper facilities including secure storage space for the storage of personal articles, and equipment for supportive employees.
2. The Board will continue to provide equipment and supplies for custodial functions. The head custodian should be consulted as to needed equipment and supplies.
 - a. The Board agrees to provide five (5) uniforms to new custodians and security guards to be worn whenever they are on duty. Thereafter, uniforms will be replaced as needed by returning old and worn uniforms to the School District. Inclement weather gear in good condition shall be provided to each custodian and maintenance personnel. Such gear shall consist of ponchos, overshoes, and gloves and shall be purchased in consultation with the Health and Safety Committee.
 - b. Each custodian and maintenance employee shall receive a respirator mask for use in the building and shall be purchased in consultation with the Health and Safety Committee.
 - c. When employees are in need of foul weather gear they shall sign out for same. Upon return of gear the Head Custodian in the building will sign acknowledging the gears' return.
 - d. Custodians will be provided with outer winter jackets.
 - e. Night custodians who work alone in a building shall be issued communication equipment to enable them to secure assistance in the event of an emergency.
 - f. Additional eye wash/safety sinks shall be installed during the duration of this Agreement. The location and number of sinks to be installed shall be reviewed by the committee formed in Article XVI, C.5.
 - g. Uniforms and safety shoes must be worn whenever the employee is on duty.
3. Maintenance and custodial personnel shall receive an allowance of \$75.00 towards the purchase of "safety shoes" prorated annually.
4. Purchase of communication equipment for security personnel shall be made in consultation with the Health and Safety Committee. The Board shall also provide for security guards five (5) uniforms consisting of pants, shirts, ties and two (2) jackets/blazers, sweaters, or vests with an appropriate logo. Uniforms will be replaced as needed by returning old and worn uniforms to the School District.
5. The Board and SOMEA shall rely upon the Health and Safety Committee to review custodial, maintenance, bus driver and security equipment and supplies.

6. Supportive employees who find it necessary to enter or remain in school buildings after custodial hours will make such need known to their immediate supervisor who will make the necessary arrangements, if possible.
7. Disposable rubber gloves shall be supplied by the Board to all support employees whose jobs require them. Elementary lunch aides/lead lunch aides shall be provided by the Board with smocks or cobblers aprons. Elementary lunch aides and lead lunch aides shall be provided with supplies for cleaning the lunchroom between and after lunch shifts.
8. The Board shall reimburse maintenance employees for personal tools which are broken while being used to perform school district work. The replacement shall be for the same tool or, if not available, for one of equal quality. The employee shall report breakage to his/her supervisor before purchasing a replacement. If a determination to purchase a replacement of "equal" quality is made by the supervisor, that determination shall be subject to the grievance procedure. After making the purchase, the employee shall submit to the supervisor the receipt for reimbursement which shall be made within sixty (60) days.

ARTICLE XVII - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to provide SOMEA with the name and position of each employee within each of the buildings in the District and in addition thereto any information to which the public is entitled by law.

The President of SOMEA shall be informed of any and all vacancies and the filling of same. As soon as it is known, the Board shall advise SOMEA of the names of all non-tenured employees who are not to be re-employed.

- B. Whenever any employee participates during working hours in grievance proceedings, conferences, or meetings called by Board representatives, he/she shall suffer no loss of pay.
- C. SOMEA and its representatives shall be permitted to use school buildings for meetings, subject to approval of the building principal, except that SOMEA shall be responsible for all costs attendant to the use of school facilities at any time when custodians are not ordinarily on duty. In every instance of SOMEA use of the building, the building principal will be made aware of the starting and closing times of the meeting and the spaces to be used before he/she gives approval. SOMEA representatives may leave twenty minutes after pupils are dismissed on days when SOMEA meetings are held, it being understood, however, that this shall apply to only one such meeting for each month.
- D. SOMEA shall be granted space for posting notices in the school office and the teachers room of each school. One copy of each item posted shall be made available to the building principal and central office. The specific location for posting notices will be approved by the building principal.
- E. SOMEA shall be permitted the privilege of placing materials in school mailboxes. The building principal shall receive a copy of each item placed in the mailboxes. All materials distributed by SOMEA shall carry SOMEA identification.

- F. A telephone will be installed for the President of SOMEA to be placed in an appropriate position within his/her classroom/office/workspace so as not to disturb the ongoing educational program, cost of calls to be borne by SOMEA.
- G. The Board will schedule a brief presentation by SOMEA at the annual orientation program for new employees. A part of the orientation day program will be set aside for those new employees who wish to visit and confer with SOMEA officers or representatives.
- H. The Superintendent will be available to all employees "upon request and reasonable notice" after the Building Principal and/or Director of Human Resources have been pursued.
- I. Representatives of SOMEA, the New Jersey Education Association, and the National Education Association shall be permitted to transact official business on school property at all reasonable times with the approval of the employees' supervisor, provided that this shall not interfere with or interrupt normal operations.
- J. In connection with any changes or modifications in the terms and conditions of employment during the term hereof, the parties agree to be bound by the provisions of N.J.S.A. 34:13A-5.3.
- K. The Board agrees to provide SOMEA with a mailbox in each building.
- L. The language of this agreement represents the full and complete understanding of the parties on all subjects which have been the subject of negotiations. Neither party shall be required to negotiate over any issue contained herein during the life of the agreement. Where any issue or practice is not addressed in this agreement, past practice shall prevail.
- M. **ASSOCIATION PRESIDENT – RELEASE TIME**
The president of the Association shall be guaranteed release time to conduct Association business, Said release time, in partial or in full, shall be the equivalent of six (6) days per year. Except in the case of emergency, said release time shall require one (1) days written notice to the Superintendent or his/her designee.

ARTICLE XVIII - PROCEDURES FOR COOPERATIVE EVALUATION

- A. Teacher Employees (Effective beginning in the 2011-2012 school year)

1. CLASSROOM OBSERVATIONS/EVALUATIONS AND VISITS

Teachers and supervisors will confer regularly. Classroom visitation and other observations will be discussed. Whenever written reports are to be discussed, written reports are to be forwarded to the next supervisory level, (e.g., supervisory reports to principals) they shall first be shared with the teacher in a timely manner.

2. FORMAL OBSERVATIONS/EVALUATIONS

- a. Non Tenured Teachers

The program of evaluation of non tenured teaching staff members shall include the observation of each such employee in the performance of assigned

duties by an appropriate supervisor no fewer than three times annually and once each semester. These evaluations are to take place before April 30 each year. The evaluations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Additional observations may take place at the discretion of the supervisor.

The evaluation timeline for provisional teachers should be as follows:

- i. The first formative evaluation shall be completed at the end of 10 weeks, or proportionally longer if the teacher is part-time, after the provisional teacher assumes full responsibility of a classroom.
- ii. The second formative evaluation shall be completed at the end of 20 weeks, or proportionally longer for part-time teachers, after the provisional teacher assumes full responsibility of a classroom.
- iii. The final summative evaluation shall be completed at the end of 30 weeks, or proportionally longer for part-time teachers, after the provisional teacher assumes full responsibility of a classroom. This final, summative evaluation shall be completed by the building principal who shall make one of three recommendations for certification pursuant to N.J.A.C. 6A:9-8.7(b).

Each evaluation shall be followed by a collaborative conference between that teaching staff member and his or her evaluator pursuant to (a) above within five (5) school days and no later than ten (10) calendar days. The collaborative conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the teaching staff member whenever the need for such aid is indicated. Sufficient time should be scheduled for a full discussion of the issues involved.

Within fifteen (15) days following each evaluation (within ten (10) days for provisional teachers), the evaluator pursuant to (a) above shall provide a written copy of the evaluation to the provisional teacher.

The non-tenured teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten (10) days of receiving the written evaluation.

An annual written report will be forwarded to the Superintendent following an open-ended conference involving the teacher, and, as appropriate, the

supervisor, and/or the vice-principal, and the principal. A check list evaluation sheet will be part of the formal final report.

Observations:

All classroom instructors will be observed in the performance of their duties by a visitation to the assigned work station. The visit will not be less than one class period (secondary level) or for the duration of one complete subject lesson (elementary level).

In the case of the non-tenured teaching staff member who is not regularly assigned to classroom instruction, the evaluator shall confer with the employee at the beginning of each three month period, the first of such periods commencing at the beginning of the school year. They shall together determine the job performance that will be observed. The period of the observation will be appropriate to the performance to be observed and will be conducted in as few separate sessions as possible. The evaluator shall record each separate instance of observation and the activity observed.

Wherever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations should be spread over time to allow time for improvement.

Each observation will be recorded on a separate form and a copy sent to the non-tenured teaching staff member at least twenty-four (24) hours prior to the collaborative observation conference.

b. Unannounced observations for Non-tenured teaching staff

These observations will be for the purpose of collecting additional information for assisting each teacher in growing professionally throughout the school year.

- i. One (1) formal observation may be unannounced.
- ii. The unannounced observation shall not be the first formal observation conducted.
- iii. The non-tenured teaching staff member shall have a one-time right of first refusal in declining a formal unannounced observation for any reason.
 - a. The exercise of the right of first refusal shall be without any prejudice whatsoever to the non-tenured teaching staff member.
 - b. A notation signed by the non-tenured teaching staff member and evaluator shall be prepared memorializing that the non-tenured teaching staff member exercised his/her right of refusal to the

unannounced formal observation; and, the note shall be placed in the non-tenured teaching staff member's personnel file.

iv. This observation will not occur without an initial conversation between the evaluator and the teaching staff member.

a. The conversation will happen no later than at the beginning of the teacher's work day for first year teachers and no later than prior to the period/lesson to be observed for second (2nd) and third (3rd) year teachers.

b. The non-tenured teaching staff member will inform the evaluator of the scheduled classroom activity.

c. The evaluator will then determine if the scheduled classroom activity is suitable for a formal observation.

Example: The students may be taking an examination. In such cases, the formal observation shall be completed at another time.

v. This observation will be treated in the same manner as observations discussed within this article.

vi. A formal unannounced observation may occur in addition to the scheduled observations for the normal observation/evaluation process; but, the formal unannounced observation may not occur more than once per year unless requested by the staff member.

c. Tenured Teachers

Continuous evaluation will be formalized annually in an open-ended conference involving the teacher, the supervisor, and/or the assistant, vice-principal, and the principal. All evaluations will occur prior to May 15th. The written evaluation of both the employee's performance during observation and the employee's total employment performance shall include a collaborative conference, within five (5) school days and no more than ten (10) calendar days, between the employee and the evaluating supervisor. The teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten (10) calendar days of receiving the written evaluation.

d. PRE AND POST OBSERVATION CONFERENCES

i. A preconference will be held prior to each scheduled formal observation. The preconference shall be used to provide a teaching staff member an opportunity to display the planning skills used in planning the lesson to be observed. During the pre-conference meeting, the evaluator may solicit among other things, basic information concerning the curriculum and lesson plan to be taught for the future observation/evaluation. This process will be a collaborative process between the evaluator and the teaching staff member.

