

AGREEMENT

between the

BOARD OF EDUCATION

of

BOUND BROOK

The County of
SOMERSET, NEW JERSEY

and the

**BOUND BROOK
EDUCATION ASSOCIATION, INC.**

**Length of Contract: Three (3) Years
July 1, 2008 - June 30, 2011**

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Section I

General Provisions: Applies To All Employees in the Negotiating Unit

PREAMBLE

THIS AGREEMENT, entered in this 1st day of July, 2008, by and between the Bound Brook Board of Education, the Borough of Bound Brook, New Jersey, hereinafter called the "Board", and the Bound Brook Education Association, Incorporated, hereinafter called the "Association".

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties, for themselves, their successors and assigns, agree as follows:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive representative for collective negotiations as required by Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.) and as amended by Chapter 123, P.L. 1974 for all teaching staff members who are under contract in positions requiring certification, or employees who are members of the support staff who are scheduled to work twenty (20) or more hours per week.

(1) Including:

- Nurses
- Librarians
- Guidance Counselors
- Psychologists
- Social Workers
- Learning Disability Specialists
- Speech Therapists
- Department Head Teachers
- Custodians
- Instructional Aides or Paraprofessionals
- Secretaries and Clerks
- Elementary School Specialists - (Art, Music, Physical Education & World Languages)
- Supplemental Teachers
- Supplemental/ESL Teachers
- Reading Specialists
- Physical Education Teachers
- Resource Room Teachers
- Communications Room Teachers
- Media Specialists
- Attendance Officer
- Adult High School Teachers (10 mo.)
- Athletic Trainer
- Parent Liaison Registrar
- Tuancy Officer

(2) But excluding:

- Substitute Teachers
- Evening School Teachers
- Summer School Teachers
- All Full-time Supervisors and Administrators
- Vice Principals/Assistant Principals
- Principals
- All Cafeteria Employees
- School Business Administrator
- Director of Pupil Personnel Services
- Director of State & Federal Programs

Director of Curriculum and Instruction
Director of Special Services
Athletic Director
Supervisor of Maintenance
Confidential Secretaries to the Superintendent (2)
Support staff for School Business Administrator (4)
Superintendent
Van/Bus Drivers
Aides (lunchroom, playground, hall duty, nurses, etc.)
All other school employees not specifically included in A.(1) above.

B. The term "employee," unless otherwise indicated, shall refer to all employees represented by the Association except where such employees are specifically excluded from a part of this Agreement.

ARTICLE 2

BOARD AND ASSOCIATION NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations for a successor Agreement as per N.J.S.A. 34:13A-1 et seq. Prior to such negotiations, the Board may require proofs that the Association remains the duly selected bargaining agent for the employees described in Article 1, A.(1), hereof.

B. Any Agreement so negotiated shall apply to all employees in the defined negotiating unit and be signed by the Association and the Board and be subject to ratification and adoption by the Board and ratification by the Association.

C. The parties mutually pledge that their representatives shall be clothed with the necessary authority to conduct meaningful negotiations.

D. For the duration of this Agreement, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association, and the Association assures the Board that its authority as bargaining agent will endure for the lifetime of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement.

ARTICLE 3

ASSOCIATION & EMPLOYER RIGHTS

- A. Pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.) and as amended by Chapter 123, P.L. 1974, and Article 1.A. of this Agreement, the Board agrees that every employee of the Board shall have the right freely to organize, join and support the Association.
- B. The Association agrees to take whatever action it deems appropriate to insure that its members will abide by the terms of this Agreement.
- C. Use of Buildings
The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon permission first obtained from the school building principal, which permission shall not be unreasonably withheld. If such meeting requires additional custodial services, such costs will be paid by the Association if charged by the Board.
- D. Right to Notice and Representation Before the Superintendent or Principal
Teachers will meet and consult with supervisors and administrators upon request. However, whenever a teaching staff member is required to appear before the school building principal or Superintendent concerning a serious matter which may affect his/her employment status or rate of compensation, the principal or Superintendent will notify the teacher in writing forty-eight (48) hours prior to the meeting that such a meeting could affect his/her employment. The teacher has a right to have representation not to exceed three individuals during the meeting with only one individual designated as spokesperson for the Association. These 48 hours shall not include weekends or holidays.
- E. Right to Notice and Representation Before the Board
Whenever any employee is required to appear before the Board of Education, any committee, or member thereof concerning any matter which could affect the individual's employment status, then the employee shall be given notice in writing forty-eight (48) hours prior to the meeting of the reasons for such meeting, and shall be entitled to have up to three persons of the employee's own choosing present to advise the employee during such a meeting. However, only one person shall be designated as the spokesperson for the Association. These 48 hours shall not include weekends or holidays.
- F. Negotiations and grievances will normally occur outside work hours, however, whenever any Association representative participates with representatives of the Board in negotiations during work hours, such individual shall suffer no loss in pay and no employee who is involved in grievance proceedings during such time as the Board or any of its representatives is a party shall suffer a loss in pay.
- G. The Board agrees that any such time as it may consider employing substantial instructional services from commercial or industrial sources outside the employees of the District, it will give sixty (60) calendar days notice, when practicable, to the Association of such consideration or decision. This stipulation shall in no way be deemed to impair or otherwise limit the rights of the Board to act in this area. Board action hereunder shall not be grievable under Article 4.
- H. No employee of the Board shall be disciplined, reduced in compensation, given an adverse evaluation of his/her services, or discharged without just or good cause. "Just" or "Good Cause" must show reason, good faith, reasonable grounds, and paper trail/evidence; in other words, "Just" or "Good Cause" cannot be arbitrary or capricious.
- I. No employee will be disciplined in front of peers, students or parents. Any form of discipline will take place in a private setting with only the administrator and the employee who may have his/her representative present.

ARTICLE 4

GRIEVANCE & ARBITRATION PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee(s) or the Association that there has been a personal loss or injury because of a violation or misrepresentation or inequitable application of Board policy, this Agreement or an administrative decision affecting such employee(s). The term "grievance" shall not apply to any matter or with respect to:

- (1) any by-law of the Board of Education which concerns the organization and structure of the Board, which does not concern conditions of employment;
- (2) a complaint of a non-tenured employee which arises by reasons of that employee's not being re-employed;
- (3) the transfer, assignment or reassignment of any non-tenured employee, or the initial appointment of any certificated employee to a position for which tenure is not possible or required; or the appointment, transfer, assignment or reassignment of any tenured employee not involving a loss of salary or other benefit of employment;
- (4) any matter arising out of or in connection with Board action under Article 3, G. hereof;
- (5) any other matter made specifically non-grievable herein.

B.

Grievance Procedure

The following procedures shall be adhered to in processing a grievance:

- (1) A grievance to be considered under this procedure must be initiated by the employee or by the Association within twenty (20) school days of the date of its occurrence, or the time the employee or the Association should reasonably have known of its occurrence.
- (2) Any employee who has a grievance shall first discuss it with his/her immediate superior or principal in any attempt to resolve the matter informally at that level.
- (3) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within seven (7) school days, he/she shall set forth the grievance in writing to his/her immediate superior or principal specifying:
 - (a) the nature of the grievance and date of occurrence.
 - (b) the specific contractual or other basis for the grievance.
 - (c) the relief sought.

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C.

Arbitration

- (4) Said Administrator shall communicate his/her decision to the employee in writing within seven (7) school days of receipt of the written grievance.
- (5) The employee, or the Association, not later than seven (7) school days after receipt of the decision mentioned in B(4) above, may appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter and stating the employee's dissatisfaction with that decision. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty (20) school days. The Superintendent shall communicate his decision in writing to the employee and to the respective administrator.
- (6) The employee, or the Association, not later than seven (7) school days after receipt of the decision mentioned in B(5) above, may appeal the same to the Board of Education. The appeal to the Board must be made in writing reciting the matter and stating the employee's dissatisfaction with that decision. The Board shall respond in writing to the grievant within thirty (30) school days.

Any grievance concerning the administration and/or interpretation of this Agreement shall be subject to arbitration in accordance with the following procedure:

- 1) Written notice of the submission to arbitration may be given by either party of this agreement not later than ten (10) school days after the receipt of the final decision of the Board of Education.
- 2) Forms for submission of a grievance shall be prepared by the Superintendent and distributed to the various schools so as to facilitate the operation of the arbitration portion of the grievance procedure. Such a form shall contain the following, among other, necessary information:
 - (a) Name of Grievant
 - (b) Assignment
 - (c) Date and place of the incident, occurrence, circumstances given rise to grievance
 - (d) Nature of grievance
 - (e) Nature and extent of the injury, harm, loss or inconvenience claimed
 - (f) Grievant's dissatisfaction with the decision(s) of the administrator/Board and the basis why the same should not be overruled
 - (g) Signed certification that all the above are true
- 3) The only grievances which may be arbitrated are those based on an allegation that there has been a violation of the terms of this Agreement.

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D. Arbitrability

1) If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. If the arbitrator rules the matter arbitrable, he/she shall then proceed to hear the dispute on its merits. If either party is unprepared to proceed, and requests a delay, the arbitrator shall accede to such request and shall promptly schedule a second meeting to hear the dispute on its merits.

2) Nothing in D(1) above shall, however, prevent the Board from appealing the decision of the arbitrator concerning the question of arbitrability to a court of competent jurisdiction, and the Board reserves all of its legal, equitable, or administrative remedies to have the question of arbitrability finally decided in such other forum.

E. Matters Deemed Nonarbitrable

The following matters will be deemed nonarbitrable if the grievance pertains to:

- (1) A matter not specifically covered by a provision of this Agreement.
- (2) A matter for which detailed method of review is prescribed by law.
- (3) Any by-law of the Board pertaining to its internal operation, which does not concern conditions of employment.
- (4) Any matter which according to law is beyond the scope of Board authority.
- (5) Any other matter specifically made nonarbitrable herein.

F. Procedure to Select Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
- (3) If the parties are unable to determine within fourteen (14) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

G. Decision of Arbitrator

The arbitrator shall be limited to the issues submitted to said arbitrator and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. Only the Board and the aggrieved party and the aggrieved party's representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

H. Costs of Arbitrator

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

I. Matters Affecting Grievance Procedures Generally:

Grievance matters are subject to the following:

- (1) In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him or her at any level.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (3) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (4) All days set forth in the grievance procedure shall be school days. A school day shall be defined as any day that the certificated staff are required to be in attendance.
- (5) All documents, communications, and records dealing with the grievance shall be kept in a file separate from the personnel file.
- (6) All grievance matters shall be confidential.

ARTICLE 5

DEDUCTION FROM SALARY

- A. The Board agrees to deduct dues from the salaries of its employees for the Bound Brook Education Association, the Somerset County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:4-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the set form.
- B. Each of the Associations named above shall certify to the School Business Administrator in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the School Business Administrator written notice on or before August 1st, unless prohibited by circumstances outside the control of the Association prior to the effective date of such change.
- C. Additional authorizations or dues deductions may be received after August 1st under rules established by the State Department of Education.
- D. Request for termination of dues deduction for membership in the Association shall take place twice annually; either January 1 or July 1, whichever occurs first after the request for termination of membership.

