

**Agreement Between the
Cranbury Education Association
and the
Cranbury Township Board of Education
2011-2014**

PREAMBLE

THIS AGREEMENT, entered into this 22nd day of June 2011 by and between the BOARD OF EDUCATION OF CRANBURY TOWNSHIP, Cranbury, New Jersey, hereinafter called "BOARD" and the CRANBURY EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION."

WITNESSETH:

WHEREAS, BOARD is required by law to negotiate with the ASSOCIATION on the terms and conditions of employment of teachers: and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing.

IT IS HEREBY AGREED between the parties hereto that:

ARTICLE I
RECOGNITION

The BOARD hereby recognizes the ASSOCIATION, for the years 2011-2014 as the majority representatives for collective negotiation, as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123 Laws of 1974, concerning the terms and conditions of employment for all certified personnel under contract.

- A. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Cranbury Education Association in the bargaining or negotiating unit as above defined.
- B. The term "BOARD" shall include its members and agents. The BOARD agrees not to negotiate with any organization other than that designated as the representative for those included in this agreement pursuant to Chapter 123, Laws of 1974. The Board reserves the right to meet with other employee organizations or individuals other than the majority group to hear and assess their views. A representative of the majority negotiation unit will be invited to attend upon the concurrence of the minority group or individual.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter collective negotiations in accordance with Chapter 123, Public Laws of New Jersey, 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing and be signed by the BOARD and the ASSOCIATION. Such negotiations shall begin not later than 120 days prior to the Board's required budget submission date for the calendar year in which this agreement expires unless there is mutual agreement to delay the start of negotiations.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III **GRIEVANCE PROCEDURE**

A. Definition

1. A grievance is a claim by a teacher or a representative of a teacher that involves the appeal of an administrator's interpretation, application or alleged violation of policies and agreements; and/or administrative decisions affecting the teacher. As used in this definition, the term "teacher" shall mean also a group of teachers having the same grievance.
2. An aggrieved person or grievant is the person or persons making the claim.
3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. All days referenced within this procedure shall be interpreted as calendar except where such interpretation will cause an end date to fall on Saturday, Sunday, holiday, or summer vacation and then the end date shall be extended to the next regular work day.

B. Purpose

The purpose of this procedure is to protect employee rights as defined by this Agreement; both parties agree that these proceedings will be as informal as may be appropriate at any level of the procedure. All proceedings shall be kept confidential.

C. Formal Procedure

1. The number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to party in interest, by mutual agreement the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. At all times during the processing of a grievance, teachers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been adjudicated.
4. Level One
A teacher or group of teachers with a grievance shall first discuss it with the teacher's immediate supervisor within thirty (30) days after the teacher or group knew or should have known of the occurrence of the events leading to the grievance, either directly or through a

member's representative of the Association, with the objective of resolving the matter. Any grievance not presented within thirty (30) days shall not thereafter be considered a grievance under the agreement.

5. Level Two

Within ten (10) days after the discussion with the immediate supervisor, if the matter is not resolved to the satisfaction of the aggrieved person or group, the grievant may set forth the grievance in writing and meet again with the immediate supervisor. The immediate supervisor shall communicate the decision to the grievant in writing no later than ten (10) days from the receipt of the written grievance.

6. Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may appeal the immediate supervisor's decision in writing, with the correspondence from the immediate supervisor, to the Chief School Administrator or his/her designee who shall answer, in writing, within ten (10) days.

7. Level Four

If the grievant is not satisfied with the disposition of the grievance at Level Three, copies of the grievance with copies of the correspondence may be sent to the Board of Education no later than ten (10) days after the Chief School Administrator or his/her designee has responded or failed to respond to the grievance.

Upon receipt of the grievance, the Board, or its designated committee, will call a meeting of those concerned within thirty (30) days. The Board, or its designated committee, shall endeavor to resolve the grievance within ten (10) days of the first meeting called by the Board, or its designated committee. However, the time may be extended upon mutual agreement for the parties involved. The Board, or its designated committee, shall forward its decision to all parties of interest.

8. Level Five

a. If the decision of the Board, or its designated committee, does not resolve the grievance to the satisfaction of the teacher and the Association wishes a review by an arbitrator the Association shall notify the Board through the Chief School Administrator within ten (10) school days of receipt of the Board's decision except in the case of a grievance involving any of the following points:

- i. Any matter for which a method of review is prescribed by law or any rule or regulation of State Commissioner of Education or any matter which according to law is either
 - (a) Beyond the scope of the Board authority or
 - (b) Limited to action by the Board alone
- ii. A complaint of a non-tenured teacher which arises by reason of his/her not being employed.
- iii. A complaint of an employee in a non-tenured position which is made solely by reason of the employee not being employed, re-employed, retained, or continued in his/her position.

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

- i. Within seven (7) calendar days of the notification of the Chief School Administrator, a request will be made by the Association to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- ii. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policies of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and the Association shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- d. The arbitrator's fee shall be shared equally by the Board and the Association.

D. Rights of Teachers to Representation

1. Any party in interest may be represented through Level Four of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and have the right to speak.
2. No reprisals, restraints, interference, coercion, discrimination, or intimidation of any kind, shall be taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing and follow the grievance procedure beginning at Level One.
2. Decisions rendered by Level Two which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Three, Four, and Five of the Grievance procedure shall be in writing setting forth the decision and the reason therefore promptly to all parties in interest and to the Chairman of Teacher-Board Relations Committee. If the aggrieved person or group fails to receive a response within the timelines set forth, the grievance shall move to the next level.
3. All documents, communications and records concerning a grievance shall be filed in a separate grievance file. Nothing in the teachers' personnel file shall be released without permission of the teacher. No grievance shall be used to evaluate a teacher.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendation, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
6. Throughout the entire grievance procedure, the decision at the highest level employed will be followed until that decision is reversed or until a legal decision is obtained through the courts or through agencies or the state having jurisdiction over same.