- ii. Within five (5) school days and no later than ten (10) calendar days after the formal observation (whether scheduled or unannounced), the teaching staff member and the evaluating supervisor shall hold a post observation conference to discuss the evaluation report prepared by the supervisor.
- iii. The post observation conference will be conducted for the purpose of, but not limited to, providing a forum for feedback, a reflection on the observation, confirming the accuracy of the materials collected and providing assistance to the teaching staff member whenever the need for such aid is indicated. Sufficient time will be scheduled for a full discussion of the issues involved.
- iv. Concerning observation/evaluation and final evaluation reports for both non-tenured and tenured teachers, the formal open-ended conference between teacher/supervisor/vice-principal/principal shall be followed by a written summary which will reflect the items discussed during the conference. All parties shall sign this report before the principal forwards it to the Superintendent's office. The signatures will signify that: (a) a conference was held; (b) the items listed were discussed; (c) the signatures shall not necessarily reflect agreement; (d) the teacher received a copy of the report; and (e) the teacher has an opportunity to record a timely disclaimer to the evaluation.

e. Evaluations

- i. Each formal observation will be recorded on a separate evaluation form and a copy provided to the teaching staff member at a post observation conference.
- ii. A written evaluation of each teaching staff member in the performance of his/her duties will be prepared within five (5) school days and no later than ten (10) calendar days after the post observation conference. If the tenth calendar day falls on a holiday, Saturday or Sunday, the written evaluation report shall be given to the non-tenured teaching staff member on the next regularly scheduled work day.
- iii. Two copies of the evaluation form will be prepared and both the supervisor and the teaching staff member shall sign each copy and retain one copy.
- iv. If the teaching staff member so wishes, he/she may prepare a written rebuttal to the evaluation. Any rebuttal will be appended to the evaluation, provided it is received not more than ten calendar

days after the written evaluation is provided to the non-tenured teaching staff member.

- v. Each evaluation form shall be filed in the teaching staff member's personnel file within twenty (20) calendar days after the post observation conference.

f. ANNUAL SUMMATIVE EVALUATION CONFERENCE AND REPORT

- i. In addition to the evaluation following each formal observation, the evaluator shall prepare an annual summative evaluation of each teaching staff member's total performance as an employee of the school district.
- ii. An annual summative evaluation conference will be held with each teaching staff member by the administrator or supervisor who prepared the summative evaluation (whenever possible) before the staff member's annual performance report is filed. The conference will be held on or before May 15th of each school year, if possible.
- iii. The annual performance conference will include a review of the:
 - a. Staff member's performance based upon his/her job description,
 - b. Staff member's progress toward the objectives of his/her individual Professional Development Plan (PDP), and
 - c. Available indicators of pupil progress and growth toward their program objectives.
- iv. The purpose of the annual performance conference is to provide the teaching staff member with a copy of the annual summative evaluation and to allow for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.
- v. The annual performance report will be signed by the evaluator at the time of the conference and by the teaching staff member within five (5) working days of the conference. The signature of the staff member will not necessarily be construed to indicate assent with the report.
- vi. If the teaching staff member so wishes, he/she may prepare a written disclaimer to the summative evaluation. Any disclaimer will be appended to the evaluation, provided it is received not more than ten (10) calendar days after the conference.

- vii. Each annual performance report shall be filed in the teaching staff member's personnel file. A copy of the filed report will be provided to the staff member within ten (10) calendar days of the annual summative evaluation conference. If the tenth calendar day falls on a holiday, Saturday or Sunday, the annual summative evaluation report shall be given to the teaching staff member on the next regularly scheduled work day.

3. APPEAL

If there is a disagreement about the nature of the report, all parties shall submit further documentation to the Board office administrator with the appropriate responsibility who will study the reports and make recommendations for further action. If the recommendations are not accepted, they may be appealed to the Superintendent and then to the Board.

It is agreed that only procedures herein shall be subject to binding arbitration pursuant to Article V.

B. SUPPORTIVE EMPLOYEES

1. MID-YEAR CONFERENCE

A mid-year conference shall be held with the primary supervisor. The purpose of this conference will be to discuss the supportive employee's work performance.

A conference report will be compiled by the supervisor and a copy made available to the supportive employee. The report shall contain the items discussed.

2. ANNUAL EVALUATION

At least once annually each employee will be evaluated by building or district administrator.

- a. The annual evaluation will be formalized in an annual conference. The conference will consist of the supervisor's evaluation of work performance of the supportive employee and any other matters which may be appropriate.
- b. Following the conference, an annual evaluation report will be forwarded to the Office of Human Resources. This report will include the evaluation by the supervisor and any other pertinent information which may have grown out of the conference. Before forwarding this report, it shall be signed by both the supervisor and the supportive employee. Signatures will mean only that a conference was held and that the items included were discussed. The supportive employees shall receive a copy.
- c. If the supportive employee desires to submit additional material concerning the annual evaluation, he/she shall submit a copy to the supervisor and a copy to the Office of Human Resources who will have it attached to the evaluation report.

3. If there is any disagreement concerning the annual evaluation, the supportive employee may appeal to the Office of Human Resources who will set up a conference at which time further recommendations concerning the annual evaluation will be made.

ARTICLE XIX - COMPLAINT PROCEDURE

- A. Any complaint regarding an employee made to or by any member of the Administration, by any parent, student, or other person shall be shared with that employee before any disciplinary action is taken. The complainant shall be advised that the complaint and its source will be shared with the employee. It shall also be understood that the complainant has the privilege of withdrawing his/her complaint.
- B. When any administrator receives a complaint regarding an employee the nature of which required the recording thereof in the employee's personnel record, then such administrator will share such complaint and its source with the employee and will, prior to any further administrative action in connection thereto, try to resolve such complaint with the employee informally.

ARTICLE XX - EMPLOYEE WORK YEAR

A. TEACHER EMPLOYEES

1. The in-school work year for teachers on a ten (10) month basis shall be:
 - a. One hundred-eighty three (183) days which pupils are in attendance. This includes three (3) days for possible emergency closing. On May 1 of each year, assuming a day is available, the Board will provisionally designate two (2) days from May 1 until the end of the school year as give back days. The days in question will be granted if, in the Board's discretion they are not needed for an emergency from May 1 until the end of the school year.
 - b. One (1) additional day for fall orientation program.
 - c. One (1) day for closing school following the last day of pupil attendance.
 - d. Two (2) days for the professional development of teachers to be scheduled during the course of the instructional year.
 - e. Two (2) additional days for orientation of new teachers prior to school opening.
 - f. The last two (2) student days in June shall be half days for students, full days for teachers.
2. The SOMEA/District Administration Meeting (SAM) will make recommendations to the Superintendent concerning a calendar.
3. Guidance Counselors at Columbia High School shall work one-hundred-eighty-six and one-half (186 1/2) days except for two (2) counselors who shall work one-hundred-eighty-six and one-half (186 1/2) days (10 months) plus twenty (20) days. Middle school guidance counselors shall work one-hundred-eighty-six and one-half (186 1/2) days (10 months) plus ten (10) days.

B. AUDIO-VISUAL TECHNICIANS

1. During the period from September 1st to June 30th, technicians shall follow the student calendar as approved by the Board except as herein modified.
 - a. They shall work the days after the last student day in June.
 - b. They shall work half-day district staff development days.
 - c. They shall not work holidays as listed in Article XX, D.
 - d. They shall work Christmas, February and April vacations not contrary to the holiday schedule in Article XX, D.
2. During the months of July and August, technicians shall receive vacation days according to the following schedule:

Years of Service	Vacation Days
1 - 3	10
4 - 6	15
7 and over	23

If the technician works less than a full year as an employee of the District, then vacation days shall be allotted at the rate of one (1) day for every month worked, but in no case shall more than ten (10) days be permitted.

C. TEN (10) AND ELEVEN (11) MONTH SUPPORTIVE EMPLOYEES

1. All supportive employees on a ten (10) or eleven (11) month schedule should report for work on September 1st or the day after Labor Day, whichever is earlier.
2. All supportive employees on a ten (10) or eleven (11) month schedule shall follow the school district calendar as approved by the Board.

D. TWELVE (12) MONTH SUPPORTIVE EMPLOYEES

1. The work year for all twelve (12) month supportive employees/personnel shall be commensurate with the twelve (12) month work schedule of the school district, except as modified in this Agreement.

2. HOLIDAY SCHEDULE

Holidays For Twelve (12) Month Employees

- a. Independence Day
- b. Labor Day
- c. Rosh Hashanah (when schools are closed)
- d. Yom Kippur (when schools are closed)
- e. Thanksgiving Day
- f. Thanksgiving Recess
- g. Christmas Eve Day
- h. Christmas Day
- i. New Year's Day
- j. Martin Luther King, Jr. Day
- k. Presidents Day
- l. Good Friday
- m. Memorial Day

3. COMPENSATORY DAYS

These days cannot be taken in advance and must be taken prior to July 1st of each year.

- a. Columbus Day
- b. Election Day
- c. NJEA Convention (can ONLY be taken the Friday of the Convention)
- d. Veterans Day
- e. Lincoln's Birthday

4. VACATION SCHEDULE FOR TWELVE (12) MONTH SECRETARIES, CUSTODIANS, MAINTENANCE WORKERS, AND BUS DRIVERS:

- a. Vacation eligibility shall be determined as of May 15th of each year, for secretaries, Custodians, maintenance workers, and bus drivers' eligibility shall continue to be determined according to the practices in effect at the beginning date of this Agreement.
 - b. Vacation times shall be scheduled to coordinate with the work scheduled and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld. Past practices peculiar to the custodians, maintenance workers, and bus drivers shall remain in effect during the term of this Agreement.
 - c. Vacation allowance is as follows:
 - i. Vacation allowance will apply to each twelve (12) month clerical employee whose initial assignment will begin after June 30, 1974.
 - ii. Ten (10) workdays after the first year of employment. If the employee works less than a full year, vacation will be allowed at the rate of one (1) day for each month worked, with the total vacation not to exceed ten (10) days.
 - iii. Ten (10) work days after each of the second and third years of employment and fifteen (15) work days after each of the fourth, fifth and sixth years of employment.
 - iv. Twenty-three (23) days after the seventh (7th) year of employment and after each subsequent year of employment.
- E. Elementary lunchroom aides shall work only on regularly scheduled full student days at the elementary level.
- F. Whenever the School District is closed due to emergency conditions, those employees required to work shall receive a compensatory day at the employee's discretion.

ARTICLE XXI - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD

A. TEACHER EMPLOYEES

1. Teachers shall indicate their presence for duty by initialing the appropriate column on the attendance sheet at the beginning of the workday.

