

AGREEMENT BETWEEN
THE SOUTH AMBOY BOARD OF EDUCATION
AND
THE SOUTH AMBOY EDUCATION ASSOCIATION

July 1, 2014
thru
June 30, 2017

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PREAMBLE

This Agreement entered into, by and between the Board of Education, South Amboy, New Jersey, hereinafter called the "Board" and the South Amboy Education Association, hereinafter called the "Association."

WITNESSETH

In consideration of the following mutual covenants, it is hereby agreed by the parties as follows:

ARTICLE I — RECOGNITION

A. Unit

The Board recognizes the Association as the exclusive negotiators representing classroom teachers, paraprofessionals, nurses, guidance counselors, counselors, media specialists, home instruction teachers, special service personnel, technology coordinator, permanent substitutes, Dean of Students, ISS teacher and extra-curricular and coaching personnel, all secretaries who are employed with a contract on a full or part-time basis, all custodial, custodial/maintenance and maintenance personnel employed on an annual contract and working four (4) hours per day, employed by the Board but excluding administration, supervisors, supervisory custodian, and confidential secretaries.

B. Definitions:

1. "Teacher" when used in this Agreement, shall mean any certificated staff member.
2. "Paraprofessional" when used in this Agreement shall mean any paraprofessional.
3. "Custodian" when used in this Agreement, shall mean all custodial and maintenance personnel.
4. "Secretary" when used in this Agreement, shall include all secretarial staff under contract on a full-time or part-time basis, excluding confidential secretaries.
5. "Employee" when used in this Agreement, shall mean any unit member.

C. References to males shall include females, and references to females shall include males.

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on terms and conditions of employment.
- B. Consistent with NJS 34:13A-1 et seq., the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- C. The Board will make available to the Association, upon request, any information that is a public document in accordance with the Open Public Records Act and/or common law.
- D. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.
- E. This Agreement incorporates the entire understanding of the parties on matters which were subject of negotiation. During the term of this Agreement, neither party shall be subject to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- G. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit, defined as any practice related, to terms and conditions of employment that is the result of all of the following: (1) consistent and ascertainable conduct, (2) engaged in for some reasonable length of time, (3) of which both parties are aware, (4) which does not vary the express written terms of this contract, and (5) which is in response to a given 'set of' specific circumstances and conditions, existing prior to the effective date of this contract.
- H. Whenever members of the bargaining unit are mutually scheduled by the parties here to participate during working hours in conferences, meetings, or in negotiations respecting the Collective Bargaining Agreement, they will suffer no loss in pay. One custodial/maintenance employee will be permitted to participate in negotiations during his/her work shift (if the meeting is scheduled during his/her shift) with no loss in pay.

ARTICLE III — GRIEVANCE PROCEDURE

Definition

1. A "grievance" shall mean a complaint by an employee or employees of the South Amboy Public School system that there has been to him or to them a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of this Agreement, an administrative decision, or an established policy governing employees. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter which, according to law or rules or regulations set forth 'by the' Commissioner of Education, is either beyond the scope of Board authority or limited or unilateral action by the Board alone or a complaint of a non-tenure employee which arises by reason of his not being re-employed.
2. "Work day" shall mean the actual days scheduled for an employee according to their unit. i.e. teachers, custodians, secretaries, and paraprofessionals.

Procedure

LEVEL ONE:

1. **Teachers, Paraprofessionals, Custodians, Secretaries:** A grievance to be considered under this procedure must be initiated by the employee or the Association within ten (10) work days of its occurrence or within ten (10) work days after the employee would reasonably be expected to know of its occurrence.
2. Any employee who has a grievance shall discuss it first with his/her principal, administrator and/or supervisor in an attempt to resolve the matter informally.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall set forth his grievance in writing to the principal, administrator or supervisor specifying:
 - (a) The nature of the grievance by article and section of the contract.
 - (b) The nature and extent of the injury, loss, or inconvenience.
 - (c) The relief sought by the aggrieved.
 - (d) The date of the occurrence.

The principal, administrator or supervisor shall communicate his decision to the employee in writing within five (5) work days after personal receipt of the written grievance.