ARTICLE IV
TEACHERS' RIGHTS

- A. In accordance with existing laws, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions or employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, subject to law.
- D. Whenever any teacher is directed to appear before the Chief School Administrator, Board or any committee or member thereof concerning any matter which adversely affect the continuation of that teacher in his office, position or employment or salary or any increments pertaining thereto, then he shall be given five (5) calendar days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits register of certificated personnel, tentative budgetary requirements and allocations, agenda and official minutes of all Board meetings, census data, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of

the teachers. Information which may be necessary for the Association to process any grievance or complaint shall be provided.

- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the Middlesex County Education Association shall be permitted to transact official Association business related to the Cranbury Township School District, and the Association and its representatives shall be entitled to use school buildings at all reasonable hours for meetings, schedule permitting. These activities shall not interfere with normal operation. Requests shall be submitted to the Chief School Administration in advance of the time and place of all such meetings.
- D. The Association shall be entitled to use school facilities and office equipment, and all types of technology equipment at reasonable times when such equipment is not otherwise in use.
- E. The Association shall have use of a bulletin board in the faculty lounge.
- F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary without prior approval of the building administrator or other members of the administration. The Association representatives shall have the responsibility for the distribution of such materials.
- G. The Board shall grant up to three (3) days leave without loss of pay to the president of the Association or designee in order to attend to Association business.

ARTICLE VI **TEACHER-ADMINISTRATION LIAISON**

The Association shall select a Liaison Committee which shall meet with the Chief School Administrator at least four (4) times during the school year, if requested by either party, to review and discuss potential school problems, practices and policies affecting terms and conditions of employment and to facilitate the administration of this Agreement.

ARTICLE VII **COMMITTEES AND COUNCILS**

PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Professional Development Committee was established in September 1999 pursuant to N.J.A.C. 6:11-13.3. The Committee shall be comprised of four teachers elected by the Association and two administrative staff appointed by the Chief School Administrator. Teacher elections and administrative appointments shall comply with such procedures, standards and/or criteria developed by the Professional Teaching Standards Board and approved by the Commissioner of Education. The initial terms of charter members shall be staggered to assure continuity with half of the members serving two years and the other half serving three years. Subsequent terms of the members shall be two years. Members can be re-appointed up to three times.

- B. The Committee shall be empowered to work with the Chief School Administrator, with input from parents, community members, and local business leaders to assess in-service needs and professional development opportunities and to plan and implement professional development programs in accordance with the standards recommended by the State Professional Teaching Standards Board and approved by the Commissioner of Education. Plans developed by this local Professional Development Committee shall be presented to the County Professional Development Board and then to the Board of Education for approval based on the committee's recommendation.

INSTRUCTIONAL COUNCIL

The Instructional Council comprised of representative teachers selected by the Association and the Chief School Administrator shall plan professional seminars, review existing and new curriculum and programs for the purpose of making recommendations to the Board of Education.

ARTICLE VIII TEACHER WORK YEAR

A. Work Year

Definition of In-School Work Year:

1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
2. The in-school work year for returning teachers employed on a ten-month basis shall not exceed 185 days. Newly employed teachers will be required to work no more than 187 days.
3. All employees shall be provided with a copy of the school calendar not later than ten (10) days after its adoption by the Board.
4. If emergency closing days are not used, the school calendar will be shortened accordingly.
5. A teacher who is required to work within his/her area of certification outside of the work year will be compensated at his/her per-diem rate (as defined in Article XVI F) of pay for each day worked outside of the normal work year.

B. Work Day

1. The total workday shall consist of not more than seven (7) hours, which shall include the duty-free lunch period as guaranteed to the teachers under Article IX-C, except as noted in #2 below.
2. No more than five hours per year may be added by the Chief School Administrator to staff development days or as additional staff meetings in order to complete State Mandated professional training and/or other planned professional development training. The Chief School Administrator shall provide at least two weeks notice to all staff of the additional scheduled hour. All staff is expected to attend these extended professional development days.

3. Preparation Periods

A minimum time for a preparation period is thirty (30) minutes with a maximum of forty (40) minutes. Preparation periods can be assigned as half periods with a minimum of twenty (20) minutes per half.

a. Full-Time Employees

Teachers in preschool through fifth grade shall have six (6) preparation periods plus two (2) grade level periods per week.

Full-time teachers in sixth through eighth grade and special area teachers shall have eight (8) preparation periods plus two (2) grade level or department meetings per week.

b. Part-Time Employees

Preparation periods are pro-rated on a basis consistent with teachers' actual time worked. A minimum time for a preparation period is thirty (30) minutes with a maximum of forty (40) minutes.

Preschool through grade five elementary teachers will have one (1) preparation period for each of four (4) periods assigned and shall not exceed eight (8) preparation periods per week. Grade level or department meetings shall be counted as preparation periods.

Sixth through eighth grade (6-8) and special area teachers will have one (1) preparation period for each of three (3) periods assigned and shall not exceed ten (10) preparation periods per week. Grade level or department meetings shall be counted as preparation periods.

C. After School Supervision:

All teachers and employees who are part of the bargaining unit will assist with two (2) activities from the following list of after-school activities such as, but not limited to: interscholastic athletic contests; holiday and spring concerts; talent shows; parent information night; physical education show; play; school dances; graduation; Wax Museum; Science Fair. Supervision of activities for employees who are paid stipends will not be counted as after school supervisory activities for said employees.

ARTICLE IX NON-TEACHING DUTIES

- A. Teachers shall not be required to collect money from students when feasible.
- B. Teacher shall have a duty-free lunch period of 45 minutes except in cases of emergency. Teachers may provide supervision of students during lunch periods on a voluntary basis. Compensation will be based upon the hourly rate of non-teaching activities (Article XI.B.3).

- C. Except in cases of emergency, teachers may leave the building without requesting permission during their scheduled duty-free lunch period(s) and their preparation period. Teachers will notify the office when leaving the building.
- D. Teachers without homeroom assignments will provide supervision of students at bus arrival and departure times as part of their normal duties without extending the normal hours to be worked.