2

- a. The daily teaching day shall be seven (7) hours, fifteen (15) minutes for elementary teachers and seven (7) hours for middle school teachers and seven (7) hours and fourteen (14) minutes for high school teachers. The middle school teacher's day will begin at 8:14 a.m. and end at 3:14 p.m. This time includes a lunch period equal to a student's in each of the respective schools, but in no case less than thirty (30) minutes, which would include passing time and no less than forty-five (45) minutes at the high school and fifty-five (55) minutes at the elementary school. The Board and SOMEA shall convene a committee to consider flex time issues for the middle school.
- b. No high school teacher assigned to teach the period 1-8 configuration shall be required to be at his/her assignment earlier than 7:25 a.m. No high school teacher assigned to teach the period 2-9 configuration shall be required to be at his/her assignment earlier than 8:14 a.m.
- c. In making assignments to the A and B configuration, administration will give due consideration to teacher preference to schedule, however, the ultimate determination rests with administration.
- d. No elementary school teacher shall be required to be at his/her assignment earlier than 8:15 a.m. except those teachers who have assumed assignments requiring an earlier attendance.

No middle school teacher shall be required to be at his/her assignment earlier than 8:14 a.m. except those teachers who have assumed assignments requiring an earlier attendance.

- e. If arranged in advance with the building principal, teachers who voluntarily arrange parent conferences before their regular workday begins or after their workday ends, may leave earlier the same day or arrive later the following day. Teachers may not leave prior to five (5) minutes after dismissal time or arrive later than five (5) minutes prior to student arrival. If, however, this conference occurs on a day when the teacher has a scheduled after school activity, the teacher shall attend the activity that day and leave early or arrive late on another day that week.
3.
 - a. Building based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending building faculty meetings or other such professional meetings four (4) days each month. These meetings shall generally be held on Tuesdays and will not be scheduled to conflict with SOMEA Representative Council dates. SOMEA will provide the

SOMEA Rep Council meeting dates to the Superintendent prior to August 1st, annually.

- b. Teachers scheduled to teach the periods 1-8 configuration shall attend a staff meeting which commences immediately following their regularly scheduled conference period. Teachers scheduled to teach the periods 2-9 configuration shall attend a staff meeting which commences immediately following their regularly scheduled conference period.
4. Teachers shall have the opportunity to suggest items for the agenda of their building faculty meetings.
 5. Every effort will be made to limit the length of after school meetings to one (1) hour.
 6.
 - a. High School teachers will receive one (1) preparation period per day equal to the length of a class period. Teachers will not be compensated for any lost preparation period, equal to the length of a class period, on any school day in which they do not get a preparation period due to a shortened student day for any reasons.
 - b. *Shortened school days will be defined as Emergency closings, delayed openings, scheduled half days before holidays where students and teachers are released at the same time.*
 - c. *On scheduled half days where there is no lunch period, or on days where there is a delayed opening, no teaching staff member will be scheduled to teach more than four(4)consecutive periods without a twenty (20) minute break.*
 7.
 - a. Middle School teachers will receive one (1) preparation period per day equal to the length of a class period. Teachers will not be compensated for any lost preparation period, equal to the length of a class period, on any school day in which they do not get a preparation period due to a shortened student day for any reasons.
 - b. *Shortened school days will be defined as Emergency closings, delayed openings, scheduled half days before holidays where students and teachers are released at the same time.*
 - c. *On scheduled half days where there is no lunch period, or on days where there is a delayed opening, no teaching staff member will be scheduled to teach more than four(4)consecutive periods without a twenty (20) minute break.*
 8.
 - a. Elementary school teachers will have a preparation period each time their entire class is covered by a special teacher; and special teachers will continue to be scheduled so as to permit elementary teachers to receive five (5) preparation

periods per week. Administration will make every attempt to insure that elementary school teachers receive at least one (1) preparation period per day.

- b. One (1) preparation period per week may be provided for a professional conference period. This period may be used for team planning, curriculum development, pre and post observation conferences, and other educational activities at the direction of the principal. This provision shall not require any additional staffing but rather a possible reallocation of time. The Administration and SOMEA will work cooperatively to develop the necessary schedules. If any additional preparation period(s) is/are lost for team planning, curriculum development, pre and post observation conferences, and other educational activities at the direction of the principal, staff will be compensated at the contractual rate.
 - c. One of the weekly preparation periods, in addition to the one provided in 8.b., may be utilized for the observation/evaluation process. This number shall not exceed five (5) during the course of the school year without compensation.
9. a. Any teacher, who does not receive the minimum weekly contractual prep time and is utilized as a substitute teacher shall receive:
- \$40.00 per coverage beginning on the second such coverage.
- Such coverage shall be on a voluntary basis unless volunteers are unavailable; then such coverage shall be assigned.
- b. Any teacher who does not receive the minimum contractual weekly preparation time due to teaching, staffing for special education, attending IEP meetings or when on special assignment by the administration, except as provided in 8.b. above, shall receive payment per coverage as shown in 9.a. beginning on the second coverage.
 - c. In addition, on single (minimum length student session) session (four (4) hour) days when teachers are expected to remain the entire work day, when feasible, teachers shall be provided with at least twenty (20) minutes preparation time.
 - d. When an employee misses a preparation period which can be rescheduled later in the same day, such time will be rescheduled rather than paid.
 - e. Teachers who lose a preparation period due to a field trip, a dropped period, an assembly, or a four (4) hour (minimum length student session) session before a holiday shall not be entitled to payment.
10. Teachers will attend Back to School Night as per the practice in effect in their individual schools as of the date of this Agreement. Attendance at PTA meetings shall be voluntary.

11. Elementary teachers shall participate in six (6) parent-teacher conference days or nights—three (3) in the Fall and three (3) in the Spring. On these six (6) occasions, students shall be dismissed after the completion of a one session day. On two (2) of these occasions in the Fall and the Spring the teacher shall remain and conduct “Reporting to Parents” conferences in the afternoon. On the other one (1) occasion in the Fall and the Spring the teacher shall be released at the end of the students’ day, but shall return at 6:00pm and remain until 9:00pm for “Reporting to Parent” conferences.

Students will be dismissed at the end of a one (1) session day, and the teachers shall remain until the end of the work day to prepare for activities related to Back to School Night.

12. At both middle schools, students and staff will be dismissed at 12:30 for Back to School Night in the fall unless there is a staff development day scheduled on the following day, in which case staff will be dismissed at end of the students' day. For School in Action Night in the spring, staff will be dismissed at 12:30.

Middle school guidance counselors shall attend School in Action Night and Parent Orientation Night.

13. **EIGHT (8) PERIOD DAY AT COLUMBIA HIGH SCHOOL**

- a. Teachers shall be assigned to either the A or B schedule shown below for the full school year as per A. 2. c.
- b. The standard teaching day for Columbia High School staff shall consist of five (5) classes or their science lab/class equivalent and one period which will consist of an assigned duty. The assignment duties will be jointly developed by a faculty and administration committee. The assigned duties may consist of: cafeteria, study hall, library, locker room, corridor, content area labs, tutorials and lunch detention and in-school suspension relief.
- c. All after school clubs, evening assignments, and graduation shall be on a volunteer basis only.

In no case will a failure to volunteer be prejudicial to a faculty member, and in no case can the decision not to participate in an evening activity or club be revoked.

It is understood that the tentative evening activity calendar will be completed prior to the start of school in September. At that time teachers will have the opportunity to volunteer.

- d. Nothing herein will change the previous practice or related assignments with respect to homeroom and conference period at the end of the teaching day.
- e. Every effort will be made to eliminate the number of teaching positions with six (6) classes or their science lab/class equivalents. All teachers except those with six (6) classes or their equivalents will have one period of duty for a full year.

- f. Exempted from those supervisory duty assignments will be the positions of Librarians, Audio-Visual Teachers, Psychologists, Speech and Language Specialists, Social Workers, Hearing Disabilities Specialist, Learning Disability Teacher Consultants, School Nurses, Guidance Counselors, Data Processing Teachers and teachers who have the responsibility of maintaining the Computer Lab, and the Desktop Publishing/Graphic Arts Lab only.
- g. Guidance Counselors at Columbia High School shall attend three (3) night meetings depending on assignment.
- i. 8th Grade Parent Orientation
 - ii. 9th Grade Parent Night
 - iii. 11th Grade Parent Night
 - iv. Back to School Night
 - v. College and Career Night
- h. Students will be dismissed at the end of a one (1) session day, and the teachers shall remain until the end of the work day to prepare for activities related to Back to School Night.

**COLUMBIA HIGH SCHOOL
SAMPLE BELL SCHEDULE
Effective 2007-2008**

PERIOD	SCHEDULE A	SCHEDULE B	MINUTES
ARRIVAL TIME	7:25 AM	XXXXX	
1	7:30 – 8:15	XXXXX	45
ARRIVAL TIME	XXXXX	8:14	
2	8:19 – 9:04	8:19 – 9:04	45
HOMEROOM	9:08 – 9:18	9:08 – 9:18	10
3	9:22 – 10:07	9:22 – 10:07	45
4	10:11 – 10:56	10:11 – 10:56	45
5	11:00 – 11:45	11:00 – 11:45	45
6	11:49 - 12:34	11:49 - 12:34	45
7	12:38 – 1:23	12:38 – 1:23	45
8	1:27 – 2:12	1:27 – 2:12	45
CONFERENCE	2:12 – 2:39	XXXXX	27
9	XXXXX	2:16 – 3:01	45
CONFERENCE	XXXXX	3:01 – 3:28	27
TEACHER DAY	7 HOURS & 14 MINUTES	7 HOURS & 14 MINUTES	

14. ADDITIONAL PERIOD DAY AT THE MAPLEWOOD AND SOUTH ORANGE MIDDLE SCHOOLS

The parties agree that the additional duties and preparation time resulting from the reorganization of the school day at Maplewood Middle School and South Orange Middle School are satisfactory and that the arrangement will continue as long as the schools operate with an eight (8) period day.