ARTICLE 6

EMPLOYEE LEAVE FOR PERSONAL ILLNESS OR DISABILITY

- A. Sick Leave Defined

Sick leave is defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.
- B. Sick Leave Allowable
 - (1)
 - (a) In accordance with N.J.S.A. 18A:30-2, employees will be permitted ten (10) days of paid sick leave in any school year. Employees who work less than five (5) days each week shall receive paid sick leave days on a prorated basis.
 - (b) Bargaining unit members employed after the beginning of the school year shall at the time of employment be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.
 - (2) Employees who work an 11-month year shall be granted eleven (11) days paid sick leave and employees who work a 12-month year shall be granted twelve (12) days paid sick leave.
 - (3) The Superintendent of Schools will require for all leaves of absence for personal illness or disability a statement covering the cause of the illness and the dates of the absence to be signed by the employee and certified to by the building principal.
 - (4) As provided in N.J.S.A. 18A:30-4, the Board of Education retains the authority for the Board and/or the Superintendent to require a physician's certificate for any length of absence due to illness or disability. However, during this contract term the district will not require a doctor's certificate of four (4) days or less, except when the employee has been advised in advance that such a requirement will be imposed in connection with future absences. Physician's certificates will be required in the event that employee absences exceed 20% of any individual school.
 - (5) Absences of five (5) days or more for personal illness or disability must be certified by a licensed physician. This statement from the physician shall be sent to the School Business Administrator with the first payroll report on or after the fifth day of continual illness. The Superintendent of Schools may require the employee to submit additional certification from the attending physician or may require an examination or examinations by the school physician. The Board shall reimburse the employee for any additional costs incurred by the employee when or if he or she uses the

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

Board's physician. If said request for additional certification or examination requires an employee to take another day's leave, said day will not be charged to the employee.

(6) **18A:30-6 - Prolonged Absence Beyond Sick Leave Period**

When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

(7) By September 30 of each year, each individual staff member will be given a written account of all his/her accumulated sick leave as of June 30 of the previous school year.

C. **Workers Compensation Rights**

The Board shall adhere to the statement of workmen's compensation rights of employees as set forth in N.J.S.A. 18A:30-2.1. This paragraph is inserted for informational purposes only. This paragraph is not to be deemed a term or condition of employment of this Agreement and is not subject to grievance or arbitration.

A. **Definition**

(1) This Article shall cover brief absences not chargeable to sick leave or for reasons directly beneficial to the school system. The provisions stated below for leave up to a maximum of ten (10) days at full pay shall be for one year, and no unused days shall be cumulative for use in another year.

(2) Temporary leaves of absence will be granted on the basis of the schedule set forth in B, C, D, and E, below when applied for through a signed statement by the employee setting forth the pertinent facts related to the reason for which the leave is requested and the number of days used. When this statement has been certified by the school principal, a copy will be forwarded with the next payroll report to the Superintendent for final approval.

B. **Bereavement Leave:**

(1) Up to five (5) days leave shall be granted where death occurs in the immediate family of the employee herein defined to be his or her father, mother, spouse, child, brother, sister, or any person making his or her home with such employee to such a degree as to cause such person to be regarded as a member of the immediate family.

(2) Up to three (3) days leave shall be granted where death occurs to the employee's mother-in-law, father-in-law, or grandparents, provided such decedent is not a member of the immediate family as defined in Bereavement Leave B.(1) above.

(3) Up to one (1) day leave shall be granted where death occurs to any other relative or close friend of the employee.

C. **Serious Illness Leave:**

Up to three (3) days leave shall be granted for a serious illness in the immediate family of the employee. The "immediate family" is defined in B.(1) above.

D. **Other Specified Emergencies of a Personal Nature**

(1) Temporary leave of absence within the ten (10) days' maximum allowed annually may be granted by the Superintendent for any reasons below, provided that the employee makes application at least one week previous to the date of absence.

(a) Court attendance compelled by subpoena involving any legal proceeding with the employee's employment with the school system with the exception of instances where the subpoenaed person would act for the Association against the Board - up to three (3) days.

(b) Marriage of employee - up to two (2) days.

E. Other Unspecified Emergencies of a Personal Nature Which Cannot be Handled Outside of School Hours

(1) Each employee may take up to two personal days per contract year without having to state the reason for the personal day(s) within the ten (10) days maximum leave allowed under D. above. The employee is expected to apply for the day(s) five workdays prior to the absence(s).

(a) Any employee who does not use any of the two (2) personal leave days in a contract year will have one sick leave day added to his/her accumulated sick leave days.

(2) Where an employee can substantiate a sudden emergency, that employee may, under this provision, notify the Superintendent of his/her leave within twenty-four hours previous or subsequent to the date upon which that leave was taken.

(3) Leave under Section E. will not be granted for any day or days:

(a) immediately preceding or following a holiday;

(b) which occur during the first or last five (5) working days of the school year;

(c) which is designated as an in-service education day;

(d) when five (5) or more teachers have taken a personal day on the date(s) request (applicable to teachers only);

(e) when four (4) or more secretaries have taken a personal day on the date(s) request (applicable to secretaries only);

(f) when two (2) or more custodian(s) have taken a personal day on the date(s) request (applicable to custodians only);

(g) when two (2) or more aide(s) have taken a personal day on the date(s) requested (applicable to aides only).

(4) Notwithstanding the aforesaid limitations, the Superintendent may nonetheless grant such a temporary leave of absence for a personal day or days if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the nature of the emergency justifies the grant.

F. Other Temporary Leaves - Superintendent's Discretion

The Superintendent may grant other temporary leaves of absence if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the leave is justified.

G. Other Temporary Leaves

Other temporary leaves of absence for which an employee desires consideration may be referred to the Board of Education by submission of a statement providing all of the particulars of the case to the Superintendent.

H. Military Reserve Obligation

In accordance with RS 38:23-1, an employee who is a member of the organized reserve of the U.S. Army, U.S. Naval Reserve, U.S. Air Force Reserve, or U.S. Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from the employee's respective duty without loss of pay or time on all days on which the employee shall be engaged in field training.

ARTICLE 8

EXTENDED LEAVES OF ABSENCE TO ALL PERSONNEL

A. Military Leave

- (1) In accordance with State Department of Education regulations, in time of war or emergency, military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- (2) Upon return from leave granted pursuant to A(1) above, each twelve (12) months or major fraction thereof of honorably discharged military service in the Armed Forces of the United States shall be calculated as a year of teaching experience on the salary schedule, with a total of four years' military service as the maximum, to be granted.
- (3) Under A(1) above, all benefits to which an employee was entitled at the time that employee's extended leave of absence commenced including unused accumulated sick leave, shall be restored to the employee upon the employee's return, and said employee shall be assigned within the scope of the employee's certification (if applicable), and as close to the employee's previous position as possible.

B. Disability Leave

(1) Anticipated Disability Leave

- (a) Any employee who anticipates the need to request a disability leave of absence shall notify the Superintendent as soon as the condition which may result in disability is known. Any pregnant employee shall notify the Superintendent of Schools, through her principal, of her pregnancy not later than the fifth month of such pregnancy.
- (b) The Board shall have the right at any time prior to the time of the expected commencement date of disability to require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician. Similarly, the Board may require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician prior to any return to employment.
- (c) In all cases where there is a dispute or difference of opinion between the employee's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he will be selected by the County Superintendent of Schools.

(d) In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his or her duties where the health of said employee has substantially declined from that period prior to the time when notification was given of the state of anticipated disability. The employee requesting a leave under the provisions of B(1)(a) above shall specify in writing the date on which he or she anticipates commencement of said leave and the date on which he or she anticipates to return to employment.

(e) The Board may require an employee requesting leave under B(1)(a) above to produce a statement from his or her physician stating that the employee is or will be disabled pursuant to B(1)(a) above including anticipated commencement and termination dates for said disability. In the event of a disagreement by the medical examiner of the Board of Education, the provisions of B(1)(c) above shall be followed.

(f) If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30, or for a shorter period as determined by a medical examiner.

(g) The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to B(1)(e).

(h) During the period of actual disability, an employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.

(i) Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the 9th month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date first occurs).

(j) If an employee files a certificate from her physician that she is disabled beyond the times stated in B(1)(h) above as consequence of an abnormal pregnancy or birth, she shall be paid sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of B(1)(c) above.

(k) The provisions of B(1)(a) et seq. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained.

ARTICLE 9

CHILD-CARE LEAVE

A. Definition and Scope

When an employee desires unpaid leave in connection with child care and such leave is not paid sick leave as heretofore defined in this Agreement, such unpaid leave will be governed by the provisions in this Article.

B. Applications for child-care leave shall be made by the employee to the Superintendent at least three (3) months prior to the anticipated leave.

C. Applications shall be made on forms provided by the Board and shall indicate the commencement and termination dates of said leave within the limits of D. and E. below.

D. Child-care leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one additional school year. The tenured employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.

E. An employee who is on child-care leave under the provisions of D. above may apply for an additional full school year of such leave. Application shall be made on the child-care leave form provided by the Board and shall be received by the Superintendent no later than April 1st prior to the termination of the leave granted under D. above.

F. Any employee adopting a child shall be granted a child-care leave in conformity with the provisions of B., C., and D. above which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-care leave may be made under the provisions of E. above.

G. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of Article 8, B(1)(b).

H. Upon return from a child-care leave all benefits to which the employee was entitled at the time of the commencement of the leave, including unused accumulated sick leave, shall be restored.

(l) Employees who desire to return to work earlier than the anticipated return date provided under this Article shall provide the Board with at least four (4) weeks notice.

(m) Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.

(n) Whenever a person is hired to fill in for an employee on disability or maternity leave, said person will be informed that the position is for a disability or maternity leave, and said information will be clearly stated in the individual's personal contract.

C. Teachers who retire for service or disability under the rules of T.P.A.F. and who have completed a minimum of ten years of service in Bound Brook, will be paid for all accumulated sick leave days, after the first fifty (50), which shall be deductible, at the rate of \$87.73 in 2008/09, \$91.33 in 2009/10 and \$95.26 in 2010/11 per day. Other employees who retire for service or disability under the rules of T.P.A.F. or P.E.R.S., and who have completed a minimum of ten years of service in Bound Brook, will be paid for all accumulated sick leave days, after the first fifty (50), which shall be deductible, at the rate of \$70.19 in 2008/09, \$73.07 in 2009/10 and \$76.21 in 2010/11 per day. Employees must provide notice by December 15th of their intent to retire. If this requirement is missed, payments may be postponed to the following year. Upon retirement, the employee may choose to receive their sick leave payment distributed for up to two years from retirement date.

ARTICLE 10

HEALTH INSURANCE

- A. The Board agrees to provide during the term of this Agreement and to make available to each eligible employee, the employee's spouse and unmarried dependent children, the program of hospital, medical, and surgical insurance as provided by the Public and School Employees' Health Benefit Act of the State of New Jersey, Policy No. 92,000 or its substantive equivalent
- B. The Board agrees to pay the full premium for eligible employees working half time or more for full individual health insurance coverage as described above. The Board agrees to pay the cost of the premium for eligible employees' dependents (spouse and unmarried dependent children) for the duration of this Agreement.
- C. The Board will continue to pay the premiums for a family dental plan to maintain the same level of coverage as was in effect on June 30, 2002.
- D. In making group health insurance available to employees, the Board reserves full authority to designate or change insurance carriers or policies during the term of this Agreement so long as substantively equivalent coverage is maintained.