4. If the aggrieved is a secretary employed in the Superintendent's office he or she will commence the Level One grievance procedure at Level Two and

substitute the "Superintendent" for "appropriate administrator" when it appears.

Superintendent shall communicate his or her decision to the secretary in writing within five (5) work days after personal receipt of the written grievance.

LEVEL TWO:

The employee may appeal the principal's, administrator's or supervisor's decision to the Superintendent of schools within ten (10) work days of the receipt of the principal's, administrator's or supervisor's decision. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and the aggrieved's dissatisfaction with decisions previously rendered. The Superintendent may request a report on the grievance from the principal, and shall confer with the concerned parties. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.

LEVEL THREE:

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing within ten (10) work days through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested and render a decision in writing within thirty (30) calendar days. (This shall be the terminal step of the grievance procedure for paraprofessionals, except where otherwise required by law.)

LEVEL FOUR:

1. If an employee is dissatisfied with the decision of the Board of Education and if the matter pertains to the provisions of this Agreement between the Board of Education and the Association, the Association may request the appointment of an arbitrator, except in the case of a grievance involving the following: a complaint by any employee occasioned by appointment to or lack of appointment to, retention in any position for which tenure is either not possible or not required; such request to be made known to the Superintendent no later than ten (10) work days after written decision of the Board of Education was made known.
 - (a) The following procedure will be used to secure the services of an arbitrator: A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to

function as an arbitrator in the dispute in question. The parties will then be bound by the rules of the Public Employment Relations Commission.

- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing nor subtract anything from the Agreement between the parties or any policy of the Board of Education. If the decision of the Board of Education is taken to arbitration, then the decision of the arbitrator shall be binding upon the parties except that grievances based on past practices shall be limited to advisory arbitration and administrative decisions which do not change past practices shall be limited to an appeal to the Board of Education. The employee may request the Association to pursue arbitration. The Association shall determine the merits of the grievance before going to arbitration. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
 - (c) The parties shall be responsible for all cost incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.
2. Any grievant may represent himself/herself through Level Three of this procedure. The Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.
 3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Any personnel action or formal charges brought against an employee by the Board or their administrators and if the charge or charges are found warranted, such notices, appeals and letters of decision will become part of the employee's personnel file.
 4. 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.
 5. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of this grievance procedure.

6. No reprisals of any kind shall be taken by the Board or by any member of the administration against any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
7. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.
8. If, in the judgment of the Association, a grievance does not involve the building principal, the Association may submit such grievance to the Superintendent directly and the processing of such grievance shall commence at Level Two.

ARTICLE IV — EMPLOYEE AND BOARD RIGHTS

- A. Pursuant to Chapter 123, New Jersey Statutes 1974, the Board hereby agrees that every employee of the Board covered by this Agreement has the right to freely organize, join, and support the Association for the purposes of engaging in collective negotiations with the Board and partake in other concerted lawful activities for mutual aid and protection in accordance with Chapter 123, Statutes of the State of New Jersey, 1974. The Board agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or his participation in any lawful activities of the Association. Further, the Board will not discriminate against any employee because of institution of any grievance as provided in Article III herein.
- B. Nothing contained herein shall be construed to deny or restrict any employee or the Board of such rights as they may have under New Jersey school laws and regulations. The rights granted to employees and the Board herein shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any change or inquiry into a matter which could adversely affect the continuation of that employee in his office position, or employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a designated representative of the Association present to advise him and represent him during such meeting or interview.
- D. No employee shall be prevented from wearing pins or other identification of membership in this Association or its affiliates.

E. The Association agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement

F. **Discipline**

1. Teachers/Paraprofessionals:

No employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment or increase, terminated, deprived of any form of occupational advantage or benefit have his/her employment contract or status not renewed or not continued, or any other form of discipline without just cause. Any such action shall be subject to binding arbitration pursuant to N.J.S.A. 34:13A-29.

2. Secretaries:

No employee shall be disciplined without just cause.

The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's conduct and/or attendance negatively affect his/her job performance.