15. Guidance Counselors' workday at the Middle Schools shall be 8:15 a.m. to 3:15 p.m.; The Guidance Counselor's workday at Columbia High School shall be the same as the teacher's work day, seven (7) hours and fourteen (14) minutes. Said workday shall include a duty-free lunch period not less than the students lunch period, but in no event less than thirty (30) minutes duration, except at Columbia High School where the lunch period shall not be less than forty-five (45) minutes duration. At Columbia High School there shall be a daily preparation period.
16. Elementary Lunch Supervision
- a. Elementary Lunch Supervision shall be by volunteers at each school. The stipend shall be \$36 per period. Coverage rate shall be the same as class coverage.
 - b. Volunteers shall be assigned by the building principal. Those rejected shall receive reasons in writing. A rotating list of volunteers shall be maintained for daily absences. Volunteers may only be teachers.
 - c. Supervision shall consist of a single daily period of twenty-five (25) minutes. Supervision shall be only of the students during the twenty five (25) minute lunch period.
 - d. Assignments shall be made by management if no volunteers are forthcoming. No teacher will be assigned for more than one-quarter (1/4) of the year's lunch supervision. No teacher shall receive a second assignment until all eligible teachers have been assigned once. All elementary teachers are eligible for supervision.
 - e. SOMEA's Professional Improvement Committee will handle all problems related to this supervision and serve as liaison with the Board.
17. Itinerant teachers shall have fifteen (15) minutes for travel added to their lunch period if they must travel at this time.
18. Audio Visual Coordinator/Trainer using personal vehicles for school business shall receive a reimbursement of \$750.
19. Guidance counselors, child study team members, psychologists, learning disability teacher consultants, social workers and speech and language specialists shall be compensated when they are instructed to accept additional caseloads because designated personnel are ill or have not yet been hired. Compensation shall be made if individual case load has increased by twenty percent and shall begin to be calculated after five consecutive days. Compensation shall be calculated as if said individual had a sixth class assignment.

B. AUDIO-VISUAL TECHNICIANS

1. From September 1 to the last day of student attendance in June, the technician's workday shall begin at 8:00 a.m. and terminate at 4:00 p.m. Beginning with the day after the last student day and through the month of August, the workday shall begin at 8:00 a.m. and terminate at 3:30 p.m.
2. There shall be a one (1) hour duty-free lunch period. There shall be a fifteen (15) minute duty-free coffee break in the morning and in the afternoon.
3. Overtime shall be paid at the rate of one and one half (1 1/2) times the regular pay for work beyond forty (40) hours a week. During the period beginning with the day after the last student day through the month of August, overtime shall be computed after thirty-seven and one-half (37 1/2) hours a week. Holidays, vacation days, and unscheduled school closings are to be used in computing the overtime. Overtime work must be mutually agreed to by the technician and the Director of Technology. There will be a call time of a four (4) hour minimum.
4. Technicians using their personal vehicles for school business shall receive a reimbursement of \$750.

C. CUSTODIANS, MAINTENANCE WORKERS AND BUS DRIVERS

1. SECURITY

Schedule for special security coverage (Halloween, commencement exercises, etc.) will be arranged by the building administrator in consultation with the head custodian and with approval of the Supervisor of Buildings and Grounds.

2. SCHEDULE WHEN SCHOOL IS NOT IN SESSION

When school is not in session, the work hours will be either 7:30 a.m. to 3:30 p.m. or 8:00 a.m. to 4:00 p.m. In both shifts there shall be a one-half (1/2) hour duty-free lunch break. However, the building administrator will schedule personnel as needed for building coverage and proper securing of the building. The lunch period shall be limited to thirty (30) minutes.

3. BLACK SEAL LICENSES

- a. All custodial personnel employed after July 1, 2005, must obtain, as a condition of their employment and prior to the conclusion of the first calendar year of employment, a Black Seal Boiler Operator's License.
- b. The Board will pay any charges levied by the authorized school for instruction of custodial personnel in preparation for the licensing examination.
- c. The board shall pay any initial or renewal license fees.

4. BUILDING REPAIRS

Whenever possible, head custodians will be notified in advance of all major repairs to be undertaken in building during the school vacation weeks and summer vacation.

5. CLEANING OF FIRE BOILERS

The annual cleaning of fire boilers shall be the responsibility of all boiler licensed custodians. Assignments will be made by the head custodians. If for reasons of health, a custodian must be excused from his/her duty, it must be with the approval of the medical director of our School District.

A payment for each boiler cleaned will be made annually.

6. SNOW REMOVAL

The schedule for snow removal will be determined by the head custodian with the approval of the Supervisor of Buildings and Grounds. To the extent possible, overtime and snow removal will be shared equally among all custodians of a building staff.

Excuses from snow removal for health reasons must be approved by the medical director of the school district.

7. BREAKS

There shall be two (2) fifteen (15) minute coffee breaks, one preceding and one following the meal break on each work shift.

8. CALL BACK

Custodian, Maintenance, and Bus Driver employees called back to work after the end of their regular daily shift shall be paid for a minimum of four (4) hours.

9. WORKDAY

The workday for custodians shall be;

- a. Nine (9) hours daily including a one (1) hour lunch period for day workers.
- b. Eight (8) hours daily including a one-half (1/2) hour lunch or meal period for night workers.
- c. The custodial employees shall indicate their presence for duty by initialing the appropriate column on the attendance sheet at the shift.

10. USE OF PERSONAL VEHICLES

Maintenance workers using their personal vehicles for school business shall receive a reimbursement of \$750.

D. SECRETARIES

1. EMPLOYEE HOURS

a. Regular Work Day: September 1st - June 30th

The work day shall consist of eight (8) hours including a sixty (60) minute lunch.

b. Summer Work Hours and Other Days when School is NOT In Session

Immediately upon closing of school in June, and until school opening in September, the workday shall consist of seven and one-half (7 ½) hours including a sixty (60) minute lunch.

c. Coffee Breaks

There shall be two (2) fifteen (15) minute daily coffee breaks, one (1) in the morning and one (1) in the afternoon. Time allotted for coffee breaks shall be mutually agreed upon by the employee and immediate supervisor, but may not be transferred to accrue additional time for any other purpose.

d. Secretarial staff in each school will be permitted to attend faculty meetings on a rotating basis, subject to proper/adequate coverage being maintained in the office.

2. WORK SCHEDULE

a. Length of workday should be seven (7) hours exclusive of a sixty (60) minute lunch period. Schedule for the work day should be determined by the employee's supervisor.

b. Commensurate with State and Federal Law.

E. INSTRUCTIONAL AIDES

1. Instructional aides will be under the supervision of the teacher, working within the guidelines to be developed by the Administration in consultation with teachers and any other people designated by the Superintendent.

2. The elementary workday shall begin and end at the same time as the teacher's; lunch period shall be duty-free; and there shall be two (2) fifteen (15) minute duty-free breaks, one (1) each in the morning and the afternoon. The elementary teacher shall schedule the workday with the principal's approval. The middle and secondary school instructional aide workday shall be the same as the teacher's.

3. Staff hired as instructional aides are ineligible for preparation time.

4. Aides who are used as substitute teachers shall be compensated at a rate equal to their regular pay plus the substitute teacher's regular pay for a full day or one-half (1/2) the pay for a half (1/2) day.

F. MEDICAL AIDES

Medical Aides shall work under the direction of a fully certified school nurse. Their workday shall be the same as the school nurse's.

G. CLERICAL, SECURITY, AND TRANSPORTATION AIDES

1. The clerical aides and transportation aides shall work a seven (7) hour day with a one-half (1/2) hour lunch break. The security guards shall work a seven (7) hour day with a one (1) hour lunch break. These employees shall be entitled to one fifteen (15) minute break during the morning as scheduled by their supervisor.

2. Security Guards shall have a call time of four (4) hours minimum.

H. ELEMENTARY LUNCH AIDES

1. Regular elementary lunch aides shall work a one and one-half (1 1/2) hour day. Elementary Lead Lunch Aides shall work a one and one-half (1 1/2) hour day.

2. If a lunch aide is absent, the aides who supervise the students of the absent aide shall be compensated for such coverage. Payment for each absence shall be shared by all the aides providing the coverage at a rate of \$15.00.

I. TECHNOLOGY INTEGRATION TRAINER

1. The Technology Integration Trainer work day will be from 8:14 a.m. until 3:14 p.m., Monday through Friday, with one-half (1/2) hour duty free lunch and two fifteen (15) minute breaks, one in the morning and one in the afternoon. Time allotted for breaks shall be mutually agreed upon by the employee and the immediate supervisor but may not be transferred to accrue additional time for any purpose.
2. Technology Integration Trainers using their personal vehicles for school business shall receive a reimbursement of \$750.

J. OVERTIME

1. Work performed beyond forty (40) hours a week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly pay.
2. Work performed on Saturdays will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly pay; work on Sundays and Holidays will be paid at one and one-half (1 1/2) times the employee's regular hourly pay.
3. With permission of the employee, compensatory time may be substituted for overtime pay consistent with the Fair Labor Standards Act.
4. Call time shall be a minimum of four (4) hours.
5. A district wide list of custodians volunteering for overtime shall be compiled at the beginning of each school year for the purpose of equally assigning overtime. Volunteers from outside the middle schools shall undergo an orientation from the middle schools' head custodian prior to being assigned overtime in the middle schools. At Columbia High School, at least one (1) of the assigned custodians must be from the high school's regular custodial crew.
6. Secretaries shall be paid for work performed outside the regular schedule on the basis of twenty (20) days per each month; annually two-hundred (200) days for ten (10) -month secretaries, two-hundred-twenty (220) days for eleven (11) -month secretaries and two-hundred-forty (240) days for twelve (12) -month secretaries.
7. Technology Integration Trainers shall be paid for work performed outside the regular schedule, as defined in Article XXI - Section I at the same rate as certified staff Project Leaders under Article XI - Section F, Paragraph 5 of the Collective Bargaining Agreement. The payment to Technology Integration Trainers shall not be deducted from the base amount available to certified employees in accordance with Article XI - Section F, Paragraph 1 and Article XI, Section F, Paragraph 4.

K. ATHLETIC TRAINER

1. The Athletic Trainer's work year shall consist of 186 days plus twenty (20) additional days which will begin the first official day of Fall sports practice and finish one (1) day after the last day of Spring state championships.

2. The Athletic trainer shall be on the teacher's salary guide.
3. The Athletic trainer shall receive an extra one (1) month's salary for the additional (20) days.
4. The Athletic trainer's day shall be defined as 7 hours and 14 minutes or the same as a teacher day. Because of the nature of the job, the Athletic Trainer shall have a flexible schedule, as determined by the Athletic Director, and will work an average of the same number of hours per week as a teacher.
5. Any Sunday or day over and above two-hundred six days (206) shall be paid at the teacher coverage/loss of prep pay per hour.
6. Days where students are not required to be in school and there are no scheduled sports contests, the hours of the Athletic Trainer shall be mutually agreed upon.

ARTICLE XXII - SUPERVISION OF STUDENT TEACHERS

- A. The Board will continue to cooperate with teacher training institutions in the training of student teachers.
- B. Teachers shall have the right to interview the candidate before accepting or rejecting a student teacher who may be assigned to them. Every effort shall be made to provide the prospective cooperating teacher with information about the student's background.
- C. No teacher shall serve as a cooperating teacher unless he/she has had the necessary experience or background for making a worthwhile contribution to the development of the prospective teacher.