ARTICLE X
TEACHER-EMPLOYMENT

The Board of Education believes that an adequate salary schedule is needed to secure and retain teachers who are competent and to encourage teachers in service to work for professional improvement. Each teacher shall be placed on his proper step of the salary guide at the time of initial employment in accordance with the following:

- A.
 - 1. Teachers with previous teaching experience in Cranbury Township School District shall, upon returning to the system, receive full credit on the salary guide for all outside full-time teaching experience in a school duly accredited, up to four (4) years of military experience, and up to three (3) years of experience with the Peace Corps, VISTA, or National Teacher Training Corp. Such teachers who have not been engaged in other teaching or the other activities indicated above, upon returning to the system, shall be restored to the next position on the salary guide above that at which they left.
 - 2. Credit on the teacher salary guide may be given based on years of previous full-time teaching experience, upon initial employment in accordance with the adopted schedule.
 - 3. Previously unused sick leave days accumulated in the district will be restored to all returning teachers.
- B. Advanced Column Placement
 - 1. All courses beyond the Bachelors degree level must be approved by the Chief School Administrator in order for these courses to count for advancement on the salary schedule. Courses taken to meet the minimum teacher certification requirements will not count towards advanced placement on the salary guide beyond the Bachelors column, unless such courses are part of an approved, certified Masters of Education Degree.
 - 2. To qualify for placement on the Masters +30 guide, the additional graduate coursework must be coursework that was taken beyond the receipt of the Masters degree and lead to a certificate or advanced study in the current area of instruction.
- C. Non-tenured teachers shall be notified of their contract and salary status for the ensuing year not later than May 15.
- D. Falsification of documents shall result in summary dismissal.
- E. Reduction In Force:

Pursuant to N.J.S.A. 18A:28-9 et seq. the Board of Education shall have the right to reduce the number of teaching staff members employed in the District whenever, in the judgment of the

Board of Education, it is advisable to abolish any such positions for reasons of economy or because of a reduction in the number of pupils or as a result of a change in the administrative or supervisory organization of the district or for other good cause upon compliance with the law. Dismissals resulting from any such reduction shall be made on the basis of seniority according to the standards established by the Commissioner of Education.

F. Job Security and Recall

1. The Board will provide the Association with an up-to-date seniority list at regular intervals at least yearly or when any change occurs.
2. Tenured teachers who have lost their position because of a reduction in force will be placed on top of the eligible substitute list and receive priority.

ARTICLE XI
SALARIES

A. Payment of Employees

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, on the 15th and 30th of the month with the exception of item #3 following.
2. Teachers may individually elect, in writing, to have ten percent (10%) of each semi-monthly installment of their monthly salary deducted from their pay. These funds shall be payable on the final school day in June.

In the event of death, money will be paid to the named beneficiary or to the employee's estate. In the event of termination of employment, money will be issued to the employee on the date of termination.

3. When a pay day falls on or during a school holiday, or weekend, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June after completion of checkout by one of the school administrators.
5. Employment increments are not automatic. Eligibility will be determined annually by the Chief School Administrator and the Board based on satisfactory performance of all assigned and implied duties as a teacher.
6. Records necessary to substantiate years of experience and training shall be furnished by the teacher to the Chief School Administrator or Board.
7. All credits in addition to a Masters Degree must have approval of the Chief School Administrator before placement on the Masters +30.
8. With appropriate proof of completed coursework, there shall be twice yearly column adjustments for graduate credit effective July 1st and February 1st of each school year. It shall be the responsibility of the teacher to inform the Chief School Administrator in writing,

regarding any change or contemplated change in column reclassification by the beginning of the last semester of coursework.

B. Extracurricular Interscholastic Sports and Activities

1. Teacher(s) employed by the district will earn a stipend for coaching each Board-approved interscholastic sport or advising any Board-approved extracurricular activity.
 - (a) They shall assure that activities are appropriate for the age, maturity, skill, physical limitations and safety for all participants.
 - (b) They will attempt to interest as many pupils as possible by providing equal opportunity and matched competition for all participants.
 - (c) They shall conduct the activities so as to exemplify and instill good sportsmanship in all participants.
 - (d) Each coach shall receive a stipend according to the schedule of stipends listed in B.2 and will be paid at the conclusion of each coaching season.

2. Stipends for Activities:

Position	2011-2014
Head Coaches per season	\$ 3,656
Assistant Coaches per season	\$ 2,756
Athletic Coordinator per year	\$ 3,656
Student Publication per year	\$ 1,828
Eighth Grade Advisor per year	\$ 3,656
Student Council Advisor per year	\$ 3,656
Play Director per production	\$ 3,656
Play Managers per production	\$ 2,362
Mathcounts Coach per year	\$ 3,656
Yearbook Advisor per year	\$ 3,656
Science Olympiad per year	\$ 2,756

3. Employment of teachers for non-teaching assignments shall be paid at the following hourly rate:

Year	2011-2014
Rate	\$38.25

C. Definition of Terms

1. "Teacher" shall include any member of the professional staff of the Cranbury Township School District, the qualifications for whose office, position, or employment are such as to require him to hold an appropriate certificate issued by State Board of Examiners in full force and effect in this state and who holds a valid standard (permanent) or provisional (but no emergency) certificate appropriate to his office position or employment.

2. "Salary Guide" shall mean a program of salaries fixed according to year of employment and/or teaching experience.
3. a. "Full-time" shall mean the number of days of employment in each week and the period of time in each day required by the New Jersey State Board of Education under Rules and Regulations that qualify any person as a full-time teacher.
- b. "Part-time" teacher shall mean a teacher who is employed under contract to work less than 100% of full-time.
4. "Academic Year" shall mean the period between the opening day of school in the district and the last day of school as indicated by the existing school calendar.
5. "Employment Increment" shall mean an annual increase which is granted to a teacher for satisfactory performance.
6. A Bachelors Degree shall be conferred by a college or a university whose courses for such a degree are acceptable to the State Board of Examiners for Certification purposes.
7. All courses beyond the Bachelors degree level must be approved by the Chief School Administrator in order for these courses to count for advancement on the salary schedule. Courses taken to meet the minimum teacher certification requirements will not count towards advanced placement on the salary guide beyond the Bachelors column, unless such courses are part of an approved, certified Masters of Education Degree.
8. To qualify for placement on the Masters +30 guide, the additional graduate coursework must be coursework that was taken beyond the receipt of the Masters degree and lead to a certificate or advanced study in the current area of instruction.