ARTICLE 11

POSTING

The Board will post in all school buildings a list of all unit vacancies and promotional and work opportunities. These postings will include vacancies and opportunities for all employees. All made pending final appointment.

Whenever the Board creates a new position for which a stipend must be negotiated, the stipend must be agreed upon before the position can be posted, advertised or appointed and before any work can begin. All such postings must include the negotiated salary or salary range.

SECTION II
ARTICLE 12

TEACHING HOURS AND TEACHING LOAD

A. Workday

- (1) Length of the regular workday for elementary school teachers (pre-K through 5) will be 7 hours and 15 minutes, including a 45-minute (or whatever number of minutes constitutes the then current length of an elementary student lunch period) duty-free lunch period. The length of the regular workday for middle school teachers (6 through 8) and high school teachers (9 through 12) will be 7 hours and 25 minutes, including the lunch period. On Fridays, and days immediately preceding non-instructional days, the teachers' workday will normally cease at the end of the students' day.
- (2) Building based teachers shall not be required to remain in the building after the regular school workday as herein after defined for attendance at more than two professional or staff meetings per month. One such meeting can be used to discuss and review (but not write or author) programmatic and curricular content, materials, and documentation. Said meetings shall last no more than one hour after dismissal time.
- (3) Notwithstanding the limitations above mentioned, teachers shall be required to remain after the regular workday or to return to the building where such assignments involve traditionally assigned duties in the district such as club sponsorship, or supervision of dances.
- (4) Teachers will be required to attend one "Back-to-School" night. Back-to-School night is expected to be scheduled in September or early October and is defined as being the evening at which staff is introduced to the parents and is available to answer general questions the parents may have about their particular class(es). Teachers will also be available for two evening conferences, one to be scheduled during the fall conference period, the other to be scheduled in the spring. The attendance for the two evening conferences will not exceed two hours per evening and will end by 9:30 p.m. The building principal and his/her participating staff will agree upon the beginning and ending times of the two evening meetings. No teacher will be expected to work in a building without an administrator in attendance. On all three days when staff is expected to return for the evening duty, teachers will be dismissed two (2) hours earlier than their normal dismissal time based upon the respective length of the regular workday as defined in Section II, Article 12, A.(1) above. Teachers who teach zero period will be dismissed two (2) hours earlier than their normal dismissal. Teachers may be expected to attend additional evening functions and both the Board and the Association strongly encourage teacher attendance at P.T.O. functions and meetings.

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B. Work Load

- (5) In addition to the above, teachers will be required to give the necessary time as individuals or members of committees to take part in the periodic evaluation by the State Department and the Middle States Association of Secondary Schools and Colleges.
- (6) No staff/department meetings shall be scheduled for after school on days immediately preceding non-instructional days.
- (1) High School teachers (grades 9 through 12)
 - (a) Teachers shall be assigned either five (5) classes and no duties or four (4) classes and one (1) duty per day.
 - (b) Teachers shall be guaranteed a minimum of two duty-free prep periods per day during the students' instructional time.
 - (c) Teachers shall be guaranteed a duty-free lunch period equal to the student period or twenty-five minutes, whichever is greater.
 - (d) The Board recognizes that in grades 9 through 12, the number of preparations taught affects the teacher's workload, therefore, district school administrators shall assign at most four (4) different preparations to an individual teacher during each marking period. Any teacher who has more than four (4) preparations will be paid \$2000 per annum (pro rated for assignments of less than one academic year) for each preparation over four (4), unless the additional preparation leads to the teaching of a sixth class, in such a case contract language, Article 13.C.7, for that 6th class prevails. Any self-contained special education teacher who has more than four (4) preparations will be paid \$2000 for a 5th preparation but no additional monies will be paid for a 6th preparation.
 - (e) A "preparation" shall be deemed to mean such preparation as may be required for different courses within the same subject field (i.e., Algebra I and Algebra II) or where different textbooks are used with the same subject field for different classes, or where there is a substantial difference in approach to the same subject required because of substantial differences among individual group abilities within the field. A "preparation" shall not arise simply or only because different lesson plans may be necessary. If there is a question as to whether there are more preparations than allowed in Article 12 B.1.d above, the affected teacher will have a meeting with the supervisor or administrator to discuss the situation. The member will be allowed to have representation (member choice) from an experienced teacher(s), at said meeting to assist with any issues.
- (f) Best efforts will be made to assign no more than (3) three straight assignments, but no teacher will be assigned more than four (4) straight assignments.

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(g) Additional class coverages will not be assigned if it will result in more than four straight assignments.

(2) Middle School (grades 6 through 8)

(a) Teachers shall be guaranteed a minimum of eighty (80) minutes of prep time per day during the students' instructional day. Each prep shall be no less than forty (40) continuous minutes.

(b) Teachers shall be guaranteed a duty-free lunch period equal to the student lunch period or twenty-five minutes whichever is greater.

(c) Best efforts will be made to assign no more than one hundred and eighty (180) straight minutes without a prep or lunch. However, no teacher will be assigned more than two hundred and ten (210) straight minutes without a prep or lunch.

C. Notification of Assignment

(1) Teachers shall receive a written notice of their tentative class and subject assignment for the following year by June 1st, whenever feasible, subject to administrative change in the event of material change in circumstances or emergencies.

(2) Any administrative changes in grade, subject or building assignment of teachers will be preceded by a conference to be held not later than June 1st between the individual teacher(s) affected and the building principal, except that such conferences may be held later than June 1st if occasioned by emergency or substantial change in circumstances.

D. Preparation Periods

The Board and the Association agree that a teacher shall have preparation periods during the school day which can be used for the mutual benefit of the teacher and the student.

(1) High School (9-12)

(a) Teachers shall be guaranteed a minimum of two duty-free prep periods per day during the students' instructional time. Both parties recognize and encourage that part of this time shall be utilized for teacher-student conferences. And during one of these periods, qualified teachers may be called upon for supervision of assembly periods and for emergency duty which shall include those times when students require supervision because of an authorized or permitted absence of their teacher and there are no qualified teachers who are available for such coverage on a voluntary

basis. Such qualified teachers shall be selected on an equitable basis to assure an equitable distribution of such assignments.

(b) Under the provisions of D.(1)(a) above, where a teacher, under the direction of the principal or designee, loses a duty-free preparation period in order to cover a class period, or attend a code required special education meeting, the teacher shall be reimbursed for each such period from the first such period in each school year by \$46.79 in 2008/09, \$48.71 in 2009/10 and \$50.80 in 2010/11 per coverage.

(c) Teachers in grades 9-12 who have to work with an aide, e.g. and aide for bilingual or ESL instruction, and who have to prepare material, plans, etc. for said aide shall have no more than four (4) class periods per day.

(2) Middle School (6-8)

(a) Teachers shall be guaranteed a minimum of eighty (80) minutes of prep time per day during the students' instructional time. Each prep shall be no less than forty (40) continuous minutes. Both parties recognize and encourage that part of this time shall be utilized for teacher-student conferences. And during one of these periods, qualified teachers may be called upon for supervision of assembly periods and for emergency duty which shall include those times when students require supervision because of an authorized or permitted absence of their teacher and there are no qualified teachers who are available for such coverage on a voluntary basis. Such qualified teachers shall be selected on an equitable basis to assure an equitable distribution of such assignments.

(b) Under the provisions of D.(2)(a) above, where a teacher, under the direction of the principal or designee, loses a duty-free preparation period in order to cover a class period, or attend a code required special education meeting, the teacher shall be reimbursed for each such period from the first such period in each school year by \$46.79 in 2008/09, \$48.71 in 2009/10 and \$50.80 in 2010/11 per coverage.

(c) Teachers in grades 6-8 who have to work with an aide, e.g. and aide for bilingual or ESL instruction, and who have to prepare material, plans, etc. for said aide shall have no more than two and one half blocks per day.

(3) Elementary Schools (PreK - 5)

(a) The Board will provide a minimum of two hundred and ten (210) minutes of preparation time per week and make an effort to provide two hundred and forty (240) minutes or more of preparation time per week in the elementary grades. Each teacher is guaranteed at least one full elementary-length preparation period, but no less than thirty (30) continuous minutes, per day. Additional minutes above two hundred and ten (210), if provided, cannot be claimed for missed prep time as provided in other contract language. Additionally, any non-assigned time above

two hundred and forty (240) minutes can be used for assigned duties without compensation. This program will be implemented by relieving teachers of classroom responsibilities during some of the specialist-taught classes of art, music, physical education, and like subjects. Principals shall be encouraged to work toward this goal when scheduling specialists to assure uniform preparation time among teachers. The Board and Association agree that teachers may be used during these periods in case of emergency. The district will solicit (voluntary) input from staff members in creating the elementary schedule. This process is advisory in nature and the administration has final say in the actual schedules.

(1) When an elementary classroom teacher is assigned to teach his/her own or another teacher's class during a scheduled art, music, or physical education period, and like subjects or attend a code required special education meeting, he/she will be compensated for each such coverage from the first such period in any school year at the rate of \$46.79 in 2008/09, \$48.71 in 2009/10 and \$50.80 in 2010/11 per coverage.

(b) The Board shall provide one hundred and fifteen (115) minutes of preparation time per week for each regular full time pre-kindergarten teacher. This program will be implemented by relieving teachers of classroom responsibilities during some of the specialist-taught classes of art, music, physical education, and like subjects. Principals shall be encouraged to work toward this goal when scheduling specialists to assure uniform preparation time among teachers. The Board and Association agree that teachers may be used during these periods in case of emergency. Additionally, there is approximately seventy (70) minutes per day between the morning and afternoon pre-kindergarten sessions. Each regular full time pre-kindergarten teacher shall have that period of time each day not utilized as a duty-free lunch period as preparation time. However, this preparation time shall be utilized in part for the dismissal of departing morning students and the receiving of arriving afternoon students. Any full-time, full-day pre-kindergarten teacher will have the same preparation language as the elementary teachers in Article 12.D.3.a above. This section excludes any two-session pre-kindergarten teacher whose prep time is covered above.

(1) When a kindergarten and pre-kindergarten teacher is assigned to teach his/her own or another teacher's class during a scheduled art, music, or physical education period, and like subjects or attend a code required special education meeting, he/she will be compensated for each such coverage from the first such period in any school year at the rate of \$46.79 in 2008/09, \$48.71 in 2009/10 and \$50.80 in 2010/11 per coverage.

(4) The Board shall provide specialists teachers (vocal music, instrumental music, art and physical education, and like subjects) five (5) minutes of set-up and/or breakdown time for every class during the school day. This time is not counted toward prep, lunch, travel, or any other time other than set-up or breakdown.