ARTICLE XXIII - DISTRICT SAM: SOMEA AND ADMINISTRATION MEETING

A. STRUCTURE OF THE COUNCIL

The composition of the council shall be thirteen (13) persons; seven (7) appointed annually by the President of SOMEA and six (6) appointed annually by the Superintendent.

B. SCOPE OF THE MEETING

1. The District SAM shall encourage the initiation of innovative ideas and suggestions and will consider matters referred to it which relate to more than one building or which have district-wide implications. Such matters may include curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophical goals for education in the district, criteria and procedures for teacher evaluation, procedures for discipline, research and experimentation and educational specifications for buildings.
2. The District SAM shall also consider its potential as a clearinghouse for professional communications.

3. The District SAM should not be considered an appellate organization for any building Faculty Committee decisions, nor shall it be a function of the District SAM to supervise day-to-day administrative or teaching operations.

C. PROCEDURES

1. The District SAM will have at least one (1) regularly scheduled meeting each month.
2. The District SAM will form from its membership an agenda committee, whose function will be to accept and order all matters which are appropriate to the committee brought to it either by individual staff members or groups of staff members.
3. The District SAM will be authorized to establish ad hoc subcommittees as necessary in order to engage those staff members most familiar with a particular problem or topic and those most apt to be affected.
4. The District SAM will have the following modes of disposing of those matters which come to its attention:
 - a. establish machinery (sub-committees, interviews with individuals, etc.) it deems will be effective and then make recommendations to the Superintendent and to the Board consonant with the results of that study.
 - b. refer the matter to existing structures.
 - c. call the matter to the attention of the Superintendent.
5. The District SAM will keep the initiator(s) informed as to the progress of the agenda item.
6. Reports or recommendations to the District SAM may include minority as well as majority views.
7. Minutes of the meetings will be taken and transcribed by a stenographer and distributed to all members of the District SAM. A synopsis will be compiled from these minutes and distributed to total staff. This synopsis shall include the current status of all items submitted to the Council.
8. The District SAM will, after each year of operation, review its effectiveness, solicit reaction of staff and report its findings to the Board and total staff.

D. COOPERATIVE INVOLVEMENT OF THE BOARD

1. After considering the recommendations made by the District SAM, the Board will advise the council of its actions, including reasons for its decision.
2. The Board will budget for the operations of the District SAM. An operational budget will provide for secretarial services, preparation and distribution of materials, research, and housekeeping chores.

ARTICLE XXIV - BUILDING SAM: SOMEA AND ADMINISTRATION MEETING

- A. Each building in the district shall have Building SAM.
- B. The principals and any other representative(s) he/she may choose will meet on a regularly scheduled basis with the elected SOMEA representatives in the building. There shall be at least one meeting per month.
- C. Agendas will be mutually prepared in advance.
- D. Areas for consideration will be the implementation of the negotiated Agreement as it relates to the school operation; additionally, existing or anticipated policies and practices in that particular school shall be areas of consideration.
- E. Meetings may be limited in time and the number of people present at such meetings may be agreed to. Teacher and/or support staff representation will be by elected SOMEA representatives.

ARTICLE XXV - SALARY GUIDE IMPLEMENTATION

A. TEACHER EMPLOYEES

1. INITIAL EMPLOYMENT

- a. Teachers employed must hold or be eligible for a New Jersey Certificate to teach.
- b. A new teacher may be granted full credit for as much as ten (10) years of experience gained for placement within his/her appropriate training level classification. If full credit for all years of experience is not recognized in his/her initial appointment, he/she will later be fully adjusted to the salary guide in terms of his/her qualifications by such increases in salary as may be recommended by the Superintendent and as may be approved by the Board.
- c. Guide placement is not to exceed the penultimate step of the appropriate training level guide.
- d. Teaching activity of six (6) months or more under regular appointment in any one school year shall be considered as one (1) year of experience. Night school and summer school teaching shall not be counted as added experience.
- e. Continuous substitute teaching in one assignment for three (3) months or more will be credited as teaching experience. Such substitute teaching shall be cumulative, ten (10) months of teaching counting as one (1) year's experience.
- f. Service in the armed forces may be evaluated as equivalent to teaching experience except that no more than four (4) years' credit may be granted for such military experience.
- g. It is the responsibility of the Superintendent or his/her representative to evaluate the qualifications of teachers for the purpose of this guide. In general, courses and programs of study including onsite, internet and/or video courses completed in accredited colleges, universities, and teacher-training institutions prior to

employment in this school system will be accepted at face value upon the individual's filing with the Superintendent an official transcript from the institution in which the work was completed.

2. ADVANCEMENT

- a. Programs of study for purposes of advanced classification in terms of this guide must be approved in advance by the Superintendent or his/her representative.
- b. College courses taken by teachers, after initial employment for advancement on the salary guide must be at the graduate level, except that a maximum of six (6) undergraduate credits may be approved for courses taken at the request of the administration or for courses taken to meet certification requirements.
- c. A teacher who, because of additional training or study, qualifies for placement within a higher classification of the guide may be considered for appropriate adjustment in his/her contractual salary for the following contractual year. Guide movement may occur only on September 1st each year provided a letter from the employee indicating that the work is completed and transcripts have been requested to be sent to the Board is received by the Board two (2) weeks prior to September 1st. Upon receipt of said transcripts increased pay will be authorized for the September pay date.

This placement will involve transfer to that step in such higher classification which corresponds to the step to which he/she has advanced in the lower classification. The teacher will thereafter be considered for annual increases in salary to the maximum provided by the higher classification.

- d. A teacher must have secured a bachelor's degree to be considered eligible for advancement to the five (5) and six (6) year training levels.
- e. Credit for auditing a course may be accepted at one-half (1/2) the regular course credit upon the teacher's filing with the Superintendent an attendance certificate and such satisfactory evidence of professional growth as the Superintendent may require. Approval in advance must be obtained from the Superintendent by a teacher now employed in the system who wishes credit for such work.
- f. Certain activities of teachers may be considered as equivalents for graduate study in accordance with the following policies:
 - i. Activities offered by a teacher as equivalents for graduate study must have demonstrated the value in the professional improvement of the teacher. That is, the test of the worth of such activities will be whether or not through the enrichment of the background, knowledge, and skills of the teacher there can be expected improved services from his/her assigned responsibilities in this school system.
 - ii. Equivalents may be offered for credit for placement on the salary guide only at the five (5) and six (6) year training levels.

- iii. A maximum of eight semester hours' credit may be allowed for equivalents at each of the five (5) and six (6) year training levels.
- iv. A teacher must apply in advance to the Superintendent for tentative approval of any activity which he/she expects to offer for credit as equivalent. Such applications must give full details as to the nature of the proposed activity and must show how the teacher thinks this activity will result in his/her professional improvement and will enhance his/her value to the school system.
- v. Upon completion of the activity being offered as an equivalent, the teacher must submit to the Superintendent for evaluation a report with such supporting data as may be required to obtain final approval thereon by the Superintendent.
- vi. Activities of teachers which may be considered as equivalents in working toward either the fifth (5th) or sixth (6th) year training level are:
 - (a) Educational travel up to a maximum of eight (8) semester hours of credit, each week of travel being evaluated for not more than one (1) semester hour of credit.
 - (b) Work experience directly contributory to professional growth and efficiency up to a maximum of eight (8) semester hours of credit, each two (2) weeks of work experience being evaluated for not more than one (1) semester hour of credit. Such work experience must be confined to the summer vacation months.
 - (c) In-service courses offered by the Board, organized non-credit courses offered by educational institutions, industrial organizations or other approved sponsorship. In such instances, half as many hours of credit up to a maximum of eight (8) semester hours, may be allowed as for a credit course of the same duration in a graduate institution. For example, since a college course requiring preparation and meeting for a one (1) hour period fifteen (15) times entitles a student to one (1) semester hour of credit, a non-credit course of the kind described may be approved for one-half (1/2) hours of credit.
 - (d) Private study with a professional teacher up to a maximum of eight (8) semester hours of credit. The amount of credit to be granted in each instance will be determined by the nature and kind of study done.
 - (e) Original writing up to a maximum of eight (8) semester hours. An article of not less than one-thousand (1,000) words published in a current magazine may be evaluated as one (1) semester hour of credit.
 - (f) Research work resulting in an objective outcome, such as publication or detailed reports to the school administration may be evaluated as worth up to eight (8) semester hours of credit. This is not intended to include work

done by a teacher on committees and on projects normally considered as part of his/her professional obligation to the school system.

g. Teachers who participate in the National Board Certification Program shall be governed by the following terms and conditions:

i. National Board Certification Program

- a. The District will pay the full cost of all fees and District approved activities, minus any Federal or State subsidies if available, to support a teacher's participation in the certification process for up to two (2) years.
- b. The District will assist and support the National Board Certification candidates by making available to them materials and equipment, such as video cameras, editing equipment, and computers that the District owns.
- c. By September 1st of each year, the District will send all National Board Certification Program participants, and SOMEA, a letter indicating what District approved activities it will support for that contractual year.
- d. In exchange, the teacher agrees to continue to work in the District for an additional two (2) full years following certification.
- e. If more teachers sign up than there are available District supported slots, participating teachers will be selected based on a lottery administered jointly by the district and SOMEA Executive Committee.

ii. Non-pensionable Stipend for Being Nationally Board Certified

- a. Upon receipt of the National Board Certificate, a teacher will receive a \$1,500 non-pensionable stipend each year for the life of his/her Certificate.
- b. Any teacher who has received his/her National Board Certificate prior to June 30, 2011 shall be paid a one-time \$3,400 non-pensionable stipend per the stipulation in the pilot program. Thereafter, these teachers will receive a \$1,289 non-pensionable stipend each year for the life of his/her National Board Certificate.
- c. Teachers who have earned a National Board Certificate prior to being hired in the District, upon showing proof of having attained a Certificate, will receive a \$1,500 non-pensionable stipend each year during the remaining life of the Certificate.
- d. Upon showing proof of renewal of his/her National Board Certificate, said teacher will then receive a \$1,500 non-pensionable stipend each year for the life of his/her Certificate.

iii. **Repayment**

- a. In the event that a teacher leaves the district within one (1) year after his/her certification date, the District shall recover, through deductions from the employee's last payroll checks, seventy-five percent (75%) of the initial fee the District paid, not including State and Federal subsidies. In the event that a teacher leaves the District after one (1) year but before two (2) years after his/her certification date, the District shall recover, through deductions from the employee's last payroll checks, fifty percent (50%) of the initial fee the District paid, not including State and Federal subsidies.
- b. For teachers who begin but do not complete all requirements of the National Board Certification Program within two years, the District shall recover, through deductions in the employee's payroll checks, seventy-five percent (75%) of the initial fee the District paid, not including State and Federal subsidies.
- c. Should the employee's commitment to the District regarding National Board Certification not be fulfilled due to non-renewal, layoffs, termination or catastrophic illness, the employee shall not be held responsible for repayment of any fees to the District.