D. Initial Salary

Whenever an individual accepts office, position, or employment as a teacher in this district, his initial placement on the salary guide shall be determined by the amount of credit for prior teaching and other experience up to and including all years, as specified in Article X A.1 and X.B.

E. Non-Applicable

The provisions of this guide shall not apply to any person who holds an emergency certificate or to persons employed as substitutes on a day-to-day basis.

ARTICLE XII
TEACHER ASSIGNMENTS

- A. 1. Any change of employment assignments shall be made in writing not later than July 15, except in case of emergency.
2. The Chief School Administrator shall give notice of assignment to new teachers as soon as practicable.

3. In the event that changes in such schedules, class and/or subject assignment, or room assignment are proposed after July 15, any teacher affected shall be notified promptly in writing.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, unless an emergency situation exists and the teacher agrees to such an assignment.
 - C. Teachers who may be required to use their own automobiles in performance of their duties shall be reimbursed for all such travel according to N.J.S.A. 18A:11-1

ARTICLE XIII
VOLUNTARY TRANSFERS AND REASSIGNMENT

- A.
 1. No later than May 15 of each school year, the Chief School Administrator shall post a list of the known vacancies which shall occur during the following school year. This shall be kept current and posted in the faculty room and main office.
 2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Chief School Administrator. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and in order of preference.
 3. By June 1st or as soon as practicable, the Chief School Administrator shall post a schedule showing the names of all teachers who have been reassigned and the nature of such reassignment. This should be posted in the faculty room and main office.
- B. If a teacher's request for a voluntary assignment is denied, it may be made the following school year.

ARTICLE XIV
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and in case of an emergency, not later than July 15.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Chief School Administrator, at which time the teacher shall be notified of the reason. The teacher may, at his/her option, have an Association representative present at such meeting.
- C. A list of open positions in the school shall be made available to all teachers. Teachers may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE XV
TEACHER EVALUATION

- A.
1. All monitoring and observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
 2. The whole process of observation, conference, and written evaluation shall be done in a timely manner as each component relates to the other.
 3. Formal written evaluations shall be provided for non-tenured teachers three (3) times per year.
 4. A formal written evaluation shall be provided for tenured teachers one (1) time per year.
 5. The supervisor or administrator who conducts the observation shall give the teacher the opportunity for an informal post-observation conference with him/her within ten (10) calendar days of the observation. The purpose of the conference is to review the lesson observed and for both the supervisor and the teacher to clarify matters relevant to the observation.
 6. A teacher may request a draft copy of the class-visit or evaluation report and have an opportunity to review it at least one (1) day before the conference.
 7. The supervisor shall provide the teacher with a final written evaluation of the observation within five (5) calendar days of the said conference.
 8. The teacher shall have two (2) calendar days after the receipt of the written evaluation to sign it. Teachers shall be required to sign only complete written evaluations of the observation. Such signature indicates neither agreement nor disagreement with the written evaluation of the observation.
 9. If he/she desires, the teacher may respond in writing within ten (10) calendar days to a written evaluation of the observation. The teacher's response shall be signed and dated by both the teacher and supervisor, and attached to the evaluation.
- B.
1. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year, a teacher shall have the right to indicate those documents and/or the materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator and, if he/she, in his/her judgment, and in accordance with appropriate rules and regulations decides they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the teacher.
 2. No material derogatory to the teacher's conduct, service, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he/she has reviewed such material by affixing his/her initials and/or signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also

have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

3. The Board agrees to respect and protect the confidentiality of personal references, academic credentials and other similar documents. The district shall maintain a separate medical file for each employee.
 4. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person (which are used in evaluation of the teacher in any manner) shall as soon as possible or in no case more than five (5) days of the making of the complaint, be brought to the teacher's attention. The teacher shall have the right to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. Complaint based on hearsay or received from anonymous sources shall summarily be disregarded.
- C. Final written evaluation of a teacher upon termination of his employment shall be concluded prior to severance, if possible, and no document and/or material shall be placed in the personnel file of such teacher after severance.

ARTICLE XVI LEAVES OF ABSENCE

LEAVES OF ABSENCE

It is requested that, while the following leaves are available when necessary, the typical professional employee will not expect to take every possible leave day. At the beginning of the school year, full-time teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

A. Bereavement

1. In the event of death in the immediate family, an allowance of up to five (5) days per year shall be granted. Immediate family is defined as the teacher's spouse, child, grandparent, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, or any other friend or relative domiciled with the employee.
2. In the event of death of any other relative or close friend, an allowance of one (1) day shall be granted up to a total of two (2) days per school year.
3. Part-time teachers who work less than 5 days per week shall receive bereavement leave pro-rated by the FTE (full-time equivalent). Part-time teachers who work a 5-day a week schedule shall receive the same number of bereavement days as a full-time employee. It is pro-rated through the daily abbreviated schedule.

B. Personal Absence

1. Up to four (4) days of absence for personal, legal business, household or family matters which require absence during school hours. Notification to the teacher's Chief School Administrator for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the notifier for such leaves shall not be required to

state the reason for taking such leave other than he/she is taking it under this section. Personal day(s) will not be granted for purpose of extending any scheduled school calendar holiday.

2. Part-time teachers who work less than 5 days per week shall receive personal leave pro-rated by the FTE (full-time equivalent). Part-time teachers who work a 5-day a week schedule shall receive the same number of personal days as a full-time employee. It is pro-rated through the daily abbreviated schedule.