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(5) Certificated staff/pupil contact time at all elementary levels shall begin 20 minutes after the official reporting time of the certificated staff. No certificated staff shall be required to report prior to 8:00 A.M. The 20 minute time period in the morning shall be guaranteed prep time and is in addition to the 210 (K-5) and the 115 (pre-K) guaranteed prep time stipulated in D.(2) and D.(4) above. The additional forty-five minute time period at the end of the school day shall not be used for additional assignments or duties. Staff may, however, choose to use this time for extra student help. It is also understood that when a regular classroom teacher relinquishes his/her class to a certificated special, his/her attendance is no longer required for supervision, and this time shall be used for preparation. Whenever the elementary staff is required to remain for meetings following student dismissal, said meetings are expected to start within approximately ten minutes of the student dismissal and will not exceed 60 minutes.

(6) On the last three days of the school year during which student contact is required, elementary teachers, grades pre-k through five, will have student contact for half of the day. The remainder of each day will be used to perform end-of-the-year tasks such as classroom clean-up and will include a one and one-half hour lunch period, which may be spent off school grounds.

(7) Teachers shall be guaranteed a forty-five (45) minute duty-free lunch period or whatever number of minutes constitutes the then current length of a full elementary student lunch period.

(8) When a teacher is assigned to duties in more than one school building on the same day, fifteen minutes of travel time, exclusive of preparation time, will be provided for each move.

(9) The President of the BBEA will have no more than four (4) assignments of any kind per day if he/she is employed in the High School. If the President is employed in the Middle School, he/she shall have no more than two and one-half (2 1/2) blocks of assignments. If the President is an elementary school employee, he/she shall have an additional forty (40) continuous minutes of release time from teaching duties each and every day. If any such release time is missed then the President shall be compensated \$50.62 in 2008/09, \$52.70 in 2009/10 and \$54.96 in 2010/11 per missed prep.

E. Leaving Building

No permission shall be required for teachers to leave the building during lunch hour but teachers shall "sign out" before they leave and "sign-in" upon return. This permission may be revoked where an emergency situation requires that a teacher remain.

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ARTICLE 13

TEACHERS' SALARIES

- A.
- (1) The Teacher's Salary Guide has been prepared in order to enable the Board of Education to secure and retain the services of teachers who are competent and well-prepared and to encourage teachers in service to continue to work for professional improvement. School nurse(s), social worker(s), athletic trainer(s) and adult high school teachers are on the teacher salary guide. The adult high school teacher will now be a ten month employee on the teachers' salary guide with no loss of pay. Said person shall agree, however, to check the answering machine once in July and once in August.
 - (2) A teacher entering the employ of the school district shall begin at such step of the salary column that applies to that teacher as the Board, upon the recommendation of the Superintendent of Schools, shall approve in accordance with the contract provisions. It is understood that prior teaching experience, related additional experience, or military service credit shall be negotiated individually with new employees. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur. Further, such progress shall occur annually unless an increment is withheld for just cause. With compression of the 1985-1986 and 2002-2003 and 2003-2004 salary guide, teachers did not progress a step on the guide during that school year. Actual movement on the salary guide, during the three year agreement effective July 1, 2002 through June 30, 2005 is detailed in the Movement on Certified Guides Table located in Appendix A: Teacher Salary Guide. Teachers being considered for employment shall be appraised in writing of the provisions of this paragraph at the time prior service credit is agreed upon, and shall indicate in writing their agreement to the prior service credit and their understanding of the terms of this paragraph.
 - (3) Each twelve (12) months or major fraction thereof of honorably discharged military service in the Armed Forces of the United States shall be calculated as a year of teaching experience, with four (4) years' military service as a maximum that may be granted subject to the provisions of 13.A.(2) above.
- B.
- Evaluation of College Preparation
- (1) College preparation shall be evaluated according to the following:
 - (a) Four Years - Bachelor's Degree from an accredited college and a N.J. Teaching Certificate.
 - (b) Five Years - Thirty (30) semester hours beyond the Bachelor's Degree in an approved program in an accredited college or university and a N.J. Teaching Certificate.

- C.
- Miscellaneous
- (1) All increments and adjustments to this guide shall at all times be subject to approval by the Board of Education after it has considered the recommendations of the Superintendent of Schools and the administrative staff.
 - (2) After three (3) years of service in Bound Brook Public Schools, teachers who do not hold appropriate certificates shall not be eligible for an increase in salary unless specifically approved by the Board of Education.
 - (3) Department Head Teachers may, with prior approval of the principal, work two (2) days prior to the opening of school to carry out necessary duties. An additional day for Head Teachers and one day for Nurses shall be permitted if the district determines that such day(s) is (are) necessary. Payment for all days shall be \$187.18 for 2008/09, \$194.85 for 2009/10 and \$203.23 for 2010/11.
- (c) Master's Degree - Master's Degree from an accredited college and a N.J. Teaching Certificate.
 - (d) Six Years - Thirty (30) semester hours beyond the Master's Degree in an approved graduate program in an accredited college or university and a N.J. Teaching Certificate.
 - (e) Seven Years - Doctor's Degree (Ph.D. or Ed.D.) in an approved college or university and a N.J. Teaching Certificate.
- (2) Not more than nine (9) semester points, or (3) courses, whichever is greater, approved by the Superintendent of Schools and earned in an accredited teachers' college or colleges and university or in courses conducted by the New Jersey Department of Education may be applied toward advancement on the salary guide in any one school year, and not more than fifteen (15) or five (5) courses, whichever is greater per fiscal year, semester points may be applied during any one fiscal year. These restrictions as to the number of points do not apply to those on leaves of absence.
 - (3) All personnel who expect to reach new academic training levels in a certain school year must so inform the Superintendent of Schools by November 1st of the preceding school year.
 - (4) A teacher who has successfully completed the educational requirements for a new academic level shall submit a letter to the Superintendent requesting Board approval for a new salary classification. Teachers shall be eligible to receive the new salary classification on the step appropriate to their training and experience retroactive to September 1, if the notification is submitted by October 15 and retroactive to February 1, if notification is submitted by March 15 of the school year in which the above request is received and official notification that the new degree has been granted has been received by the Board of Education from the college or university granting the degree.

- (4) The Teacher Salary Schedule (Appendix A), Extracurricular Compensation (Appendix B) and the Department Head Teachers' Compensation (Appendix E) are hereby made a part of this Contract.
- (5) The Board will advance all employees hired before 7/1/07 one step on the guide beyond the normal chronological advancement when tenure is achieved.
- (6) Curriculum fees will be 2/200 for revisions and 4/200 for new with a due date of June 1 and with a minimum of three months allotted for the work. If less than three months are allotted, the fees will be 3/200 for revisions and 5/200 for new. Curriculum requests of less than three months may be completed, at the option of the writer, as late as August 15. Curriculum requests will not be made with fewer than two months allotted, except in emergencies.
- (7) Whenever staff is asked to volunteer, and only volunteers may do this, to regularly teach (teach means teach an extra class for more than one school day in a row versus cover which means cover one period for one day for a daily absence for which there is no substitute) a class(es) beyond the regularly scheduled class load which appears to be six (6) in 2006-2007, said staff member shall be paid an extra stipend/period/day at the rate of 184 x 6 periods divided into their step on the MA+30 column.
- (8) The rate of \$50.62 in 2008/09, \$52.70 in 2009/10 and \$54.97 in 2010/11 per hour shall be paid for all aspects of the SRA process provided that the teacher was asked to forfeit his/her preparation time for this activity or if the task was done beyond regular school hours, and/or school day. Compensation for teachers who volunteer to work on the SRA process will include work performed on Saturday.
- (9) Teachers conducting Board approved after school instruction shall be compensated at \$52.64 in 2008/09, \$54.80 in 2009/10 and \$57.16 in 2010/11 for each one-hour session.
- (10) Summer instruction (school/enrichment programs, etc..) will be paid at a rate of \$36.40/hour for the summer of 2008, \$37.90/hour for the summer of 2009, and \$39.52/hour for the summer of 2010.
- (11) Each ten (10) month employee may individually elect to be paid his/her salary for ten (10) or twelve (12) month scale. Any employee electing to participate in the Summer Payment Plan (12 month) must notify the Board, in writing, of his/her intent by July 1 or sixty (60) days prior to the start of the new school year. If you choose the twelve (12) month option, you will be paid on July 1st and August 15th. If the employee does not notify the board of his/her intent, the employee will be paid on a ten (10) month scale.

ARTICLE 14
EXTENDED LEAVE OF ABSENCE
(Excepting Disability and Child-Care Leaves)

- A.
 - (1) A leave of absence without pay for up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange or overseas teacher, is a full-time participant in either of such programs, or accepts a Fulbright Scholarship for teaching.
 - (2) Applications must be submitted not later than February 1st preceding the commencement of the leave of absence on September 1st. The employee on an extended leave of absence who intends to return to duty must indicate this fact to the Superintendent of Schools by April 1st that precedes the September 1st termination date of the employee's leave. Failure to do this shall be taken as an indication that the employee is not returning to that job and that the position is a regular vacancy.
 - (3) Upon return from leave granted pursuant to A.(1) above an employee shall receive full credit on the salary schedule for any comparable teaching experience acquired during the leave.
 - (4) Under A.(1) above all benefits to which a teacher was entitled at the time of that teacher's extended leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon the teacher's return, and said teacher shall be assigned within the scope of the teacher's certification and as close to the teacher's previous position as possible.
- B. Sabbatical Leave
 - (1) A sabbatical leave of absence may be granted for the following reasons:
 - (a) further education toward a degree beyond the Bachelor's Degree with particular consideration given in those cases of university residence requirements of one (1) year; or
 - (b) unusual circumstances (e.g., government grant, writing a textbook, educational travel, research or study) indicated to be beneficial to the school district.
 - (2) Number of Sabbatical Leaves

If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of one (1%) percent of teachers at any one time by the Board of Education upon recommendation of the Superintendent of Schools.

(3) Application for Sabbatical Leave

Written request for sabbatical leave must be received by the Superintendent by November 15th and a final application therefore on forms designated by the Board of Education must be received by the Superintendent not later than December 15th. Action must be taken on all such applications not later than the third week in March of the school year preceding the school year for which the leave is requested.

(4) Length of Service Required

The teacher must have completed at least seven (7) full years of service in the Bound Brook district.

(5) Payment While on Leave and Return

A teacher on sabbatical leave for a full school year shall be paid by the Board at fifty (50%) percent of the salary rate which the teacher would have received if the teacher had remained on active duty or half a year at fifty percent (50%) of a half a year's salary for a semester sabbatical. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had said teacher remained actively employed in the system during the period of his or her absence.

(6) Placement Upon Return

If a teacher is granted a sabbatical leave under this Article, all benefits to which a teacher was entitled at the time the extended leave of absence commenced including unused accumulated sick leave shall be restored to the teacher upon return and the teacher shall be assigned within the scope of the teacher's certification and as close to the teacher's previous position as possible.

(7) Obligation of Teacher to Work and Remission of Funds Paid if Teacher Does Not Work

Any teacher granted a sabbatical leave of absence must agree in writing to continue in the system for at least two (2) years following sabbatical leave. If the teacher does not work in the district for the promised two (2) year period, the teacher will remit to the Board the total amount expended by it at the rate of fifty (50%) percent per year except in the case of death or total disability of the employee, and the teacher will evidence this obligation by signing an agreement and/or promissory note to this effect before such leave is granted.