B. SUPPORTIVE EMPLOYEES

1. SALARY

a. Credit for Prior Experience

All new employees when hired shall be placed on the proper step of the salary guide according to the following formula:

One step for every one (1) year of job related experience not to exceed Step 9.

b. Advancement on Salary Guide

Ten (10) month employees hired prior to January 1st of any school year and twelve (12) month employees hired prior to December 1st of any school year shall advance one step at the commencement of the following school year.

2. SECRETARIAL CLASSIFICATION

12-Month S - 5

- a. Purchasing Secretary
- b. Assistant Payroll Clerk
- c. Secretary/Office Manager to Principal - CHS
- d. Accounts Specialist Secretary
- e. Technology Mentor

12-Month S - 4

- a. Secretary/Office Manager to Principal - Middle School
- b. District Registrar

- c. Secretary/Office Manager - Director of Department of Special Education
- d. Secretary to Administrative Assistant to the Superintendent
- e. Computer Operator
- f. Outreach Coordinator
- g. Secretary to Curriculum Coordinator h. library Secretary
- i. Secretary to Director of Media Services
- j. Secretary to District Directors
- k. Data Processing Secretary
- l. Purchasing Secretary
- m. Accounts Payable Secretary

12-Month S - 3

- a. Secretary - Department of Special Education
- b. Secretary - Main Office - CHS
- c. Secretary to Vice Principals - CHS
- d. Secretary - CHS Library
- e. Secretary - Department Chairs - CHS
- f. Secretary - Director of Athletics - CHS
- g. Secretary - Guidance - CHS
- h. Secretary - Computer Center - CHS
- i. Switchboard Operator - District
- j. Registrar of Transcripts - CHS
- k. Secretary to Directors of Transportation and Property Services

11-Month S - 4

- a. Secretary to Principal - Elementary School
- b. Data Entry Secretary - Middle School

10-Month S - 4

- a. Secretary - Special Education Department

10-Month S-3

- a. Secretary - Office - Middle School
- b. Secretary - Guidance - Middle School
- c. Secretary to Director of Related Arts
- d. Attendance Secretary - CHS
- e. Secretary - Media Center - CHS
- f. Secretary to Nurse - CHS
- g. Secretary/Bookkeeper- Middle School
- h. School Treasurer - CHS

3. Secretaries' salaries are based upon the correlation between the classifications in this Article and the salary guide.

ARTICLE XXVI - PAYMENT OF SALARY

- A. The salaries of all employees covered by this Agreement are set forth in the schedules which are hereto attached and made a part hereof.
- B
1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Employees employed on an eleven (11) or twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
 2. When a payday falls on or during a school holiday, vacation, weekend or a bank holiday, employees shall receive their paychecks on the last previous working day.
 3. Employees shall receive their final checks and the pay schedule for the following year on the last day of employee attendance in June.
 4. Employees may individually elect to have ten percent (10%) or more of their monthly salary deducted from their pay to be deposited in a bank of their choice. These funds shall be paid to the employee or his/her estate on the final payday in June.
- C. Employees on night shift shall receive paychecks one (1) day prior to the regular payday unless checks are delivered late to the Board.
- D. Pay shall be electronically deposited in the bank accounts of those employees electing this option.

ARTICLE XXVII - DUES DEDUCTION

- A. Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of employees the dues of only one grouping of employees association to include SOMEA, ECEA, NJEA, NEA and eighty-five percent (85%) agency shop.
- B. If an employee does not become a member of SOMEA during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to SOMEA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by SOMEA as a majority representative. Such fee may not exceed eighty-five percent (85%) of SOMEA's regular membership dues fees and assessments, and shall be paid and administered pursuant to the requirements of the law.
- C. SOMEA shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses (excluding counsel fees) that may arise out of or by reason of any action taken or not taken by the employer in conforming with this provision, except in cases involving the willful misconduct by the employer or by reason of the employer's imperfect execution of the obligations imposed upon it by this Article.

- D. The Board agrees that it shall give SOMEA timely notice in writing of any such claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
- E. Both parties will cooperate with each other in the gathering of evidence, securing witnesses and all other aspects of the defense.
- F. Prior to making such deduction from the salary of any employee the Business Administrator must have in his records a current statement executed by the employee authorizing such deduction.

ARTICLE XXVIII - HEALTH INSURANCE

- A. The parties agree to abide by the New Jersey statutes that govern employee contributions towards health benefits. Effective January 1, 2012, the Board will pay 100% of the premium for NJ Direct 15 of the School Employees Health Benefit Plan for all current employees, their immediate families (spouse and eligible children), or the domestic partner of all employees covered by this Agreement. The insurance coverage and service to be included shall be equal to or better than but may not be less than the current coverage as listed below:

NJ School Employees' Health Benefits Plans
Full Family Dental Plan
Delta Premier Dental Annual Deductible \$25 Individual/\$100 Family
Delta Preferred Option
Employee Assistance Program: REAP

Employees may buy up, at their expense, to a more expensive plan offered within the SEHBP. All newly hired employees will automatically be enrolled into NJ Direct 15 of the SEHBP at the District's expense and may buy up at their own expense to a more expensive plan offered within the SEHBP.

- B. A joint committee made of an equal number of employees (appointed by SOMEA) and the Board of Administrators shall review the escalating costs of Health Insurance with a view towards controlling same.
- C. Health benefit deductions or contributions from employees' pay checks that are pursuant to statute, or this contract, shall be taken out pretax through a Section 125 plan to be established by the Board.

ARTICLE XXIX - SALARY GUIDES

A. TEACHER'S SALARY GUIDES

2009-2010

Step	BA	BA+30/MA	BA+60 or MA+30
1	42260	47754	51050
2	42460	47980	51292
3	42660	48206	51533
4	42860	48432	51775
5	43060	48658	52016
6	45056	50914	54428
7	48114	54369	58122
8	51173	57825	61816
9	54231	61281	65511
10	59615	67365	72015
11	69677	78735	84169
12	71677	80995	86585
12A	72877	82195	87785

2010-2011

Step	BA	BA+30/MA	BA+60 or MA+30
1	42624	48165	51490
2	42826	48393	51734
3	43027	48621	51977
4	43229	48849	52221
5	43431	49077	52464
6	45444	51352	54897
7	48528	54837	58623
8	51614	58323	62348
9	54698	61809	66075
10	60128	67945	72635
10A	62731	71867	77347
10B	65246	74382	79863
10C	67762	76898	82378
11	70277	79413	84894
11A	71286	80553	86112
12	72294	81693	87331
12A	73505	82903	88541

2011-2012

Step	BA	BA+30/MA	BA+60 or MA+30
1	43167	48779	52146
2	43372	49010	52393
3	43576	49241	52639
4	43780	49472	52886
5	43984	49703	53133
6	46023	52007	55596
6A	47585	53772	57483
7	49147	55536	59370
7A	50709	57301	61256
8	52272	59066	63143
8A	53833	60831	65030
9	55395	62597	66917
9A	58145	65704	70239
10	60895	68811	73561
10A	63530	72783	78333
10B	66078	75330	80881
10C	68625	77878	83428
11	71173	80425	85976
11A	72194	81580	87210
12	73216	82734	88444
12A	74442	83960	89670

2012-2013

New Step #'s

Step	Step	BA	BA+30/MA	BA+60 or MA+30
1	5	44577	50372	53848
2	6	46643	52707	56345
3	7	49809	56284	60169
4	8	52976	59862	63993
5	9	56141	63440	67819
6	10	61715	69738	74552
7	10A	64386	73763	79388
8	10B	66968	76345	81970
9	10C	69549	78926	84552
10	11	72131	81508	87134
11	11A	73167	82678	88384
12	12	74202	83848	89635
12A	12A	75444	85090	90877

1. COUNSELORS

Counselors employed an additional ten (10) days shall receive an extra one-half (1/2) month's salary and counselors employed an additional twenty (20) days shall receive an extra one (1) month's salary.

2. TEACHER/COUNSELORS

Fifty percent (50%) of the appropriate step of the teacher's salary guide and fifty percent (50%) of the counselor's stipend.

- 3.** Teachers who were initially employed on or before June 30, 2007 will have until August 31, 2010 to complete the credits necessary to advance to the BA+30 or BA+60 columns. Effective July 1, 2010, teachers may only advance to the higher education columns by obtaining either or both a Masters degree and thirty (30) graduate credits that are earned after the Masters degree is earned. Teachers who are employed on or after July 1, 2007 may only advance to the higher education columns by obtaining either or both a Masters degree or thirty (30) graduate credits that are earned after the Masters degree is earned.

B. SECRETARIAL SALARY GUIDES (10, 11, AND 12 MONTH)

10 Month Secretaries: 2009-2010

Step	S-3	S-4	S-5
1	31852	34554	38608
2	33231	35934	39888
3	33507	36209	40264
4	33783	36485	40540
5	35046	37850	42055
6	36309	39011	43570
7	37570	40576	45085
8	38833	41940	46600
9	40096	43304	48115
9A	41328	44586	49473
10	42559	45867	50830

11 Month Secretaries: 2009-2010

Step	S-3	S-4	S-5
1	35148	38199	42580
2	36555	39526	43987
3	36859	39830	44290
4	37162	40134	44594
5	38551	41635	46261
6	39939	42912	47928
7	41328	44634	49593
8	42716	46134	51260
9	44105	47634	52927
10	46694	50334	55793

12 Month Secretaries: 2009-2010

Step	S-3	S-4	S-5
1	38442	41685	46551
2	39877	43120	47986
3	40209	43452	48317
4	40540	43783	48648
5	42055	46814	50466
6	43570	47691	52284
7	45085	48691	54102
8	46600	50328	55920
9	48115	51964	57738
9A	49630	53600	59556
10	50830	54800	60756

10 Month Secretaries: 2010-2011

Step	S-3	S-4	S-5
1	32234	34969	39071
2	33630	36365	40367
3	33909	36644	40747
4	34188	36923	41027
5	35467	38304	42560
6	36745	39479	44093
7	38021	41063	45626
8	39299	42443	47159
9	40099	43824	48692
9A	41633	45121	50066
10	43070	46417	51440

11 Month Secretaries: 2010-2011

Step	S-3	S-4	S-5
1	38540	42246	47804
2	39540	43246	48804
3	40540	44246	49804
4	41540	45246	50804
5	42540	46246	51804
6	43540	47246	52804
7	44540	48246	53804
8	45540	49246	54804
9	46540	50246	55804
10	47540	51246	56804

12 Month Secretaries: 2010-2011

Step	S-3	S-4	S-5
1	41932	45988	51856
2	42932	46988	52856
3	43932	47988	53856
4	44932	48988	54856
5	45932	49988	55856
6	46932	50988	56856
7	47932	51988	57856
8	48932	52988	58856
9	49932	53988	59856
9A	50932	54988	60856
10	51932	55988	61856