C. Other

1. Other days will be granted for the purpose of visiting other schools or attending meetings or conferences of an educational or professional nature with prior approval of the Chief School Administrator.
2. Time necessary for appearance in any legal proceedings connected with the Teacher's employment or with the Cranbury Township School District, or in any other legal proceedings when subpoenaed as a witness only.

D. Sick Days

1. a. All teachers shall be entitled to ten (10) sick days each school year as of the first official day of said school year, whether or not they report for duty on that day unless they are on unpaid leave of absence or unpaid disability leave.
b. Part-time teachers who work less than 5 days per week shall receive sick leave pro-rated by the FTE (full-time equivalent). Part-time teachers who work a 5-day a week schedule shall receive the same number of sick days as a full-time employee. It is pro-rated through the daily abbreviated schedule.
2. Teachers hired to begin work after the first day of school shall be entitled to one day of sick leave for each full month remaining in the school year. The entire amount of sick leave creditable on this basis shall be available to the employee as of his/her first day of scheduled employment. The terms of this paragraph shall also apply to teachers who return from an unpaid leave of absence after the first day of school and who did not work at any time during that academic year.
3. Sick leave is defined as absence due to personal illness, injury or quarantine. Unused sick leave will accumulate from year to year with no maximum limit.
4. Additional days due to illness beyond the accumulated sick leave may be granted by the Board of Education on a case by case basis, less substitute's pay as provided in N.J.S.A. 18A:30-6.
5. Any employee, who retires on or after July 1, 2004, as defined by the Teachers Pension and Annuity (TPAF) Fund will receive a service longevity stipend. In order to receive the stipend, the teacher must inform the Board of his intent to retire on or before January 15th of the year of retirement in order to receive the stipend on July 15th of the same year. Failure to notify the Board on, or before, January 15th will result in the payment being made in the following year on July 15th.
6. Upon retirement, teachers shall receive:

- a. \$20 per unused sick day, up to a maximum of 200 days (\$4,000).
- b. Teachers who have twenty (20) or more years of service in the Cranbury Township School District are eligible for an additional stipend of three thousand seven hundred fifty dollars (\$3750).

E. Family Illness

1. In the event of serious illness in the immediate family, an allowance of up to five (5) days (non-cumulative) per year shall be granted.
2. Part-time teachers who work less than 5 days per week shall receive family illness leave pro-rated by the FTE (full-time equivalent). Part-time teachers who work a 5-day a week schedule shall receive the same number of family illness days as a full-time employee. It is pro-rated through the daily abbreviated schedule.

F. Pro-Ration of Temporary Leave

All of the provisions of this article are based on a teacher working the entire work year. All of the temporary leave provisions will be pro-rated for teachers who do not work the entire work year.

Loss of a day's pay for absence other than stipulated in this Agreement shall be computed as 1/200 of the annual salary for 10 month employees. The total deducted from the employee's pay and the number of days for which the deduction is made shall appear in a statement of earnings and deductions of the pay period from which the deduction is made.

G. Military Leave

Military leave shall be granted to regularly employed staff members and shall not break the employment continuity. The time of military service shall count toward accrued time in obtaining longevity.

H. Disability Leave

1. Any teacher who anticipates undergoing a state of disability, such as but not limited to surgery, hospital confinement, medical treatment, may apply for a leave of absence based upon said disability in accordance with provisions hereinafter set forth.
2. All teachers anticipating a state of disability shall notify the Chief School Administrator of the condition expected to result in disability as soon as the condition which may result in disability is known.
3. Any teacher who desires to continue in the performance of his or her duties during a period prior to a state of disability shall be permitted to do so provided said teacher produces a statement of his or her physical condition stating that said teacher is physically capable of continuing to perform his or her said duties.
4. The Board shall not remove any teacher from his or her duties except on any of the following bases:

- (a) Performance: The teacher's performance has substantially declined from the time immediately prior to the disability.
 - (b) Physical Incapacity: The Teacher's physical condition or capacity is such that his or her health would be impaired if he or she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
 - (1) The teacher fails to produce a certificate from his or her physician that he or she is medically unable to continue teaching, or
 - (2) The Board's physician and the teacher's physician agree that he or she cannot continue teaching, or
 - (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation, in which case, a third impartial physician agreed upon by the teacher and the Board, shall be appointed to examine the teacher and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
 - (c) Just Cause: Any other "just cause" as defined in N.J.S.A. Title 18-A.
5. The teacher requesting a leave under the provisions of Section H shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
 6. The teacher requesting leave under Section H must produce a statement of his or her physician stating that the teacher is or will be disabled pursuant to Section H.1. The statement must include anticipated commencement and termination dates of said disability. In the event of a disagreement by the medical examiner of the Board of Education, the provisions of Section H.4.b.3 shall be followed.
 7. Provided the stipulations above are complied with by the teacher, the Board will grant an unpaid leave of absence to a teacher for a period not to exceed one (1) school year unless extended by a maximum of thirty (30) days by mutual consent.
 8. The Board retains the right to set the commencement and return date for said leave in order to avoid interference with the administration of the school or with the education of its students.
 9. The Board shall have the right to require any teacher who has been on a disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his or her physician stating that he or she is capable of resuming his/her duties. In the event of a difference of opinion between the employee's physician and the medical examiner of the Board relative to the resumption of duties of said teacher, the provisions of Section H.4.b.3 shall be followed.
 10. During the period of actual disability, a teacher 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.

11. The provisions of Section H 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.
12. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a full salary guide step if he or she works more than 120 teaching days. Working less shall result in no advancement on the salary guide. A part-time teacher will be granted an advancement on the salary guide if his or her days of attendance equal 65% or more of her contracted work time. Working less than 45% of the contracted work time shall result in no advancement on the salary guide.
13. Disability Leave with pay may be granted by the Board for good cause.