Discipline may include oral and/or written reprimands, increment withholdings, and fines or suspensions with or without pay, if consistent with law, but shall not include the nonrenewal of a non-tenured employee, mid-contract terminations consistent with individual contracts, the withholding of increments of an employee for predominantly evaluative reasons and the certification of tenure charges against an employee. Any such disciplinary action shall be subject to the grievance procedure set forth in Article III of this Agreement.

3. Custodian/Maintenance:

No employee shall be disciplined, reprimanded, terminated or reduced in compensation without just cause. Any such action asserted by the Board, or any agent representing thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee, be subject to the grievance procedure.

- G. The Board may adopt, post and distribute work rules and regulations provided that these rules and regulations are not contrary to or in conflict with this Agreement, or any statute or regulation.
- H. A mutually agreed upon staff room shall be provided for exclusive use of employees.
- I. Every employee shall be given an individual mailbox.
- J. No student's grade shall be changed without prior written notice to the teacher issuing that grade.
- K. Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
- L. No information pertaining to an employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The employee shall also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent or his designee and attached to the filed copy.

ARTICLE V — ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official business on school property provided that this shall not interfere with or interrupt normal school operation and provided prior request shall have been made of the Superintendent of Schools. No request will be arbitrarily denied.
- B. Upon the approval of the building principal, the Association and its representative shall have their right to use school buildings at all reasonable hours for meetings. The principal shall not deny such use without just cause.
- C. The Association shall have in each school building the exclusive use of a bulletin board in each staff lounge. All materials to be posted on such bulletin boards shall be given to the building principal prior to posting.
- D. The Association shall have the right to use the inter-school mail facilities, and school mailboxes. The Association may also use the District's email system to

communicate with its members, subject to the District's Acceptable Use Policy. A copy of such material shall be provided to the building principal.

- E. The Association shall be given a place on the agenda of building teacher meetings (this time shall not be part of the meeting time as defined in Article VI, Section C) upon prior request for brief reports and announcements.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations in accordance with the provisions of Chapter 123, New Jersey Statutes, 1974.
- G. Whenever any representative of the Association or any employee is mutually scheduled by the parties, namely the Association and the South Amboy Board of Education, to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- H. The Board shall provide four (4) class periods of release time per week to the Association President(s) to perform their duties as President(s)

If there is only one president, the Board shall provide five (5) class periods of release time per week to perform his/her duties as President. If release time is not possible, the President(s) will receive the same rate of pay as listed in Article 6,H.

The President(s) or designee shall be given five (5) paid leave days for Association business each year.

- I. The Board agrees to furnish public information to the Association in response to reasonable requests for same. The official Board minutes from the previous month's meeting will be provided to the Association electronically to the President within one week of their approval by the Board of Education.
- J. The Association shall have the right to use school facilities and equipment, including, computers, other duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable time, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The use of the equipment and facilities shall be only with the prior approval of the Principal.

ARTICLE VI — WORK YEAR TEACHING HOURS AND TEACHING LOAD

TEACHERS AND PARAPROFESSIONALS:

A. Work Year

As of July 1, 2008, the total number of teacher workdays per year shall be one hundred eighty-two days (182), consisting of one hundred eighty (180) pupil-contact days and two (2) full in-service days. Included in the 180 pupil contact days are any and all short session days.

1. The work year for all Paraprofessionals shall be consistent with the school calendar.
2. The work year for all eleven (11) month employees shall follow the ten (10) month calendar plus twenty (20) additional days. Ten of those days shall be paid in July, and the other ten days shall be paid in August.
3. Eleven (11) month employees newly hired to the district shall be placed in the position either on July 1 or any other month during the year except August or September. If an employee is hired after July 1 through September, the employee will be hired as a ten (10) month employee and then changed to an eleven (11) month employee so no loss will occur to the employee's pension credit in the pension system.

B. Length of Workday

The workday for Middle /High School shall consist of not more than seven (7) hours and three (3) minutes to run continuously. The starting and termination time for the school day will be determined by the Board of Education. This shall pertain to all full-time paraprofessionals assigned to this level.