10 Month Secretaries: 2011-2012

Step	S-3	S-4	S-5
1	32610	35376	39527
2	34022	36789	40837
3	34304	37070	41222
4	34587	37353	41505
5	35880	38751	43056
6	37173	39939	44607
7	38464	41541	46158
8	39757	42938	47709
9	40566	44334	49260
9A	41066	44834	49760
10	43572	46958	52039

11 Month Secretaries: 2011-2012

Step	S-3	S-4	S-5
1	39504	43303	48999
2	40529	44328	50024
3	41554	45353	51049
4	42579	46378	52074
5	43604	47403	53099
6	44629	48428	54124
7	45654	49453	55149
8	46679	50478	56174
9	47704	51503	57199
10	48729	52528	58224

12 Month Secretaries: 2011-2012

Step	S-3	S-4	S-5
1	42953	47108	53118
2	43977	48132	54142
3	45002	49156	55167
4	46026	50181	56191
5	47050	51205	57215
6	48075	52229	58240
7	49099	53254	59264
8	50123	54278	60288
9	51148	55302	61313
9A	52172	56327	62337
10	53196	57351	63361

10 Month Secretaries: 2012-2013

Step	S-3	S-4	S-5
1	33927	37341	42464
2	34927	38341	43464
3	35927	39341	44464
4	36927	40341	45464
5	37927	41341	46464
6	38927	42341	47464
7	39927	43341	48464
8	40927	44341	49464
9	41927	45341	50464
	42927	46341	51464
10	43927	47341	52464

11 Month Secretaries: 2012-2013

Step	S-3	S-4	S-5
1	40492	44385	50224
2	41542	45436	51275
3	42593	46486	52326
4	43643	47537	53376
5	44694	48588	54427
6	45745	49638	55478
7	46795	50689	56528
8	47846	51740	57579
9	48897	52790	58629
10	49947	53841	59680

12 Month Secretaries: 2012-2013

Step	S-3	S-4	S-5
1	43998	48254	54411
2	45048	49303	55460
3	46097	50353	56509
4	47146	51402	57559
5	48195	52451	58608
6	49245	53501	59657
7	50294	54550	60706
8	51343	55599	61756
9	52392	56648	62805
9A	53442	57698	63854
10	54491	58747	64904

C. CUSTODIAN, BUS DRIVER, MAINTENANCE SALARY GUIDES

2009-2010

Step	Custodians	Driver 12	Driver 10	Maintenance
1	40352	37893	31576	40940
2	41787	39621	33016	42812
3	42118	41350	34457	44686
4	42449	43079	35897	46558
5	44207	44807	37338	48431
6	45964	46536	38778	50303
7	47721	48264	40219	52176
8	49478	49993	41659	54048
9	52436	56534	46110	61146
10			47310	

2010-2011

Step	Custodians	Driver 12	Driver 10	Maintenance
1	41187	38677	32229	41787
2	42652	40441	33699	43698
3	42989	42205	35170	45610
4	43327	43970	36640	47521
5	45122	45734	38110	49433
6	46915	47499	39580	51344
7	48708	49263	41051	53255
8	50502	51027	42521	55166
9	53521	57704	47064	62411
10			48289	

2011-2012

Step	Custodians	Driver 12	Driver 10	Maintenance
1	46822	39617	38663	43929
2	47822	41424	39863	46429
3	48822	43232	41063	48929
4	49822	45039	42263	51429
5	50822	46846	43463	53929
6	51822	48654	44663	56429
7	52822	50460	45863	58929
8	53822	52268	47063	61429
9	54822	59107	48263	63929
10			49463	

Step	2012-2013			
	Custodians	Driver 12	Driver 10	Maintenance
1	47993	40608	39630	45027
2	49018	42460	40860	47589
3	50043	44313	42090	50152
4	51068	46165	43320	52714
5	52093	48017	44550	55277
6	53118	49870	45780	57839
7	54143	51722	47010	60402
8	55168	53575	48240	62964
9	56193	60584	49470	65527
10			50700	

D. OTHER SALARY GUIDES

A.V. Technicians

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	53298	53444	53520	54858
2	53915	54244	54520	55883
3	54532	55044	55520	56908
4	55150	55844	56520	57933
5	55767	56644	57520	58958
6	56384	57444	58520	59983
6A	57001	58244	59520	61008
7	58201	59044	60520	62033

TECHNOLOGY INTEGRATION TRAINERS – 10 MONTH

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	44583	46938	48211	49416
2	45685	47938	49211	50441
3	46805	48938	50211	51466
4	47907	49938	51211	52491
5	50210	50938	52211	53516

DATA ENTRY MANAGER – 12 MONTHS

	2009-2010	2010-2011	2011-2012	2012-2013
1	59922	61420	67467	69153
2	61739	63282	68467	70178
3	63554	65143	69467	71203
4	65007	66632	70467	72228
5	68023	69724	71467	73253

CHAPTER ONE AIDES

Step	2009-2010 10 Month	2010-2011 10 Month	2011-2012 10 Month	2012-2013 10 Month
1	41522	42838	43795	44818
2	41822	43238	44204	45236
3	42123	43638	44613	45655
4	42425	44038	45021	46073
5	43900	44438	45430	46492

Step	2009-2010 11 Month	2010-2011 11 Month	2011-2012 11 Month	2012-2013 11 Month
1	45728	47216	48270	49398
2	46059	47616	48679	49817
3	46390	48016	49088	50235
4	46721	48416	49497	50654
5	48225	48816	49906	51072

INSTRUCTIONAL AIDES

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	31184	32925	33660	34447
2	31515	33325	34069	34865
3	31846	33725	34478	35284
4	32177	34125	34887	35702
5	33302	34525	35296	36120
6	34502	34925	35705	36539

TECHNOLOGY FACILITATORS – 10-MONTH

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	39428	41397	42532	43596
2	40458	42397	43532	44621
3	41488	43397	44532	45646
4	42519	44397	45532	46671
5	44749	45397	46532	47696

TECHNOLOGY FACILITATORS – 12-MONTH

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	47316	50235	51591	52880
2	48552	51235	52591	53905
3	49789	52235	53591	54930
4	51025	53235	54591	55955
5	53460	54235	55591	56980

MEDIA CLERICAL 10-MONTH

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	38,657	38,657	38,657	38,657
2	39,667	39,667	39,667	39,667
3	40,678	40,678	40,678	40,678
4	41,687	41,687	41,687	41,687
5	42,697	42,697	42,697	42,697

MEDIA CLERICAL 12-MONTH

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	46,388	46,388	46,388	46,388
2	47,600	47,600	47,600	47,600
3	48,812	48,812	48,812	48,812
4	50,024	50,024	50,024	50,024
5	51,236	51,236	51,236	51,236

MEDIA DELIVERY

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	25,887	25,887	25,887	25,887
2	26,134	26,134	26,134	26,134
3	26,381	26,381	26,381	26,381
4	26,627	26,627	26,627	26,627
5	26,875	26,875	26,875	26,875

LUNCH AIDES

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	5062	4641	4745	4856
2	5172	5041	5154	5274
3	5283	5441	5563	5693
4	5393	5841	5972	6111
5	5515	6241	6381	6530
6	5636	6641	6790	6948
7	6956	7041	7198	7367

SECURITY GUARDS

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	27464	28032	27217	27897
2	27795	28370	28217	28922
3	28126	28708	29217	29947
4	28457	29046	30217	30972
5	29306	29912	31217	31997
6	30155	30779	32217	33022
7	31003	31644	33217	34047
8	31852	32511	34217	35072
9	32699	33375	35217	36097
10	33548	34242	36217	37122
11	35597	36333	37217	38147

CLERICAL/TRANSPORTATION AIDES

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	23342	24311	24854	25435
2	24777	25211	25774	26376
3	25108	26111	26694	27318
4	25440	27011	27614	28259
5	26445	27911	28534	29201
6	27451	28811	29455	30143
7	28457	29711	30375	31084
8	29463	30611	31295	32026
9	30469	31511	32215	32967
10	31475	32411	33135	33909
11	32481	33311	34055	34851
12	33486	34211	34975	35792
13	34686	35111	35895	36734

MEDICAL AIDES

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	36659	37723	38566	39467
2	36906	38123	38974	39885
3	37153	38523	39383	40304
4	37400	38923	39792	40722
5	38847	39323	40201	41141

LEAD LUNCH AIDES

2009-2010	2010-2011	2011-2012	2012-2013
\$809	\$809	\$809	\$809

E. MISCELLANEOUS SALARY GUIDES

1. The Outreach Coordinator shall be placed on the 12-Month S-4 salary guide.
2. The Technology Mentor shall be placed on the 12-Month S-5 salary guide.
3. The Athletic Trainer shall be placed on the Teacher's Salary Guide.

TELECOMMUNICATIONS SPECIALIST

2009-2010	2010-2011	2011-2012	2012-2013
\$46,970	\$46,970	\$46,970	\$46,970

DATA ENTRY MANAGER

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	60251	65013	66738	68406
2	61982	66013	67738	69431
3	63711	67013	68738	70456
4	65094	68013	69738	71481
5	68027	69013	70738	72506

ASSISTANT NETWORK ENGINEER (Network Assistant Manager)

2009-2010	2010-2011	2011-2012	2012-2013
66,607	68,272	69,979	71,728

PERMANENT SUBSTITUTES

2009-2010	2010-2011	2011-2012	2012-2013
38359	39318	40301	41308

SUBSTITUTE ASSIGNMENT AIDE

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	8075	8277	8381	8591
2	8352	8561	9381	9616
3	9881	10128	10381	10641

XXX DIFFERENTIALS / STIPENDS

A. TEACHER EMPLOYEES

	2009-2013
Unit Leader	\$8,578
Team Leader	\$5,944
Subject Leader	\$3,335
Resource Leader	\$2,233
E.S.L	\$1,693
Saturday Detention	\$131
After School Detention	\$40
Class Coverage	\$40
Tutorial Advisor	\$2,233
Counselors	\$3,173
Teacher in Charge	\$5,442
Bus Duty	\$3,386
Dist. Subj. Leader Art	\$5,619
Dean of Students	\$8,189
Spec. Ed Inter. Spec.	\$4,164
FLES Advisor	\$4,514
Current Lead Teacher (EL)	\$6,409
Current Lead Teacher (MS)	\$6,117
Affirm. Act. Off	\$8,935
Music Coordinator	\$2,760
Cmpt Trainer/Liaison	\$3,975
Dist Soc Work/Prnt Ctr	\$3,975
Asst. to the Principal	\$8,189
*Mileage (*Rates shall be paid according to Article XIII.A.1.)	OMB Rate
Aides Personal Hygiene Stipend	\$941

The Aides' Personal Hygiene Stipend is provided to those instructional aides who are assigned as an Aide for students who require assistance with personal hygiene issues. By way of example, an aide whose students require personal hygiene assistance on a regular basis is eligible for this stipend.