(8) Report

A report or summary of the sabbatical leave must be submitted to the Superintendent of Schools and the Board of Education upon the completion of such leave. Periodic progress reports of the sabbatical leave, as requested by the Board of Education and the administration shall be furnished by the individuals during the leave period.

ARTICLE 15

EDUCATIONAL COUNCIL

- A. The Educational Council heretofore established shall be continued. It shall consist of two (2) Board members and three (3) administrators selected by the Board and five (5) teachers to be elected by the Association.
- B. Council shall meet at least four (4) times a year and advise the Board of Education on matters such as teaching hours and teaching load, class size, length of school year, staff specialists, teacher assignment, teacher transfers, teacher evaluation, teaching facilities, professional development and improvement, teacher responsibilities, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extracurricular programs, in-service programs, philosophy and education goals of the district, research and experimentation, legal protection of teachers, and other matters regarding the effective operation of the Bound Brook School district.
- C. The Educational Council shall establish rules of procedure and shall provide for a chairperson who shall serve for one year and be responsible for the arrangement and conduct of meetings. The council shall meet by prepared agenda.
- D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in B. above.
- E. The primary function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in B. above. The Council, in preparing its recommendations for Board of Education consideration, shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.
- F. All reports and recommendations outlined in E. above shall be submitted in writing to the Superintendent of Schools with multiple copies for presentation to the Board of Education.
- G. Meetings shall generally be held during evening hours, usually beginning at 7:30 p.m.
- H. It is understood that the administration and the Board of Education will from time to time form other advisory groups of parents, teachers, citizens, and students to influence policy decisions and administrative practices for the school district.

ARTICLE 16

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In order to encourage members of the teaching staff to take courses which will improve their teaching effectiveness and their value to the school system, the Board of Education will pay the tuition charges at State College rates for college courses within the following guidelines, and subject to the following conditions:
 - (1) Teachers pursuing a program leading to a graduate degree must receive advance administrative approval from the Superintendent for the entire list of courses. The majority of the courses in the graduate program must be in the teacher's subject or teaching field or in a closely related area of education.
 - (2) Undergraduate, graduate or non-credit courses which are not part of an advanced degree program must be approved in advance by the Superintendent. To be eligible for reimbursement, the courses must be related to the teacher's present or probable assignment in the Bound Brook Public Schools.
 - (3) Courses which are required by the State Department of Education for certification of the teacher will not be eligible for reimbursement.
 - (4) Teachers who provide professional development workshops within the district shall be compensated at the rate of \$364 in 2008/09, \$378.92 in 2009/10, and \$395.22 in 2010/11, plus expenses, per workshop session. A session shall be a maximum of 3 hours and must receive prior approval by the Superintendent.
 - B. Reimbursement
 - (1) The Board will reimburse to the teacher the full cost of such tuition at State College rates. If the course is not available at a State College or at State College rates, then the Board will reimburse at the State College rate plus fifty (50%) percent of any tuition charged in excess of such rate. The Board will also pay up to seventy eight dollars \$78.00 in 2008/09, \$81.20 in 2009/10, and \$84.69 in 2010/11 for the cost of textbooks for each course, and will pay all matriculation, registration and laboratory fees, provided, however, that the teacher shall remain in the employ of the Board for a period of one (1) calendar year after completion of the course. The Board will not pay for reference books, transportation charges or parking fees.
- Teachers who matriculate at any college or university that charges in excess of the State College rate and who wish to be reimbursed for 100% of their tuition (extra) will continue as stipulated in 16.B.(1) above) rather than the amounts stipulated in B.(1) above must sign documentation stipulating that they will continue employment in the District for two rather than one year from the date of completion of the last course or otherwise refund the district the difference between what they would have received under 16.B.(1) above and the full amount of the reimbursement received. If the employee is released from the District on

the District's initiative before the two years, the District will not be reimbursed by the employee.

- (2) The aforesaid reimbursement will be made in the following manner: reimbursement for approved courses taken during September through January will be paid to the employee in April, reimbursement for approved courses taken during February through August will be paid in October only if the teacher is still a member of the Bound Brook staff on September 30th.
- (3) At the time such reimbursement is to be made by the Board, but prior to any payment, the teacher will sign an agreement and/or promissory note to continue employment in the district for one calendar year from the date of the completion of the course, or otherwise refund to the district the full amount of the reimbursement.
- (4) The teacher must receive a mark of at least B or equivalent to receive full reimbursement for a course.
- (5) A teacher who expects to be reimbursed for a course must submit an application on the form prescribed by the administration. Reimbursement will be made after the teacher submits a receipted bill and the official transcript or registrar's grade statement covering the courses taken. Applications may be obtained from the principal or the Superintendent.
- (6) The Board will reimburse the teacher for the cost of one (1) course up to three (3) semester hours for nontenured teachers and two (2) courses for up to six (6) semester hours for tenured teachers in any given semester; or for a maximum of fifteen (15) or five (5) courses, whichever is greater, semester hours and up to nine (9) semester hours or three (3) courses, whichever is greater, during the school year for a maximum of fifteen (15) semester hours or five (5) courses, whichever is greater taken between July 1st of one year and June 30th of the following year.
- (7) New teachers will become eligible under this policy for reimbursement for approved advance study during their second semester of employment.
- (8) Reimbursement for part-time teachers will be made on a pro rata basis so that each part-time teacher will be reimbursed for the equivalent percentage amount of reimbursement as their number of part-time hours bears to the number of hours of employment of a full-time teacher.

ARTICLE 17

NUMBER OF WORKDAYS

- A. Certificated personnel subject to the terms of this Agreement will be employed for hundred ninety (190) days during each school year. During the one hundred ninety day year for teachers, the Board shall guarantee and provide four (4) full in-service days per year for all certificated personnel. Programs shall be scheduled during the school year and year and shall occur between 8:00 AM and 3:30 PM with a minimum (75) minute break for lunch. Each in-service day shall have at least five (5) hours of quality programming. Said programming will meet the State requirements for the hours of continuing education/professional development if that becomes mandated. Each such day shall be used exclusively for such programming; the administration shall require no other duties, meetings, etc. of staff on such days, and such days shall count toward the mandated 100 hours if that is indeed mandated. On these days, secretarial shall also be given a seventy five (75) minute lunch break which shall not extend their workday. No in-service day can be scheduled for the day before the students' first day or the day after the students' last day. These days are for teacher set up and clean up. The first and last day for teachers will be student contact free, duty free and meeting free to be used for teacher preparation, set up and clean up. Two (2) of the unused four snow days that are built into the one hundred ninety (190) day calendar will be added to the Memorial Day Weekend for students and staff alike.
- B. Personnel new to the school district may be required to work for an additional two (2) days during each school year without additional compensation.
- C. The Board agrees that the Superintendent will consult with the Association president or said president's designee before recommending the annual school calendar for final approval at an official Board meeting.

ARTICLE 18

PROVISIONS REGARDING NOTICES

- A. Advance notice will be given:
 - (1) Before any involuntary transfer of a teacher between buildings is officially announced to the staff.
 - (2) When a teacher shall not be appointed to an extracurricular assignment which said teacher currently holds, such notice will be provided by the principal to the teacher involved.
- B. A two (2) day notice of the tentative agenda for each regularly scheduled monthly faculty meeting will be made available to the faculty of the particular school by the principal.

ARTICLE 19

TEACHER OBSERVATION/EVALUATION

- A. NonTenured Teachers

NonTenured teachers shall be observed in the classroom by the appropriate administrator at least three (3) times in each school year. Each observation is to be followed in every instance by a written report and by a post observation conference between the teacher and the administrator. An annual evaluation shall be conducted in accordance with New Jersey statutes.
- In the event that a teacher is employed less than a full year, all observations/evaluations shall be completed and comply with regulation and statute.
- B. Tenured Teachers

All tenured teachers are to be observed and evaluated in accordance with statute and regulation.
- C. General Procedures
 - (1) The certificated supervisors will list in the space provided on the annual evaluation form the district personnel who contributed significantly to the report.
 - (2) Open Evaluation

Observation of a teacher's classroom performance shall be conducted openly.

 - (3) Copies of Evaluation

A supervisor will provide a teacher with a written copy of the annual evaluation report two (2) days before the conference is held to discuss the report. A teacher who has not received the report in advance, upon request, shall be granted a forty-eight (48) hour delay to allow the teacher to prepare for the conference.
- (4) Right to Disclaim

The teacher shall have the right to submit his or her written response to the evaluation report within ten (10) school days following the conference and such response shall be attached to each party's copy of the evaluation, N.J.A.C. 6:30-1.19. If a teacher submits a response, the administrator to whom it is submitted will acknowledge receipt thereof in writing.

- (5) A copy of the evaluation form shall be made available to the teaching staff on or before November 1st of each year, and a copy of any changes in the evaluation form shall be made available to the staff at least sixty (60) days prior to the annual evaluation. If substantive changes in the evaluation form are made during the sixty (60) day period immediately preceding the evaluation, teachers involved will be apprised of this fact as soon as administratively feasible.
- (6) No complaint shall be placed in the teacher's personnel file without being identified by complainant and the teacher being notified. No complaint may be placed in a teacher's personnel file without the Superintendent's approval. The teacher will be allowed to write a rebuttal to anything placed in his/her file. The rebuttal shall be attached to the complaint and placed in the teacher's personnel file.
- (7) No complaint shall be placed in the employee's personnel file without his/her signature. Said signature shall attest to the fact that he/she has received a copy of the complaint, not that he/she is in agreement with anything contained therein. Any complaint dated after the adoption of this Agreement and found in the file without the employee's signature shall be immediately removed and destroyed.

SECTION III
ARTICLE 20

SECRETARIAL, CLERICAL, AND PARENT LIAISON REGISTRAR TRUANCY OFFICER

A. Definition

As used herein, the word "employee" or "personnel" shall be deemed to apply to and refer only to Secretarial, Clerical, and Parent Liaison Registrar Truancy Officer or personnel.

B. Secretaries, Clerical Personnel, and Parent Liaison Registrar Truancy Officer employed on a full-time basis shall be employed subject to the following work schedule.

(1) Workday

The workday shall begin and end at such time or times as shall be determined by the employee's immediate supervisor which in every case shall consist of seven (7) hours of compensable time and either: (a) a daily coffee break of not longer than fifteen (15) minutes and a lunch period of forty-five (45) minutes, or (b) a lunch period of not longer than one (1) hour and no coffee break, for a total of eight (8) hours per day. The workday during any week when school is not in session for any day or days during the months of June, July and August shall consist of six (6) hours of compensable time and either: (a) a daily coffee break of not longer than fifteen (15) minutes and a lunch period of not more than forty-five (45) minutes, or (b) a lunch period of not longer than one (1) hour and no coffee break, for a total of seven (7) hours per day. The scheduling of all such coffee breaks and lunch periods shall be determined by the immediate supervisor. If the immediate supervisor and employee so agree, the time herein designated and divided between or for the coffee break and the lunch period may be adjusted from time to time, provided, however, that the compensable time for each day remains, respectively, seven (7) hours and six (6) hours exclusive of coffee breaks and lunch time.