The total in-school workday for grades Pre-K-Elementary shall consist of not more than six (6) hours and fifty-five (55) minutes to run continuously. The starting and termination time for the school day will be determined by the Board of Education. This shall pertain to all full-time paraprofessionals assigned to this level.

C. Workday

1. If the number and/or the length of periods should change, no Elementary teacher shall teach more than 6 instructional periods for a maximum of 276 minutes plus 12 additional pupil contact minutes for homeroom may be assigned. If a teacher teaches more than 6 instructional periods, the teacher shall receive 1/6 his/her daily rate of pay.

2. If the number and/or the length of periods should change, no Middle/High school teacher shall teach more than 6 instructional periods for a maximum of 258 minutes including 43 minutes for duty and 8 minutes of homeroom may be assigned.
3. Teachers of grades Pre K-Elementary shall be guaranteed a 45 minute duty free lunch period, a 45 minute duty free prep period, and a 30 minute collaborative planning period daily. Employees may leave the building during lunch and preparation period (CPP) provided the employee signs out of the building and then in upon his/her return. Full-time paraprofessionals will attend collaborative planning periods at the request of the building administrator. Participation will be on a rotating basis. A duty free lunch period shall be scheduled each day for each full-time paraprofessional. A duty free lunch period will be equal to the students' lunch period on delayed opening and short session days.
4. Teachers in the elementary schools shall not be required to teach continuously for more than three (3) hours without a relief break. If a relief break is needed, the employee will notify the office for coverage.
5. Middle/High School teachers shall be guaranteed a 43 minute duty free lunch period, a 25 minute CPP and a 43 minute duty free prep daily. Employees may leave the building during lunch and preparation period provided the employee signs out of the building and then in upon his/her return. Full-time paraprofessionals will attend collaborative planning periods at the request of the building administrator. Participation will be on a rotating basis. A duty free lunch period shall be scheduled each day for each full-time paraprofessional. A duty free lunch period, will be equal to the students' lunch period on delayed opening days, short session days and on standardized testing days.
6. The administration will endeavor to arrange schedules so teachers in the Middle/High School will not be required to change subject area teaching stations more than three (3) times during the school day and will not be required to teach continuously for more than four (4) periods. If this is not possible, those teachers so affected shall not be assigned a duty period. If a relief break is needed, the employee will notify the office for coverage.
7. Each full-time paraprofessional shall have two (2) duty free work breaks of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon. Part-time paraprofessionals shall have one (1) duty free fifteen (15) minute break.
8. The workday for paraprofessionals shall be the same as the workday for teachers on emergency school closing days without loss of pay.

9. Paraprofessionals who work beyond their contractual workday/work year (i.e. meetings, Board approved summer workshops, extended day field trips, etc.) shall be paid thirty dollars (\$30) per hour.

Part-time paraprofessionals who substitute for a full day will be paid their hourly rate for the time spent as a substitute. If part-time paraprofessionals who substitute for a full day are required to work beyond their contractual workday, they shall be paid thirty dollars (\$30) per hour.

D. Preparation Periods

Part-time teachers will not receive preparations periods

E. Meetings

1. Certificated full-time employees covered by and included in this negotiated unit may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall last a maximum of sixty (60) minutes. Meetings will not be scheduled on a Friday or on the day before a holiday except in emergencies.
2. Notice of any faculty or other professional meeting will be given to the teachers involved two (2) days prior to these meetings except in an emergency. All items known for discussion at the meeting will be included in the notice. Teachers shall have the opportunity to suggest items for discussion prior to the meeting by notifying the building principal on or before the day preceding the meeting. Last-minute items maybe added if important and if time permits.

F. Extra-curricular/School Activities

1. Employees may be required to assume a reasonable amount of extracurricular/school activities as per court rulings.
2. Employees participation in extra-curricular/school activities as listed in Article XXI and XXII shall be compensated according to the rate of pay or release time listed in Article Extra-curricular/School Activities Position Salary Guides.
3.
 - (a) Any employee required to attend Back-to-School night and/or conferences will be released according to the short session schedule. If not required to attend Back-to-School night, the

employee will work a full day schedule. Part-time employees who work their full schedule during the school day and are required to attend shall be paid his/her hourly rate of pay for attendance at such meetings.