Teachers holding the following Special Education positions as of September 1, 1986 shall continue to receive the stipends listed below. Teachers employed in these positions after September 1, 1986 shall not receive a stipend. Guidance counselors hired after July 1, 1996 shall not receive a stipend.

	2009-2013		
	Step 1	Step 2	Step 3
Speech Corrections	\$1,035	\$1,161	\$1,293
Hearing Educationalist	\$1,035	\$1,161	\$1,293
LDTC	\$1,424	\$1,550	\$1,682
Social Worker	\$1,424	\$1,550	\$1,682
Psychologist	\$1,808	\$1,939	\$1,682

B. SUPPORTIVE EMPLOYEES

	2009-2013
Head Custodian: CHS	\$7,711
Head Custodian: MS	\$4,903
Asst. Head Cust: CHS	\$4,225
Head Custodian: Elem	\$4,680
Head Cust: Adm	\$4,680
Hand Cust: Underhill	\$4,539
Shop Foreman	\$4,903
Operation Engineer	\$491
Blank Seal License	\$491
Skilled Maint. License	\$1,305
A-Team Hourly Rt	\$5.30
Summer Maintenance	\$16.88
Transportation Clerk	\$3,912
Lead Security Officer	\$2,394
High School PR Sec	\$3,261
Boiler Cleaning	\$344
Night Differential	7.2%

C. LONGEVITY

	2009-2013
After 15 Years	\$2,000
After 20 Years	\$2,500
After 25 Years	\$3,030

XXXI EXTRA PAY GUIDES

ATHLETICS: 2009-2013

	Step 1	Step 2	Step 3
Baseball V	\$5,882	\$5,907	\$5,969
Baseball JV	\$4,126	\$4,176	\$4,251
Baseball 9	\$3,310	\$3,349	\$3,411
Basketball BV	\$7,073	\$7,098	\$7,174
Basketball JBV	\$4,991	\$5,028	\$5,104
Basketball GV	\$7,073	\$7,098	\$7,174
Basketball JGV	\$4,991	\$5,028	\$5,104
Basketball B9	\$3,310	\$3,349	\$3,411
Basketball G9	\$3,310	\$3,349	\$3,411
Bowling	\$3,310	\$3,349	\$3,411
Cheerleading	\$3,310	\$3,349	\$3,411
Color Guard	\$3,310	\$3,349	\$3,411
Cross Country BV	\$4,991	\$5,028	\$5,104
Cross Country GV	\$4,991	\$5,028	\$5,104
Fencing per person (2 coaches)	\$4,126	\$4,176	\$4,251
Field Hockey V	\$5,882	\$5,907	\$5,969
Field Hockey JV	\$4,126	\$4,176	\$4,251
Field Hockey 9	\$3,310	\$3,349	\$3,411
Football V	\$8,979	\$9,041	\$9,117
Football JV	\$5,882	\$5,907	\$5,969
Golf	\$4,128	\$4,176	\$4,251
Gymnastics BV	\$4,991	\$5,028	\$5,104
Gymnastics GV	\$4,991	\$5,028	\$5,104
Gymnastics 9	\$3,310	\$3,349	\$3,411
Indoor Track BV	\$4,991	\$5,028	\$5,104
Indoor Track GV	\$4,991	\$5,028	\$5,104
Lacrosse BV	\$5,882	\$5,907	\$5,969
Lacrosse GV	\$5,882	\$5,907	\$5,969
Lacrosse JV	\$4,126	\$4,176	\$4,251
Lacrosse 9	\$3,310	\$3,349	\$3,411
Outdoor Track BV	\$5,882	\$5,907	\$5,969
Outdoor Track GV	\$5,882	\$5,907	\$5,969
Outdoor Track JVB	\$4,126	\$4,176	\$4,251
Outdoor Track JVG	\$4,126	\$4,176	\$4,251
Outdoor Track 9	\$3,310	\$3,349	\$3,411
Soccer BV	\$5,882	\$5,907	\$5,969
Soccer JVB	\$4,126	\$4,176	\$4,251
Soccer GV	\$5,882	\$5,907	\$5,969
Soccer JVG	\$4,126	\$4,176	\$4,251
Soccer 9	\$3,310	\$3,349	\$3,411
Softball V	\$5,882	\$5,907	\$5,969
Softball JV per person (2 coaches)	\$4,126	\$4,176	\$4,251

Swimming BV	\$4,991	\$5,028	\$5,104
Swimming GV	\$4,991	\$5,028	\$5,104
Tennis BV	\$4,991	\$5,028	\$5,104
Tennis GV	\$4,991	\$5,028	\$5,104
Tennis B9	\$3,310	\$3,349	\$3,411
Tennis G9	\$3,310	\$3,349	\$3,411
Volleyball V	\$4,991	\$5,028	\$5,104
Volleyball JV	\$4,126	\$4,176	\$4,251
Wrestling V	\$7,085	\$7,110	\$7,186
Wrestling JV	\$4,991	\$5,028	\$5,104
Wrestling 9	\$3,310	\$3,349	\$3,411

CO-CURRICULAR: 2009-2013

	Step 1	Step 2	Step 3
Academic Challenge Team - HS	\$2,834	\$2,858	\$2,930
Assembly	\$2,734	\$2,760	\$2,834
Astronomy	\$3,223	\$3,248	\$3,323
Athletic Bus	\$5,719	\$5,744	\$5,832
Brass Ensemble - HS	\$3,323	\$3,350	\$3,419
Channel 35	\$6,434	\$6,471	\$6,533
Chess	\$3,223	\$3,248	\$3,323
Choral	\$3,223	\$3,248	\$3,323
GAIA - HS	\$3,223	\$3,248	\$3,323
Cal. Publ	\$3,223	\$3,248	\$3,323
FBLA	\$2,734	\$2,760	\$2,834
Guildscript	\$3,223	\$3,248	\$3,323
Intram F/T	\$4,527	\$4,552	\$4,615
Intram P/T	\$3,085	\$3,110	\$3,198
Jazz Ensemble	\$3,223	\$3,248	\$3,323
Junior States of Amer.	\$2,734	\$2,760	\$2,834
Key Club	\$2,734	\$2,760	\$2,834
Marching Band P/T	\$4,865	\$4,904	\$4,966
M. Assistant	\$2,734	\$2,760	\$2,834
MLKA	\$3,223	\$3,248	\$3,323
Math Comp Lab (qtr)	\$2,245	\$2,258	\$2,282
Math Team	\$3,223	\$3,248	\$3,323
Mock Trial	\$2,734	\$2,760	\$2,834
Music Director	\$6,434	\$6,471	\$6,533
Newspaper	\$6,434	\$6,471	\$6,533
Orchestra	\$3,223	\$3,248	\$3,323
Parnassian	\$4,025	\$4,063	\$4,126
Production - HS	\$4,615	\$4,639	\$4,711
Public Ann.	\$2,734	\$2,760	\$2,834
Quiz Bowl	\$3,223	\$3,248	\$3,323
Set Construction - HS	\$2,734	\$2,760	\$2,834
Gel Palming - HS	\$2,734	\$2,760	\$2,834

Science Team	\$3,223	\$3,248	\$3,323
Stage Crew Dir (all school functions)	\$5,719	\$5,744	\$5,832
Student Activities	\$4,865	\$4,904	\$4,966
Flag - HS	\$3,223	\$3,248	\$3,323
Yearbook	\$6,434	\$6,471	\$6,533
Freshman Class Adv	\$3,223	\$3,248	\$3,323
Sophomore Class Adv	\$4,025	\$4,063	\$4,126
Junior Class Adv	\$4,025	\$4,063	\$4,126
Senior Class Adv	\$4,865	\$4,904	\$4,966
Student Council - HS	\$5,719	\$5,744	\$5,832
Minority Ach Team	\$3,135	\$3,159	\$3,231
NJNER (Montclair State)	\$1,881	\$1,905	\$1,977
RCCP	\$1,881	\$1,905	\$1,977

"Special" Teachers who work additional hours for concerts/art shows/etc. shall be compensated at the teacher coverage rate.

MIDDLE SCHOOL: 2009-2013

	Step 1	Step 2	Step 3
Choral	\$3,223	\$3,248	\$3,323
Musical/Drama	\$6,434	\$6,471	\$6,533
Intram/pp/ps	\$3,085	\$3,110	\$3,198
Orchestra	\$3,223	\$3,248	\$3,323
Production	\$4,865	\$4,904	\$4,966
Scenery Construction	\$2,734	\$2,760	\$2,834
Scenery Design	\$2,734	\$2,760	\$2,834
Coor./Tch-Gifted Club	\$4,865	\$4,904	\$4,966
MLKA	\$2,734	\$2,760	\$2,834
Yearbook	\$2,734	\$2,760	\$2,834

ELEMENTARY SCHOOL: 2009-2013

	Step 1	Step 2	Step 3
Intramural	\$3085	\$3110	\$3198
Safety Patrol	\$3223	\$3248	\$3386
Yearbook	\$1502	\$1529	\$1601

ARTICLE XXXII - NO REPRISALS CLAUSE

There shall be no reprisals of any kind taken by the South Orange - Maplewood Board of Education, its agents or employees or by the South Orange " Maplewood Education Association, its agents or employees, against any teacher or member of SOMEA by reason of participation in or lack of participation in the job actions of September, 1978 and September, 1990 except as follows:

The Board of Education commits itself not to seek any additional penalties against SOMEA or its members other than those already imposed by the court and agrees not to oppose a request by SOMEA to the court to modify the sentence of imprisonment into a community service obligation.

ARTICLE XXXIII - TERMS AND DURATION OF THE AGREEMENT

- A. The execution of this Agreement by the parties hereto shall take place after ratification of the provisions herein by SOMEA, and by the Board at its next regular or special meeting following the ratification by SOMEA.
- B. Provisions of this Agreement shall become effective on July 1, 2009 and continue in force until June 30, 2013. This shall represent two contract periods: 1) a one (1) year contract retroactive from July 1, 2009 through June 30, 2010; and 2) a three (3) year contract from July 1, 2010 through June 30, 2013. The economic provision shall not become enforceable unless and until The Board of School Estimate shall, in its discretion pursuant to law, finally determine the amount of money to be appropriated for the use of the public schools within the district.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized officers of the date and year aforesaid.

FOR THE SOUTH ORANGE-MAPLEWOOD BOARD OF EDUCATION

BOARD PRESIDENT DATE

BUSINESS ADMINISTRATOR DATE

FOR THE SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION

PRESIDENT DATE

NEGOTIATION CHAIRPERSON DATE

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