(2) Work Week

The work week shall consist of thirty-five (35) hours compensable time during any week when school is in session for any day or days during such week; and the work week shall consist of thirty (30) hours compensable time during any week in June, July and August when school is not in session for any day during such week. During the months of July and August, secretaries and parent liaison registrar truancy officer may work half days on Fridays with no loss of compensation, if mutually agreed upon as long as the thirty (30) hours per week are met.

(3) Work Year

(a) The work year shall be from July 1 to June 30.

(b) Personnel will be permitted to attend the annual convention of the New Jersey Education Association pursuant to N.J.S.A. 18A:31-2.

(4) The parties agree the Board may hereafter hire employees on a work year, work week or workday, or in any combination of them, which is shorter than as set forth in B.(2) and (3) above and the vacation schedule set forth in F. below shall not be applicable to such employees, provided, however, that the annual salary of any employee so hired shall be adjusted proportionately with the annual rate paid for the employee's classification as hereafter stated.

C. Overtime

Overtime shall require prior approval of the employee's immediate supervisor and shall be paid at one and one-half (1 1/2) times the hourly rate after forty (40) hours. If any employee shall work seven and one-half (7 1/2) hours in any day at the request of his or her immediate supervisor, such employee shall be granted compensatory time away from work as scheduled by the supervisor. All such overtime requests or compensatory time agreements must have the prior approval of the Superintendent or designee.

D. Holidays

Employees shall be granted the following holidays provided school is not in session: New Year's Day, Lincoln or Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. All personnel need not report on the day following Thanksgiving.

E. Snow or Other Emergency Closing Days

Dependent upon the nature of the reason for the emergency closing of a particular school or the district's schools, all salaried employees are expected to report for work. On days when schools are closed because of weather conditions which result in extremely hazardous travel, or other emergency conditions, personnel shall be notified that they are not expected to report for work. Absence of personnel on such days when they are expected to work should be reported in the usual manner.

F. Vacation Schedule

Personnel shall be granted the following paid vacations to be scheduled by the immediate supervisor with preference being given to the seniority of the personnel at those times which will best coincide with the school program and workload priorities:

<u>Years of Total Service</u>	<u>Annual Summer Vacation</u>
1 to 3	10 days
4 to 7	15 days
8 to 24	20 days
25 years and over	25 days

Personnel need not report during any school recesses (i.e., Christmas and/or Spring/Easter) for faculty which occur between the opening and closing dates for school.

G. Salaries

The Secretarial, Clerical Staff, and Parent Liaison Registrar Truancy Officer Salary Guide (Appendix C) is hereby made a part of this Contract.

H. Workshops/Conferences/Training

Secretarial, clerical, and parent liaison registrar truancy officer personnel may attend two (2) workshop/training or conference session within the school year with the approval of the Superintendent or designee. The cost of the approved workshop/training or conference and mileage/tolls will be reimbursed by the Board.

I. Clothing Protection

The Board agrees to supply lab coats or smocks for use at locations where office machinery may damage their clothing in the performance of their duties.

SECTION IV

ARTICLE 21

CUSTODIAL PERSONNEL

A. Definition

Custodial and maintenance personnel shall be referred to as custodial personnel.

B. Employment

Custodial personnel shall be hired on a year-to-year contractual basis, except that newly employed personnel shall service a six (6) month probationary period during which the employee may be dismissed upon seven (7) days' notice or payment in lieu of notice. Probationary personnel may be dismissed without cause. Employees, once having served the probationary period, shall not be dismissed or disciplined except for just cause.

C. Work Year

The work year shall be such as is established by the Bound Brook Board of Education for custodial personnel except as modified or amended by this Agreement.

D. Work Week

- (1) Each work week shall commence on Monday and end on Friday or commence on Tuesday and end on Saturday.
- (2) All custodial personnel will work a forty-hour (40) work week.
- (3) Any time after forty (40) hours per week shall be considered overtime.
- (4) All paid holidays count as days worked.
- (5) Any employee who is required to work on an otherwise scheduled paid holiday will receive another day off as compensatory time.
- (6) All compensatory days shall count toward the forty (40) hour work week.
- (7) Vacation and sick days do not count towards the calculation of overtime.

E. Workday

Each workday shall begin and terminate at such time or times as may be determined by the administration, provided, however, each such day shift shall consist of eight (8) hours of compensable time exclusive of a thirty (30) minute lunch period, and each such night shift shall consist of eight (8) hours of compensable time exclusive of a thirty (30) minute lunch period and shall be paid at a fifty cent (\$.50) per hour differential. Overtime shall require prior approval of the administration and shall be paid at one and one-half (1 1/2) times the hourly rate. Where possible, overtime will be distributed in an equitable fashion through individual work locations. In view of the payment of overtime and the equitable distribution of such overtime, it is herewith agreed that employees shall accept such overtime.

F. Vacations

Custodial/maintenance personnel shall be granted the following paid vacations, to be taken during the regular summer vacation period, with preference based on seniority.

<u>Years of Local Service</u>	<u>Annual Vacation</u>
1 to 3 years	10 days
4 to 7 years	15 days
8 to 24 years	20 days
25 years or more	25 days

Any custodial/maintenance employee hired on or after July 1, 2006 shall follow this schedule.

<u>Years of Local Service</u>	<u>Annual Vacation</u>
1 to 3 years	10 days
4 to 6 years	15 days
7 years	16 days
8 years	17 days
9 years	18 days
10 years	19 days
11+ years	20 days

G. Sick Leave

See Article 6.

H. Holiday

(1) Custodial personnel will be granted the following paid holidays per year: New Year's Day, Thanksgiving Day, Day after Thanksgiving, Good Friday, Christmas Day, Memorial Day, Columbus Day, July 4th, Veteran's Day, Labor Day, Martin Luther King Day, President's Day.

(2) If a custodian is required to work on any of these holidays when school is in session, he will be entitled to a compensatory day off for each such day. The scheduling of each compensatory day shall be subject to the approval of the School Business Administrator.

I. Travel Allowance

Custodial personnel shall be paid at the rate per mile approved by the IRS for deduction for business travel.

J. Snow Days

Custodial and maintenance personnel will report to work notwithstanding that school is not in session because of snow or other weather causes.

K. Salaries

The Custodial and Maintenance Personnel Salary Guide (Appendix E) is hereby made a part of this contract.

L. Black Seal License

Custodians who hold a Black Seal will be paid \$.47 in 2008/09 and \$.49 in 2009/10 and \$.51 in 2010/11 per hour over their regular hourly rates. The Board will reimburse, in full, any employee who renews his/her boiler license.

M. Custodial/Maintenance Uniform Allowance

Full-time custodians, matrons and maintenance personnel will be provided 3 uniforms annually at district expense. Three work pants and 3 work shirts will be provided each employee who works the full year. Matrons may choose three work dresses in lieu of pants and shirts. The district will purchase all uniforms directly from the supplier with uniform style, quality, color and logo to be at the discretion of the management. Cash will not be substituted for uniforms.

(1) Custodians and maintenance employees will be reimbursed up to a limit of \$81.89 in 2008/09, \$85.25 in 2009/10 and \$88.91 in 2010/11 per year for the purchase of work shoes. The Buildings and Grounds Supervisor will prescribe the type of work shoes to be worn.

(2) Custodial and/or maintenance personnel who, in the course of their assigned duties, have outside assignments, will be reimbursed up to a maximum of \$87.73 in 2008/09, and \$91.33 in 2009/10 and \$95.26 in 2010/11 toward the purchase of

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a winter coat. This reimbursement will be limited to once during the term of this agreement.

(3) Custodial or maintenance personnel will be compensated \$84.36 in 2008/09, \$87.82 in 2009/10 and \$91.60 in 2010/11 for the purchase of approved snow boots. This benefit will be made available one-time during the duration of the agreement.

(4) Uniforms must be worn at all times and approved work shoes must be worn at all times.

N. Workshops/Conference/Training

Custodial and maintenance personnel may attend one workshop/training or conference session within the school year with the approval of the building administrator. Cost of the approved workshop/training or conference and the mileage/tolls will be reimbursed by the Board.

O. All full time custodial/maintenance staff will receive a ten (10) minute break during the first four (4) hours of work, a thirty (30) minute lunch, and a ten (10) minute break during the second half of the work shift.

SECTION V

ARTICLE 22

WORKING CONDITIONS FOR
INSTRUCTIONAL AIDES OR PARAPROFESSIONALS

A. Workday

The workday shall begin and end at such time or times as shall be determined by the employee's immediate supervisor, which on a full-time basis shall consist of a minimum of five and one-half (5 1/2) hours of compensable time per day including a paid lunch period of twenty-five (25) minutes. The scheduling of such lunch periods shall be determined by the immediate supervisor.

B. Holidays, Snow or Other Emergency Closing Days

Instructional Aides or Paraprofessionals shall not be expected to report or work whenever teachers and students are not expected to report for work. However, it is understood that Instructional Aides or Paraprofessionals work on a report-time basis and will not be paid for snow, holidays or emergency closing days, except that Instructional Aides or Paraprofessionals will be entitled to five paid holidays per year (i.e., Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day.)

C. Salaries

The Instructional Aides or Paraprofessionals Salary Guide (Appendix H) is hereby made a part of this Contract.

D. Professional Development

The Instructional Aides or Paraprofessionals may be required to attend up to two (2) Professional Development Days during the school year. These days will be used to provide appropriate and quality training for the instructional aides or paraprofessionals. Individuals will be paid their hourly rate, including a paid lunch, the same length as the teacher's lunch for that day.

ARTICLE 23

EVALUATION OF SUPPORTIVE NON-CERTIFICATED PERSONNEL

(Secretarial, Clerical Personnel, Parent Liaison Registrar, Truancy Officer, Custodians, Maintenance, and Instructional Aides or Paraprofessionals)

A. Frequency

Employees shall be evaluated by their immediate supervisors at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor to discuss such report.

B. General Procedures

The supervisors will list in the space provided on the annual evaluation form the district personnel who contributed significantly to the report.

(1) Open Evaluation - Observation of an employee's performance shall be conducted openly.

(2) Copies of Evaluation - A supervisor will provide an employee with a written copy of the completed evaluation report one (1) day before the conference is held to discuss the report. An employee who has not received the report in advance, upon request, shall be granted a 24 hour delay to allow the employee to prepare for the conference.

(3) Right to Disclaim - The employee shall have the right to submit his or her written disclaimer of such evaluation within ten (10) days following the conference and such disclaimer shall be attached to each party's copy of the evaluation.

(4) A copy of the evaluation form shall be made available to the non-certificated staff on or before November 1 of each year, and a copy of any changes in the evaluation form shall be made available to the staff at least sixty (60) days prior to the annual evaluation. If substantive changes in the evaluation form are made during the 60-day period immediately preceding the evaluation, non-certificated staff members involved will be apprized of this fact as soon as administratively feasible.

(5) All complaints that are placed in the employee's personnel file will be identified by complainant and the employee will be allowed to write a rebuttal.

(6) No complaint shall be placed in the employee's personnel file without his/her signature. Said signature shall attest to the fact that he/she has received a copy of the complaint, not that he/she is in agreement with anything contained therein. Any complaint dated after the adoption of this Agreement and found in the file without the employee's signature shall be immediately removed and destroyed.

SECTION VI

ARTICLE 24

MISCELLANEOUS PROVISIONS

A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.