- (b) Any employee required and/or approved in writing by the administration to chaperone and/or attend the College Fair, Financial Aid Night, 8 Grade Dinner Dance, the Homecoming Dance, and/or the Prom, will be released according to the short session schedule. If not required and/or approved in writing to attend by the administration, the employee will work a full day schedule.
- 4. Any employee required by the administration to attend/present an afterschool meeting will be paid his/her hourly rate of pay. No employee shall be required to attend or present more than two (2) meetings per year.

No meeting shall exceed two (2) hours.

G. Field Trips

- 1. Employee participation in field trips, which include overnight or weekend trips; shall be voluntary.
- 2. Employees who participate in Board Approved field trips, excluding charity events, on days when school is not in session, overnight or on the weekend will be compensated at the flat rate of eighty-five dollars (\$85) per day.

H. Class Coverage

Teachers who lose a preparation period by being required to cover a class for an absent teacher, when the Board has failed to provide a full-day substitute, or for a teacher who is required by administration to attend a meeting, shall be paid fifty dollars (\$50) per period, or will, be given an alternate preparation period that day.

When teachers receive an additional class on a temporary basis, they shall be compensated at the rate of sixty dollars (\$60) per period.

Teachers who lose a preparation period due to delayed opening, early dismissal due to emergency conditions, fire drill, or emergency drill, shall not receive any compensation.

I. Travel Time

The administration shall ensure that employees assigned to more than one building per day shall be provided with sufficient travel time, exclusive of

preparation periods, CPP time, lunchtime, and a parking space for each building on school property.

J. Number of Class Preparations

The administration will endeavor to arrange schedules so teachers in the Middle/High School will not be required to teach more than four (4) teaching preparations. If this is not possible, any teacher assigned more than four (4) teaching preparations shall not be assigned a duty period.

If a General Education teacher is assigned to teach two (2) or more areas of curriculum during the same class period, this shall count as two (2) class preparations.

K. Substitute Teacher Assignment

Paraprofessionals who hold substitute or teacher certification shall only be assigned to work as Substitute teachers in an emergency. In the event that such an assignment is made, the paraprofessional shall receive his/her salary or the rate of a substitute teacher, whichever, is higher, plus a daily differential of sixty dollars (\$60).

A paraprofessional shall not work as a substitute secretary during his/her contractual assignment.

CUSTODIANS:

A. Workday

1. The work day shall be eight (8) hours per day with one-half (1/2) hour unpaid lunch for both a.m. and p.m. schedules. Lunch breaks must be staggered so that the building is covered at all times.
2. Each full-time employee shall have two (2) duty free work breaks of fifteen (15) minutes each. Part-time employees shall have one (1) duty free fifteen (15) minute break. One of the aforementioned paid 15 minute breaks may be attached to the 30 minute lunch period making the lunch break 45 minutes. The other paid break may be taken anytime during the work day.
3. Every custodian must use the time clock. They must punch in and out every day and also for lunch. If the card is not punched, it will result in a loss of pay. All time cards must be validated by the maintenance custodial supervisor. All payroll will be calculated based upon the time cards. Adjustments, if any, will be brought to the attention of the employee. The time cards will be collected by the maintenance custodial supervisor and be presented to the Board Office.
4. All overtime work over the forty (40) hours will be paid at a rate of one and one-half (1 1/2) times the regular pay, the exception being, if the overtime work is done on Sunday it will be compensated at two (2) times the regular rate of pay. When working overtime, the employee will have the choice of receiving his/her overtime pay or compensatory time for the time worked. Only 40 hours of compensatory time may be accumulated per year and it cannot be rolled over to the following school year. If overtime is taken as compensatory time, a forty-eight (48) hour notice is required. The time may be taken in a minimum of 4 hour intervals. Compensatory time may only be taken between September 1 through June 30.
5. A rotating list of employees will be used when assigning overtime ensuring equitable distribution of overtime hours.
6. All custodians are on emergency call. They will be contacted by the maintenance custodial supervisor or the administration. All custodians are required to come in during an emergency call. The rate of pay will be one and one-half (1 1/2) times the regular pay. Custodians called in due to emergencies will be guaranteed a minimum of two (2) hours pay. Successive call-ins within the initial two hour period will not be paid.
7. If an employee is required to work on a holiday noted in Article VI.B. when school is not in session, the time will be compensated at two (2) times the regular rate of pay.