I. Maternity Leave

1. At the employee's request, the Board shall grant a leave of absence for maternity disability for a period not to exceed the employee's present contract (June 30). The employee seeking such a leave of absence for reasons associated with maternity disability shall file a written request with the Chief School Administrator at least sixty (60) days in advance of the anticipated date of the birth. Such request shall include the anticipated date of birth and the anticipated date on which the employee expects to return. Unless the employee on leave has accumulated sick days available and is otherwise able to use sick leave, such maternity disability leave of absence shall be without pay.
2. Maternity disability leave may start sooner than requested should the employee's condition (mental or physical) warrant this action.
3. No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return. A physician's statement certifying she is physically able to return to work may be required by the Board.
4. A maternity disability beyond the expiration of the statutory twenty (20) working days shall be extended for a reasonable period of time at her request. If the requested extension of the return date is for other than the September opening or the beginning of an academic quarter, the parties may adjust the date in consideration of both medical evidence and administrative feasibility. When supported by medical evidence, the employee may elect to use accumulated sick leave for this extended period.
5. Advancement on the salary guide shall be based upon the date of commencement of the maternity leave. The teacher will be granted a full salary guide step if she works more than 120 teaching days. Working 120 days or fewer shall result in no advancement on the salary guide.

J. Family Leave

An employee seeking an unpaid leave of absence for reasons of family leave shall file a written request of such leave with the Chief School Administrator sixty (60) days in advance of the date on which said leave is to commence. The request shall specify therein the date on which said employee expects to return. The Board shall honor the leave dates as requested subject to the following terms and conditions:

1. The family leave may be requested either singly i.e., exclusive of any disability leave for the pregnancy itself, or in conjunction with and supplemental to a pregnancy disability leave. In either instance, however, the teacher may not be absent from teaching duties beyond one (1) year from the birth of child, unless extended by a maximum of thirty (30) days by mutual consent to facilitate J.3 below.

When the family leave is granted in conjunction with pregnancy, it is recognized that there will be an overlap between the time requested for the purpose of child care and the disability associated with pregnancy. In effect, there would be no two leaves for two purposes, a part of each running concurrently. As such, the right of the teacher to use accumulated sick leave during the pregnancy disability period is applicable, as per I.4 (above).

2. In the case of an employee adopting a child, family leave shall commence upon receipt of custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
3. The Board retains the right to set the return date for said leave in order to avoid interference with the administration of the school or with the education of its students as per provision J.1 (above).
4. Advancement on the salary guide shall be based upon the date of commencement of the family leave. The teacher will be granted a full salary guide step if he or she works more than 120 teaching days. Working 120 days or less shall result in no advancement on the salary guide.

ARTICLE XVII **SABBATICAL LEAVE**

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, and for other reasons of value to the school system to the following conditions:

- A. The teacher has completed at least seven (7) full years of service in the Cranbury Township School District, and is completely and thoroughly trained and certified for the teaching position which he/she occupies.
- B. A teacher may not be granted a sabbatical leave more often than once every seven (7) years.
- C. A teacher on sabbatical leave for a school year may be paid by the Board at one-half (1/2) his/her regular salary or full pay for one semester leave.
- D. Salary payments will be made on the same basis as the regular staff payroll, unless a request is made for payment at less frequent intervals. In no event shall such payment be advanced.
- E. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) teacher, at any one (1) time, according to competence, seniority and benefit to the school.
- F. Requests for sabbatical leave must be received by the Chief School Administrator in writing in such form as may be mutually agreed upon by the Association and the Chief School Administrator no later than January 15 and action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.

The request shall be accompanied by a written plan outlining how the sabbatical leave would be used to benefit Cranbury School.

- G. Full pension payment on full contract salaries must be paid by the teacher on sabbatical leave to sustain full pension rights.
- H. Upon return from sabbatical leave, a teacher shall be placed on the salary guide at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- I. Any teacher who has taken a sabbatical leave will, upon completion of such leave, remain as an employee within the Cranbury Township School District for a period of no less than two (2) school years.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

The Board shall reimburse teachers for tuition and registration fees incurred in the pursuit of graduate level courses at accredited institutions of higher education in accordance with the following conditions:

1. If the teacher receives outside aid for courses, the teacher will not be reimbursed for these courses to the extent of the aid.
2. Teachers may take a maximum of nine (9) credits per fiscal year.
3. Reimbursement will be for the actual registration fees and tuition cost per credit up to the prevailing in-state rate at TCNJ (The College of New Jersey).
4. Teachers need to apply for the coursework reimbursement in accordance with the regulations and forms written by the Chief School Administrator and a teacher-administration liaison representative.
 - a. Such applications must be received on or before January 10th for any coursework reimbursement for the subsequent year. The teacher fills out a projection sheet to inform the Chief School Administrator of how many credits he/she is planning to take in the next school year.
 - b. Teachers then need to receive prior written approval of the Chief School Administrator and the Board of Education before beginning a course(s) each semester by completing a course approval form.
 - c. Verification, including a final grade report, course reimbursement form, and proof of payment, must be presented to the business office within 60 days of the completion of the course.
5. The maximum Board expenditure for graduate level coursework reimbursement shall be \$50,000 per year.

6. In the event that the cap is exceeded, the cap will be divided by the total number of planned credits by May 30th of the preceding school year; the resultant quotient will be the amount paid per credit during the next school year; remaining monies after such payments are completed shall be equitably distributed among all teachers who were eligible for reimbursement in the first September bill list.
7. The course(s) is/are directly related to the teacher's current job, duties, responsibilities, or the field of education; courses taken to meet the minimum teacher certification requirements are not eligible for consideration under this article.

B. All Other Professional Development

1. Regardless of whether a teacher is full-time or part-time, all teachers will be required to attend all in-service days. Part-time employees will be compensated at a pro-rated basis for time that exceeds their normal work week for attending any in-service.
2. The Board will pay the allowable expenses, including fees, meals, lodging, and/or transportation incurred by teachers who attend local and out-of-town workshops, seminars, conferences, or other professional improvement sessions; or who observe classes at local schools during the school year. Prior approval for such attendance must be given by the Administration, followed by the Board as defined in Policy 3440.
3. Teachers who attend summer workshop(s) at the request of the Administration shall be paid all expenses as in B.2 above plus the current contractual hourly rate for the hours in attendance.
4. Teachers shall file a voucher with receipts for reimbursement as defined in Policy 3440.
5. Teachers requesting to attend a summer workshop that is not required by the Administration shall not be paid expenses or an hourly rate.