C. Any employment contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid employment contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Bound Brook School Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the right:

- (1) to manage the school district;
- (2) to direct employees of the school district;
- (3) to hire, promote, transfer, assign, and retain employees in positions within the district and for just cause to suspend, demote or take other disciplinary action against employees;
- (4) to relieve employees from duty because of lack of work or for other legitimate reasons;
- (5) to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (6) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

E. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) calendar days of the ratification of the agreement by both parties and presented to all employees now employed, or hereafter employed by the Board.

ARTICLE 25

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until June 30, 2011 subject to the Association's right to negotiate a successor Agreement as set forth herein.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

ARTICLE 26

CONCLUDING PROVISIONS

Applies to All Employees in the Negotiating Unit

A. Provisions Regarding Notices

Except where notice is herein required to be furnished individual employees, any other notices required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, will be accomplished by written notice to the party at the following address:

If by Association, to the Board at
LaMonte Bldg., West 2nd Street
Bound Brook, New Jersey

If by the Board, to the Association at
the building in which the Association President is assigned
Bound Brook, New Jersey

B. The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written above.

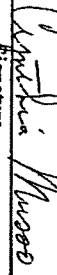
BOUND BROOK BOARD OF EDUCATION

By: MATTHEW A. GRANADOS Signature: 

Secretary: Print Name CHRISTOPHER DEDDY Signature: 

BOUND BROOK EDUCATION ASSOCIATION

By: LOREN PASSO Signature: 

President: Print Name
By: CYNTHIA MUSSO Signature: 
Secretary: Print Name

APPENDIX A

TEACHERS SALARY GUIDE

2008-09

Step	BA	BA+30	MA	MA+30	MA+60	PhD
1 A	44,850	47,150	50,250	53,450	55,100	57,150
2-3 B	45,150	47,650	50,750	53,950	55,600	57,650
4-5 C	46,305	48,805	51,905	55,105	56,755	58,805
6 D	47,960	50,460	53,560	56,760	58,410	60,460
7 E	49,615	52,115	55,215	58,415	60,065	62,115
8 F	51,270	53,770	56,870	60,070	61,720	63,770
9 G	52,925	55,425	58,525	61,725	63,375	65,425
10 H	54,580	57,080	60,180	63,380	65,030	67,080
11 I	56,235	58,735	61,835	65,035	66,685	68,735
12 J	57,890	60,390	63,490	66,690	68,340	70,390
13 K	59,545	62,045	65,145	68,345	69,995	72,045
14 L	61,200	63,700	66,800	70,000	71,650	73,700
15 M	62,855	65,355	68,455	71,655	73,305	75,355
16 N	64,510	67,010	70,110	73,310	74,960	77,010
17 O	66,165	68,665	71,765	74,965	76,615	78,665
18 P	67,820	70,320	73,420	76,620	78,270	80,320
19 Q	69,475	71,975	75,075	78,275	79,925	81,975
20 R	71,130	73,630	76,730	79,930	81,580	83,630
21 S	72,790	75,290	78,390	81,590	83,240	85,290
22 T	74,450	76,950	80,050	83,250	84,900	86,950
23 U	76,110	78,610	81,710	84,910	86,560	88,610
24 V	77,770	80,270	83,370	86,570	88,220	90,270

LONGEVITY: Years of Service in District

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20th year and continuing until their 24th year.
 Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX A

TEACHERS SALARY GUIDE

2009-10

Step	BA	BA+30	MA	MA+30	MA+60	PhD
A	48,085	48,635	51,735	54,935	56,585	58,835
B	46,585	49,135	52,235	55,435	57,085	59,335
C	47,085	49,635	52,735	55,935	57,585	59,835
D	48,770	51,320	54,420	57,620	59,270	61,520
E	50,455	53,005	56,105	59,305	60,955	63,205
F	52,140	54,690	57,790	60,990	62,640	64,890
G	53,825	56,375	59,475	62,675	64,325	66,575
H	55,510	58,060	61,160	64,360	66,010	68,260
I	57,195	59,745	62,845	66,045	67,695	69,945
J	58,880	61,430	64,530	67,730	69,380	71,630
K	60,565	63,115	66,215	69,415	71,065	73,315
L	62,250	64,800	67,900	71,100	72,750	75,000
M	63,935	66,485	69,585	72,785	74,435	76,685
N	65,620	68,170	71,270	74,470	76,120	78,370
O	67,305	69,855	72,955	76,155	77,805	80,055
P	68,990	71,540	74,640	77,840	79,490	81,740
Q	70,675	73,225	76,325	79,525	81,175	83,425
R	72,360	74,910	78,010	81,210	82,860	85,110
S	74,050	76,600	79,700	82,900	84,550	86,800
T	75,740	78,290	81,390	84,590	86,240	88,490
U	77,430	79,980	83,080	86,280	87,930	90,180
V	79,120	81,670	84,770	87,970	89,620	91,870

LONGEVITY: Years of Service in District

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20th year and continuing until their 24th year.
 Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX A

TEACHERS SALARY GUIDE

2010-11

Step	BA	BA+30	MA	MA+30	MA+60	PhD
A	48,300	50,900	54,000	57,200	58,850	61,300
B	48,800	51,400	54,500	57,700	59,350	61,800
C	49,300	51,900	55,000	58,200	59,850	62,300
D	49,800	52,400	55,500	58,700	60,350	62,800
E	51,505	54,105	57,205	60,405	62,055	64,505
F	53,210	55,810	58,910	62,110	63,760	66,210
G	54,915	57,515	60,615	63,815	65,465	67,915
H	56,620	59,220	62,320	65,520	67,170	69,620
I	58,325	60,925	64,025	67,225	68,875	71,325
J	60,030	62,630	65,730	68,930	70,580	73,030
K	61,735	64,335	67,435	70,635	72,285	74,735
L	63,440	66,040	69,140	72,340	73,980	76,440
M	65,145	67,745	70,845	74,045	75,695	78,145
N	66,850	69,450	72,550	75,750	77,400	79,850
O	68,555	71,155	74,255	77,455	79,105	81,555
P	70,260	72,860	75,960	79,160	80,810	83,260
Q	71,970	74,570	77,670	80,870	82,520	84,970
R	73,680	76,280	79,380	82,580	84,230	86,680
S	75,390	77,990	81,090	84,290	85,940	88,390
T	77,100	79,700	82,800	86,000	87,650	90,100
U	78,810	81,410	84,510	87,710	89,360	91,810
V	80,520	83,120	86,220	89,420	91,070	93,520

LONGEVITY: Years of Service in District

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20th year and continuing until their 24th year.
 Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX B

Extracurricular Compensation Guide

A teacher who is appointed to an extra-curricular assignment shall be placed at such step of the extra-curricular assignment salary guide that applies to him or her as the Board, upon recommendation of the Superintendent of Schools, shall approve in accordance with the contract provision.

For employment effective July 1, 1975, or thereafter, teachers newly appointed to a coaching or other paid extra-curricular assignment will be placed at the first step of the salary guide; however, the district may provide credit for past public school coaching or other extra-curricular experience.

A year's coaching experience is defined as one school year when a teacher coaches' one or more sports. Coaches who are promoted from assistant to associate or head coach will be placed on the appropriate salary level in accordance with their coaching experience.

Teachers who are assigned other extra-curricular activities will be placed on the salary guide in accordance with the years of supervisory experience in the same position or field.

The Board of Education reserves the authority to create additional extra-curricular positions whenever required by NJSIAA rules, pertinent statutes or court decisions, or unanticipated student needs.

Any Board approved "club" currently in existence but which is currently non-stipended shall be added to the extra-curricular compensation guide at the Peer Leadership Advisor rate. Any honor society currently non-stipended or formed in the future shall be paid at the current National Honor Society rate, e.g., the Interact Club is currently non-stipended, and the advisor should now be compensated.

EXTRACURRICULAR COMPENSATION GUIDES

	2008-09	2008-09	2009-10	2009-10	2010-11	2010-11
	1-3 yrs	4+ yrs	1-3 yrs	4+ yrs	1-3 yrs	4+ yrs
Head Football	7,042	8,599	7,331	8,951	7,646	9,336
Associate Football	4,903	5,575	5,104	5,804	5,323	6,054
Athletic Trainer	5,253	5,977	5,468	6,222	5,704	6,489
Head Basketball	6,820	7,649	7,100	7,963	7,405	8,305
JV Basketball	4,669	5,427	4,860	5,649	5,069	5,892
Freshman Basketball	4,237	4,856	4,411	5,055	4,600	5,272
7th & 8th Basketball	4,237	4,856	4,411	5,055	4,600	5,272
Girls Head Basketball	6,820	7,649	7,100	7,963	7,405	8,305
Girls JV Basketball	4,669	5,427	4,860	5,649	5,069	5,892
Girls 7th & 8th Basketball	4,237	4,856	4,411	5,055	4,600	5,272
Head Baseball	5,827	6,480	6,066	6,746	6,327	7,036
JV Baseball	4,237	4,856	4,411	5,055	4,600	5,272
Head Softball	5,827	6,480	6,066	6,746	6,327	7,036
JV Softball	4,237	4,856	4,411	5,055	4,600	5,272
7th & 8th Softball	4,237	4,856	4,411	5,055	4,600	5,272
Head Boys Track	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Boys Track (2)	4,237	4,856	4,411	5,055	4,600	5,272
Head Girls Track	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Girls Track (2)	4,237	4,856	4,411	5,055	4,600	5,272
Head Winter Track	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Winter Track	4,237	4,856	4,411	5,055	4,600	5,272
Head Wrestling	6,820	7,649	7,100	7,963	7,405	8,305
Assistant Wrestling	4,669	5,427	4,860	5,649	5,069	5,892
7th & 8th Wrestling	4,237	4,856	4,411	5,055	4,600	5,272
Boys Tennis	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Boys Tennis	4,237	4,856	4,411	5,055	4,600	5,272
Girls Tennis	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Girls Tennis	4,237	4,856	4,411	5,055	4,600	5,272
Golf	4,237	4,856	4,411	5,055	4,600	5,272
Head Cross Country	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Cross Country	4,357	5,034	4,535	5,240	4,730	5,465
Head Gymnastics	5,827	6,480	6,066	6,746	6,327	7,036
Assistant Gymnastics	4,237	4,856	4,411	5,055	4,600	5,272