8. On days when school is closed for inclement weather and employees are required to report to work, employees will be allowed to return home after all buildings are clear of any obstacles (snow, branches, etc.). School must be in proper order for students before custodians are permitted to leave.
9. When custodians are required to set the building alarm, the custodians within that building will be permitted to punch out 5 minutes early.
10. In the event that duties & responsibilities are not carded out properly, the following policy will apply:
 - i. The first offense will receive a verbal warning from the maintenance/custodial supervisor or administrator (notice of this warning will be sent to the Superintendent's office).
 - ii. The second offense will result in a written warning which will be handed to the employee before being placed in the employee's personnel file.
 - iii. The third offense will also result in a written warning as well as two (2) days off without pay. This will also be placed in the employee's personnel file.
 - iv. Further offenses will result in a written warning and one (1) week off without pay. If persistent violations occur, increments and raises will be withheld and could result in possible dismissal.

B. Holidays

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day (July 4)	Christmas Day

1. Two (2) days during Christmas week and one day during the NJEA Convention selected by the employees; employees may choose which day they will work over Christmas week to ensure that all buildings are covered, upon approval by the maintenance/custodial supervisor.

2. If school is in session on a listed holiday, compensatory time off shall be granted to the custodians, or the day will be moved to the Friday of Presidents' weekend.

C. Vacation

1. The following vacation schedule will become effective July 1, 2014.

6 months to 1 year	1 week
Beginning of the 1 st year through 5 years	2 weeks
Beginning of the 6 th year through 15 years	3 weeks
Beginning of the 16 th year through 19 years	4 weeks
Beginning of the 20 th year	5 weeks

Any current (6/30/14) employee within 5 years of attaining a 6th vacation week will be grandfathered.

2. No more than five (5) vacation days can be rolled over into the next school year unless there are extenuating circumstances such as worker's compensation and long term illness.

SECRETARIES:

A. Workday

1. The workday for all secretaries shall be seven hours and shall include forty-five (45) minutes for lunch.
2. During the months of July and August, the work day shall be five and one-half (5 1/2) hours per day excluding lunch, provided all assigned work can be completed. Such determination shall be made by the secretary's immediate Supervisor.
3. The work year for twelve (12) month secretaries is 1,645 hours.
4. When required by the building administrator, all hours worked beyond thirty-two and one-half (32 1/2) per week shall be paid a rate of one and one-half (1 1/2) times the hourly rate of pay. The secretary may substitute compensatory time off in lieu of overtime pay.

B. Vacations

1. All twelve (12) month secretaries shall be entitled to vacation with pay as follows:

5 to 11 months 1 Week

1 to 5 years	2 Weeks
6 to 14 years	3 Weeks
15 to 19 years	4 Weeks
20 years	5 Weeks

Any current (6/30/14) employee within 5 years of attaining a 6th vacation week will be grandfathered.

2. All vacation time must be approved by the Principal of the building in which the secretary is working and the Superintendent.
3. No more than five (5) days vacation time may be carried forward to the next work year at the discretion of the secretary.

ARTICLE VII — EDUCATIONAL COUNCIL

- A. A joint Educational Council shall consist of at least two (2) members of the Board of Education, the Superintendent of Schools or his/her designee, one (1) principal, at least three (3) South Amboy teachers appointed by the Association, one (1) paraprofessional appointed by the Association, and one (1) special services representative appointed by the Association. The Council shall meet at least several times a year and advise the Board of Education on matters of mutual concern such as school calendar, employee hours and teaching load, class size, educational specialists, non-teaching duties, employment, employee assignment, employee transfers, promotions, employee evaluation, facilities, professional development and educational improvement protection of employees, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extracurricular programs, in-service programs, pupil testing and evaluation philosophy and educational goals of the district research and experimentation, related matters regarding the effective operation of the South Amboy School District. If a change in the evaluation tool is proposed by the administration, it will be discussed at this council for input interpretation and explanation of the application of the new tool.
- B. The Educational Council shall establish rules of procedure for meeting on a yearly basis. Annually, the Council shall elect a Chairperson from among the members of the Council. The Chairperson shall be responsible for the arrangement and the conduct of the meetings.
- C. The Council shall meet by prepared agenda generated by members of the Council. The Chairperson shall submit a copy of the Agenda to the Superintendent at least three days prior to the scheduled meeting.