ARTICLE XIX
PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. The Board shall reimburse a teacher up to \$150 or the amount of the deductible portion of the teacher's personal insurance for any damage or destruction of clothing or personal property of the teacher's while on duty in the school, on the school premises, or on a school-sponsored activity. Teachers should use personal insurance coverage, where it exists, to pay for covered losses.

ARTICLE XX
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

When in judgment of a teacher, a student is by his/her behavior seriously threatening the student's own safety, the safety of other students or the teacher, the teacher may temporarily exclude the student from the classroom and refer the student to the Chief School Administrator. In such cases, the Chief School Administrator shall arrange as soon as possible and under normal circumstances, not later than the

conclusion of the following school day, a conference with the teacher and possibly an appropriate specialist to discuss the problem. No teacher shall be required to work in unsafe or hazardous conditions.

ARTICLE XXI
INSURANCE

The Board shall carry master insurance contracts that shall provide major medical protection, prescription drug coverage and dental coverage available to each half-time or greater employee and his/her eligible dependent(s) as defined in the sections below.

Employee contribution toward the health benefit package will be 1.5% of pensionable base salary or 10% of the actual cost of the health benefit package, whichever is greater.

A. Medical Insurance

1. Direct Access Plan

All employees are eligible to enroll in the Direct Access Plan. Co-payment is fifteen dollars (\$15) per in-network doctor visit. Maximum out-of-pocket in-network costs will be \$500 per individual/\$1,000 per family per year. Out-of-network services will be provided at 70% co-insurance after deductibles of \$2,000 per individual/\$5,000 per family with maximum out-of-pocket costs of \$2,500 per individual/\$5,000 per family per year. In addition out-of-network well- childcare benefits are at 70% co-insurance with no deductible. This enhanced national Blue Cross/Blue Shield network of physicians is larger than the network of physicians provided by the former POS Managed Care Plan, and eliminates the necessity of obtaining referrals from primary care physicians.

2. Traditional Indemnity Plan

All tenured employees who wish to enroll in the Traditional Indemnity Plan must pay the difference in premium costs between the Traditional Plan and the Direct Access Plan for whatever coverage they have requested. The Traditional Indemnity Plan has a deductible of four hundred dollars (\$400) for single coverage, and eight hundred dollars (\$800) for dependent coverage. The co-insurance is eighty percent (80%) after deductible. The maximum out-of-pocket costs will be \$1,000 per individual/\$2,000 per family per year.

Employees hired on, or after, January 1, 2005 are eligible for coverage only in the Direct Access Plan for the first three (3) years of employment in the Cranbury Township School District.

Employees who have worked more than three (3) full years for the Cranbury Township School District may select either one of the Medical Insurance Plans described above at the beginning of their fourth year of employment.

B. Prescription Insurance

The Board of Education shall provide a mandatory generic Prescription Drug Insurance Coverage Plan for all employees and their dependents with these co-payments:

2011-2014	Mail Order (90 day):
	\$0 Generic; \$10 Preferred; \$25 Non-Preferred

Retail:
\$25 Generic, \$35 Preferred; \$50 Non-Preferred

C. Dental Insurance

The Board of Education shall offer a choice between two (2) Dental Insurance Coverage Plans to all employees and their dependents. Plan #1 shall be fully Board paid coverage. Employees who elect Plan #2 shall pay the difference in premium above the premium cost for Plan #1. The level of services provided is as follows:

<u>Service</u>	<u>Plan #1</u>	<u>Plan #2</u>
Preventive and Diagnostic Care	70%	80%
Remaining Basic & Crown Services	50%	50%
Prosthodontics	50%	50%
Orthodontic Benefits	None	50%
Deductible		
Single	\$25	\$0
Family	\$75	\$0
Maximum Yearly Limit	\$1,000	\$1,500
Maximum Orthodontic Lifetime Limit	N/A	\$3,000

The Board shall have the right, after notification to and consultation with the Association, to change Major Medical, Prescription or Dental insurance carriers so long as the same or substantially equal or increased benefits as described above are provided.

Employees who can provide proof of alternate medical, prescription and dental insurance coverage and wish to waive the rights to the district's benefits shall receive annual compensation of \$3,500. Payments will be made at a pro-rated basis and added to the employee's regular paycheck. An employee who has waived coverage may elect to resume coverage of benefits during the annual open enrollment period or when a change in life event occurs. Individual employees who wish to may purchase prescription and/or dental coverage at the group rate.

The Board will provide an IRS Section 125 plan to all teachers, subject to applicable regulations of the Internal Revenue Service, for the federal income tax-free payment of employee contributions, medical savings accounts and child care savings accounts.

The Board shall provide to each employee a description of the health-care insurance coverage provided under this article.

ARTICLE XXII
PERSONAL AND ACADEMIC FREEDOM

- A. The Board and Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system.

- B. The Board and the Association agree that teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof will be grounds for disciplinary action or discrimination with respect to the professional employment of such teacher, providing that such activities do not violate the Constitution of the United States.

ARTICLE XXIII
COMPLAINT PROCEDURE

A. Statement of Purpose

To provide procedures for the investigation of a complaint and its resolution as expeditiously as possible for those who are under the aegis of the Board.