	2008-09	2008-09	2009-10	2009-10	2010-11	2010-11
	1-3 yrs	4+ yrs	1-3 yrs	4+ yrs	1-3 yrs	4+ yrs
Head Boys Soccer	5,827	6,480	6,066	6,746	6,327	7,036
JV Boys Soccer	4,357	5,034	4,535	5,240	4,730	5,465
Head Girls Soccer	5,827	6,480	6,066	6,746	6,327	7,036
JV Girls Soccer	4,357	5,034	4,535	5,240	4,730	5,465
Strength Coach	3,416	3,758	3,556	3,912	3,709	4,080
Fall Cheerleading	1,633	1,783	1,700	1,856	1,773	1,935
Fall Cheerleading Assistant	1,231	1,324	1,282	1,378	1,337	1,437
Winter Cheerleading	2,206	2,414	2,296	2,513	2,395	2,621
Winter Cheerleading Assistant	1,648	1,772	1,716	1,845	1,790	1,924
7th & 8th Cheerleading	2,467	2,642	2,568	2,750	2,678	2,868
Band Director/Color Guard	5,619	6,239	5,850	6,495	6,101	6,774
Assistant Band Director	3,088	3,286	3,214	3,421	3,353	3,568
Choral Director	2,360	2,917	2,457	3,037	2,562	3,167
Drama Coach	5,619	6,239	5,850	6,495	6,101	6,774
Assistant Drama	1,667	1,923	1,735	2,002	1,810	2,088
Forensics Coach	4,091	4,497	4,259	4,681	4,442	4,883
Stagecrafters Advisor	2,107	2,331	2,193	2,426	2,288	2,531
Musical Advisor	1,761	1,804	1,833	1,878	1,912	1,959
School Newspaper	4,091	4,497	4,259	4,681	4,442	4,883
Yearbook	4,091	4,497	4,259	4,681	4,442	4,883
MS Newspaper	2,238	2,433	2,330	2,532	2,430	2,641
MS Yearbook	1,499	1,650	1,560	1,718	1,627	1,792
Literacy Magazine	2,120	2,356	2,206	2,452	2,301	2,558
Senior Class Advisor	1,988	2,222	2,070	2,314	2,159	2,413
Junior Class Advisor	1,834	2,068	1,909	2,152	1,991	2,245
Sophomore Class Advisor	1,556	1,686	1,620	1,755	1,689	1,830
Freshman Class Advisor	1,556	1,686	1,620	1,755	1,689	1,830
MS Class Advisor	2,730	2,999	2,842	3,122	2,964	3,257
Student Council Advisor	2,730	2,999	2,842	3,122	2,964	3,257
Student Activities Accountant	4,917	5,199	5,119	5,412	5,339	5,645
Tournament of Excellence	716	813	745	847	777	883
Academic League	1,539	1,745	1,602	1,817	1,671	1,895
Peer Leadership	1,556	1,686	1,620	1,755	1,689	1,830
Interact Club	1,556	1,686	1,620	1,755	1,689	1,830
Core Team	1,556	1,686	1,620	1,755	1,689	1,830
MS National Honor Society	1,745	1,875	1,817	1,952	1,895	2,036

	2008-09 1-3 yrs	2008-09 4+ yrs	2009-10 1-3 yrs	2009-10 4+ yrs	2010-11 1-3 yrs	2010-11 4+ yrs
HS National Honor Society	1,745	1,875	1,817	1,952	1,895	2,036
Spanish National Honor Society	1,745	1,875	1,817	1,952	1,895	2,036
Project Graduation	1,556	1,686	1,620	1,755	1,689	1,830
Head HS Robotics	4,234	4,855	4,407	5,054	4,597	5,271
Assistant HS Robotics	2,116	2,435	2,203	2,534	2,298	2,643
Head MS Robotics	2,601	3,060	2,708	3,185	2,824	3,322
		Hourly		Hourly		Hourly
Bedside Instruction		65.6		68.29		71.23
Behind the Wheel Driving		49.67		51.71		53.93
Intramural Athletics		68.03		70.82		73.86
After School Detention		26		27.06		28.23

Elementary school extra-curricular activity advisors will be paid 1/2 of the middle school extra-curricular activity advisors' stipends.

APPENDIX C

SECRETARY, CLERICAL, PARENT LIAISON
REGISTRAR, TRUANCY OFFICER SALARY GUIDE

2008-09

Step	A	B	B(10)	C
1	40,429	38,704	32,253	37,204
2	40,929	39,204	32,670	37,704
3	41,429	39,704	33,087	38,204
4	41,929	40,204	33,503	38,704
5	42,429	40,704	33,920	39,204
6	42,929	41,204	34,337	39,704
7	43,429	41,704	34,753	40,204
8	43,929	42,204	35,170	40,704
9	44,414	42,889	35,741	41,389
10	45,324	43,599	36,332	42,089
11	46,059	44,334	36,945	42,834
12	46,819	45,094	37,578	43,594
13	47,604	45,879	38,232	44,379
14	48,414	46,689	38,907	45,189
15	49,249	47,524	39,603	46,024
16	50,109	48,384	40,320	46,884
17	50,994	49,269	41,057	47,769
18	51,904	50,179	41,818	48,679
19	52,839	51,114	42,595	49,614
20	53,799	52,074	43,395	50,574

LONGEVITY: Years of Service in District

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Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX C

SECRETARY, CLERICAL, PARENT LIAISON
REGISTRAR TRUANCY OFFICER SALARY GUIDE

2009-10

Step	A	B	B(10)	C
1	41,725	40,000	33,333	38,500
2	42,225	40,500	33,750	39,000
3	42,725	41,000	34,167	39,500
4	43,225	41,500	34,583	40,000
5	43,725	42,000	35,000	40,500
6	44,225	42,500	35,417	41,000
7	44,725	43,000	35,833	41,500
8	45,225	43,500	36,250	42,000
9	45,980	44,255	36,879	42,755
10	46,750	45,025	37,521	43,525
11	47,535	45,810	38,175	44,310
12	48,335	46,610	38,842	45,110
13	49,150	47,425	39,521	45,925
14	49,980	48,255	40,212	46,755
15	50,825	49,100	40,917	47,600
16	51,685	49,960	41,633	48,460
17	52,560	50,835	42,362	49,335
18	53,450	51,725	43,104	50,225
19	54,355	52,630	43,858	51,130
20	55,275	53,550	44,625	52,050

LONGEVITY: Years of Service in District

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APPENDIX C

SECRETARY, CLERICAL, PARENT LIAISON
REGISTRAR TRUANCY OFFICER SALARY GUIDE

2010-11

Step	A	B	B(10)	C
1	42,992	41,267	34,389	39,767
2	43,492	41,767	34,806	40,267
3	43,992	42,267	35,222	40,767
4	44,492	42,767	35,639	41,267
5	44,992	43,267	36,056	41,767
6	45,492	43,767	36,472	42,267
7	45,992	44,267	36,889	42,767
8	46,577	44,952	37,460	43,452
9	47,537	45,812	38,177	44,312
10	48,397	46,672	38,893	45,172
11	49,257	47,532	39,610	46,032
12	50,117	48,392	40,327	46,892
13	50,977	49,252	41,043	47,752
14	51,837	50,112	41,760	48,612
15	52,697	50,972	42,477	49,472
16	53,557	51,832	43,193	50,332
17	54,417	52,692	43,910	51,192
18	55,277	53,552	44,627	52,052
19	56,137	54,412	45,343	52,912
20	56,997	55,272	46,060	53,772

LONGEVITY: Years of Service in District

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APPENDIX D
CUSTODIAL & MAINTENANCE SALARY GUIDE

2008-09

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	27,537	13.24	32,136	15.45
2	27,937	13.43	32,602	15.67
3	28,337	13.62	33,069	15.90
4-5	28,968	13.93	33,806	16.25
6	29,696	14.28	34,655	16.66
7	30,516	14.67	35,612	17.12
8	31,546	15.17	36,814	17.70
9	32,676	15.71	38,133	18.33
10	33,906	16.30	39,568	19.02
11	35,236	16.94	41,120	19.77
12	36,666	17.63	42,789	20.57
13	38,196	18.36	44,575	21.43
14	39,826	19.15	46,477	22.34
15	41,556	19.98	48,496	23.32
16	43,386	20.86	50,631	24.34

LONGEVITY - Years of Service in District

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Any employee who has served the Bound Brook School District for 24 years will be given \$1,200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX D
CUSTODIAL & MAINTENANCE SALARY GUIDE

2009-10

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	28,492	13.70	33,250	15.99
2	28,892	13.89	33,717	16.21
3	29,292	14.08	34,184	16.43
4	29,692	14.28	34,651	16.66
5-6	30,092	14.47	35,117	16.88
7	30,492	14.66	35,584	17.11
8	31,882	15.33	37,206	17.89
9	33,272	16.00	38,828	18.67
10	34,662	16.66	40,451	19.45
11	36,052	17.33	42,073	20.23
12	37,542	18.05	43,812	21.06
13	39,132	18.81	45,667	21.96
14	40,822	19.63	47,639	22.90
15	42,612	20.49	49,728	23.91
16	44,502	21.40	51,934	24.97

LONGEVITY - Years of Service in District

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20th year and continuing until their 24th year.
Any employee who has served the Bound Brook School District for 24 years will be given \$1,200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2010-11

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	29,223	14.05	34,103	16.40
2	29,623	14.24	34,570	16.62
3	30,023	14.43	35,037	16.84
4	30,423	14.63	35,504	17.07
5	30,823	14.82	35,970	17.29
6-7	31,223	15.01	36,437	17.52
8	32,374	15.56	37,780	18.16
9	33,829	16.26	39,478	18.98
10	35,284	16.96	41,176	19.80
11	36,739	17.66	42,874	20.61
12	38,294	18.41	44,689	21.49
13	39,949	19.21	46,620	22.41
14	41,704	20.05	48,669	23.40
15	43,559	20.94	50,833	24.44
16	45,514	21.88	53,115	25.54

LONGEVITY. Years of Service in District

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20th year and continuing until their 24th year.
 Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25th year and continuing until their employment ends.

APPENDIX E

Paraprofessional & Instructional Aide Salary Guide

Step	2008-09	2009-10	2010-11
1	11.08	11.26	11.52
2	11.45	11.63	11.89
3	11.82	12.00	12.26
4	12.19	12.37	12.63
5	12.56	12.75	12.99
6	12.95	13.15	13.39
7	13.35	13.55	13.79
8	13.75	13.95	14.19
9	14.15	14.35	14.59
10	14.55	14.75	14.99

Attendance Officer Guide

Step	2008-09	2009-10	2010-11
0-4	33,070	34,567	36,202
5-9	34,170	35,667	37,302
10-14	35,320	36,817	38,452
15+	36,520	38,017	39,652

An Attendance Officer shall be compensated at an hourly rate of \$31.20 for 2008/09, \$32.48 for 2009/10, and \$33.88 for 2010/11 per hour for all court appearances outside of the regular workday.

Library / Media Technician Guide

Step	2008-09	2009-10	2010-11
All	40,719	42,389	44,211

Department Head Teacher Guide

Step	2008-09	2009-10	2010-11
All	4,227	4,400	4,589

APPENDIX F

Representation Fee

A Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

B Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C Deduction and Transmission of Fee

(1) Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

(2) Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C.(1) the full amount of the yearly representation fee in equal installments beginning with the first check in February.

(3) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee for the months that they were employed from the last pay check paid to said employee during the membership year in question.

** Use the appropriate term to designate all members included in the bargaining unit!*

(4) Mechanics

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

(5) Change

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(6)

New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

D. Indemnification and Save Harmless Provision

(1) Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of the Article, provided that:

(a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) if the Association so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

(2)

Exception

It is expressly understood that Paragraph 1. above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligation imposed upon it by this Article.

APPENDIX G

Workers Compensation Rights

18A:30-2.1 - Payment of Sick Leave for Service Connected Disability provides:

Whenever an employee, entitled to sick leave under this chapter, is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his employer shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 Labor and Workmen's Compensation of the revised statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.