- 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 paragraph A. The expenses for such studies shall be subject to Board approval.
- E. The 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 paragraph A. The Council, in preparing their recommendations for Board of Education consideration, shall at all times avail itself to 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. The Board shall consider the recommendations and shall reply to the recommendation of the Council, setting forth in writing their reaction to such recommendations within a reasonable period of time as indicated by the nature of the recommendations.
- G. The reports and recommendations outlined above in paragraph E shall be in writing.
- H. Meetings shall generally be held during evening hours at times established by the Council.
- I. A joint Health & Safety Committee shall be established and consist of two (2) members appointed by the Association President(s) and two (2) members appointed by the Superintendent. The Committee shall meet at least four (4) times each year to develop, review, and implement training programs and procedures in areas of concern to the parties. Training for the Committee shall be jointly developed.

- J. The Board shall provide all fire safety and evacuation plans to the Association. A school safety plan shall be developed in consultation with the Association and provided to the staff at the start of the school year.

ARTICLE VIII — NON-TEACHING DUTIES

The Board of Education will continue to provide the necessary assistance to teachers in the school system to perform non-teaching duties to the extent that is administratively possible.

Teachers shall not be required to perform the following duties, namely:

- (1) Collecting money.
- (2) Duplicating instructional and other materials, keeping registers, and other clerical functions.

ARTICLE IX — EMPLOYMENT

TEACHERS:

The Board agrees that they will hire as teachers only those individuals for whom they can obtain certificates under rules and regulations established by the New Jersey Board of Examiners.

- A. Full credit up to eight (8) years of teaching experience on the salary schedule may be given for previous experience in a duly accredited public or non-public school upon initial employment in the South Amboy School District. Credit for teaching experience in excess of eight (8) years shall be based on verified teaching experience by the Superintendent's recommendation to the Board of Education. The provision herein with respect to credit will not be retroactive, but only applies to teachers employed after July 1, 1987.
- B. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.

Alternate Route teachers shall not be placed any higher than Step 4 on the salary guide for the prior professional employment. The provision herein with respect to credit for professional experience will not be retroactive and only applies to initial employment.

- C. School employees must work one hundred (100) days of their work year to receive one year's credit toward their next salary increment. "Work" shall include sick days, paid personal leave, and any other day when compensation is provided.
- D. The Superintendent shall notify the Association in writing of the name, address, education, certificates, licenses, salary, salary placement and the reasons for the placement, for each new employee within 30 days of hire.

PARAPROFESSIONALS, SECRETARIES, CUSTODIAN/MAINTENANCE:

A. **Seniority**

- 1. The "last in-first out" principle shall apply to all full-time employees who have completed three years of full-time employment and have been rehired for a fourth year.

The "last in-first out" principle shall apply to all part-time employees who have completed three years of part-time employment and have been rehired for a fourth year.

Part-time employees shall accrue one (1) year of seniority for every two (2) years of employment.

2. Seniority shall apply in a reduction in force, layoff, and recall; however, the Board may lay off a more senior paraprofessional in a reduction in force when it can establish just cause to do so.
3. In addition, the Board may retain a less senior paraprofessional in a reduction in force in order to fill a position for which special talents or skills necessary to a student's IEP, such as signing or Braille, are required and when such skills are possessed by the less senior paraprofessional and not by any more senior paraprofessional.

B. Duty Assignments

Duties shall be assigned on a rotating basis.