B. Procedure Steps

- Step 1 - Said person(s) under the aegis of the Board must confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through Step Two.
- Step 2 - Any complaint unresolved under Step One will be reviewed by the Chief School Administrator in an attempt to resolve the matter to the satisfaction of all parties concerned.
- Step 3 - Any complaint unresolved at Step Two must be submitted in writing within three (3) school days by the complainant to the Chief School Administrator who shall forthwith forward a copy to the teacher or teachers involved.
- Step 4 - Upon receipt of the written complaint, the Chief School Administrator shall confer with all parties within five (5) school days. The teacher has the right to be present at all meetings of the Chief School Administrator and the complainant. All parties shall have the right of representation by any representative of the parties choosing. Notification to the Chief School Administrator of this decision is to be made ten (10) days prior to the agreed upon meeting date. After such notification the Chief School Administrator shall forthwith notify the other party.
- Step 5 - If the Chief School Administrator is unable to resolve this complaint to the satisfaction of all parties concerned he shall forward the results of his investigation, along with his recommendation, in writing, within five (5) school days to the Board of Education and a copy to all parties concerned.
- Step 6 - After receipt of the Chief School Administrator's findings and recommendations, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board of Education and show cause why the Chief School Administrator's recommendations should not be followed. All parties shall have the right of representation by any representative of the parties' choosing.
- Step 7 - Copies of the action taken by the Board of Education shall be, within three (3) school days forwarded to all parties.

C. Minutes shall be kept of all meetings except Step One.

- D. The time limits set forth are goals and may be extended by mutual agreement. In special cases, an additional three (3) days extension shall be granted when required by either party.

ARTICLE XXIV
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the Cranbury Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct.
- B. Each of the associations named above shall certify the Board, in writing, the current rate of its membership dues and shall give the Board written notice prior to the effective date of such change.

ARTICLE XXV
REPRESENTATION FEE

- A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., September 1 to 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 majority representative.

- B. Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

- C. Deduction and Transmission of Fee

1. Notification - On or about September 15th 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 provide the Board with 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 paycheck in February.
3. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
4. The Association shall save the Board harmless from any claim raised against it by an employee as a result of fulfilling its obligation under this article.

ARTICLE XXVI
TERMS AND CONDITIONS OF EMPLOYMENT

The Board reserves to itself the general mandatory powers and duties as defined in Title 18A-11-A, consistent with Title 18A:11-1 and present Board policies relating to terms and conditions of employment in force during the contract period.

Proposed new Board policies or modifications of existing Board policies relating to terms and conditions of employment for this contract period shall be negotiated with the Association before they are established.

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the items contained herein for the terms of said Agreement, and the Board shall carry out the commitment contained herein and give them full force and effect as Board policy.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all parties, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, natural origin, ancestry, age, marital status, affectional or sexual orientation, gender, religion, disability or socioeconomic status.
- D. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all teachers now employed, or hereafter employed.
- E. Whenever notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing.
- F. 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 not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

CRANBURY TOWNSHIP SCHOOL DISTRICT
Salary Guides

<u>2011-2012</u>			
<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
1	\$50,100	\$51,500	\$53,000
2	\$50,100	\$51,500	\$53,000
3	\$50,100	\$51,500	\$53,000
4	\$50,500	\$52,500	\$53,200
5	\$51,500	\$53,200	\$54,300
6	\$52,500	\$54,300	\$54,800
7	\$53,200	\$54,800	\$56,500
8	\$54,300	\$56,500	\$58,000
9	\$54,800	\$58,000	\$59,500
10	\$56,500	\$59,500	\$60,500
11	\$58,000	\$60,500	\$60,750
12	\$59,500	\$60,750	\$62,000
13	\$60,750	\$62,000	\$64,000
14	\$62,000	\$64,000	\$66,000
15	\$64,000	\$66,000	\$72,000
16	\$71,700	\$72,000	\$80,860
17	\$72,000	\$80,860	\$86,110
18	\$80,860	\$86,110	\$89,160

<u>2012-2013</u>			
<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
1-3	\$53,000	\$53,300	\$53,500
4	\$53,300	\$53,500	\$53,700
5	\$53,500	\$53,700	\$54,000
6	\$53,700	\$54,000	\$54,500
7	\$54,000	\$54,500	\$55,000
8	\$54,500	\$55,000	\$57,000
9	\$55,000	\$57,000	\$58,500
10	\$57,000	\$58,500	\$59,500
11	\$58,500	\$59,500	\$61,000
12	\$59,500	\$61,500	\$62,000
13	\$61,000	\$62,500	\$64,500
14	\$62,000	\$64,500	\$66,500
15	\$64,500	\$66,500	\$68,000
16a	\$66,500	\$68,000	\$72,000
16b	\$68,000	\$72,000	\$76,000
17a	\$72,000	\$76,000	\$80,860
17b	\$76,000	\$80,860	\$86,110
18	\$80,860	\$86,110	\$89,160

<u>2013-2014</u>			
<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
A	\$53,300	\$53,500	\$54,000
B	\$53,500	\$54,000	\$55,000
C	\$54,000	\$55,000	\$56,000
D	\$55,000	\$56,000	\$57,000
E	\$56,000	\$57,000	\$58,000
F	\$57,000	\$58,000	\$59,000
G	\$58,000	\$59,000	\$60,000
H	\$59,000	\$60,000	\$62,000
I	\$60,000	\$62,000	\$64,000
J	\$62,000	\$64,000	\$66,000
K	\$64,000	\$66,000	\$67,000
L	\$66,000	\$67,000	\$68,000
M	\$67,000	\$68,000	\$70,000
N	\$68,000	\$70,000	\$72,000
O	\$70,000	\$72,000	\$76,000
P	\$72,000	\$76,000	\$80,860
Q	\$76,000	\$80,860	\$86,110
R	\$80,860	\$86,110	\$89,160

<u>LONGEVITY*</u>	
<u>District</u> <u>Years of</u> <u>Service</u>	<u>2011-14</u>
10-12	\$2,600
13-15	\$3,200
16-18	\$3,825
19-21	\$4,400
22-24	\$5,000
25+	\$6,000

*Effective July 1, 2011, employees who begin their employment with the Board on or after July 1, 2011 shall not be eligible for longevity.

ARTICLE XXVIII
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2014. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

For the Board of Education:

Alma Schwab
President

Joseph Picanello
Secretary

6/24/11
Date

For the Association:

Catherine M. Elliott
President

Laura J. Kelly
Secretary

6-23-11
Date