- C. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.
- D. Paraprofessionals must work one hundred (100) days of their work year to receive one year's credit toward their next salary increment. "Work" shall include sick days, paid personal leave, and any other day when compensation is provided.

ARTICLE X — SALARY

Upon ratification, each full-time unit member will receive a one-time payment of \$200 and part-time employee \$100. Said payments will not be considered pensionable salary.

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- A. Salary schedules for various categories of employees are attached hereto and made a part hereof.

B. Paydays

1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

Employees who work an eleven (11) month work year shall be paid in twenty-two (22) equal semi-monthly installments.

Employees who work a twelve (12) month work year shall be paid in twenty-four (24) equal semi-monthly installments.

2. The usual dates for payments will be the 15th and 30th day of each month.
3. February's second payment date will be the last school day of that month.

4. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

C. Service Increment

1. Service increments and/or adjustments are not automatic and may be withheld by the Board as provided by law.
2. Any appeal from the action of the Board to withhold an increment and/or adjustment or any part thereof shall be to the Commissioner of Education as provided by law. If the withholding of increment is for disciplinary reasons, it shall move to binding arbitration.
3. In the case where the Board plans to withhold an increment and/or adjustment the case will be fully documented by the administration. This documentation will be made known to the employee while it is in progress.

D. Summer Savings

The Board agrees to deduct an amount of no less than 10% of the gross monthly pay of each 10 month employee's pay as authorized by individual employees and set aside those monies to then be paid to the employee during July and August in the form of four (4) mailed checks. Employees must notify the Board, by completing proper paperwork, of their desire to participate in this Summer Savings Plan prior to September 1 of each school year.

The Board agrees to deduct an amount of each employee's pay as authorized by individual employees and transmit such monies monthly by direct deposit in the interest bearing accounts of any bank designated by the individual employee. Employees must notify the Board, by completing proper paperwork, of their desire to participate in this Savings Plan prior to September 1 of each school year.

E. Summer Payment Plan

All 10 month employees may elect to participate in a Summer Payment Plan in accordance with N.J.S.A. 18A:29-3 as follows:

1. Any employee desiring to participate must complete the application form adopted as the official application form by the Board.
2. All such applications must be properly completed and submitted to the Board Secretary/School Business Administrator on or before June 30 of each year. No applications may be submitted after said date except for newly hired employees.

3. Any employee's participation in said plan may be terminated at any time upon the execution of the termination agreement attached to the official agreement form.
4. Ten percent (10%) of monthly salary deducted from employee's pay shall be credited to an account entitled "Board of Education Summer Payment Plan in Trust for Employee," in a financial institution insured by the Federal Government and selected by the Board.
5. Employees electing to participate in the summer payment plan will receive their four summer checks in the regular mail to the current address on file with the District.
6. Upon termination of the employee, accumulated deductions for the academic year shall be paid to the employee.
7. Upon death of the employee, accumulated deductions for the academic year shall be paid to the employee's estate.

F. Vehicle Usage

Employees required to use their vehicles to attend out of district workshops shall be compensated at their regular rate of pay for the time involved. Employees shall be reimbursed for travel expenses only in accordance OMB regulations or the IRS rate. Additionally, employees may be reimbursed for mileage and tolls to and from a workshop or other event only to the extent that such mileage and tolls exceed the mileage and tolls of the employee's normal commute to work.

G. Secretaries – Transfer

A secretary transferred to a position in a higher salary category shall be placed on the same experience level held in the former position.

H. Uniforms – Custodians

All custodians will be provided with three (3) shirts, three (3) pairs of pants. After the probationary period is completed, new employees will be provided with three (3) pair of pants and three (3) shirts. It is understood that custodians shall wear their uniforms on all workdays. The Maintenance/Custodial Supervisor will make arrangements with a vendor for the purchase of these articles and the vendor will bill the Board for such purchases. In addition to the above stated uniform allotment, custodians shall receive an allotment of \$100.00 for shoes and \$200.00 for a fourth uniform and foul weather gear purchased every three years. Reimbursement or purchase from the district's standard vendor will be an employee option. Custodial/Maintenance employees may wear shorts/t-shirt between July 1 and August 21 provided that their attire is consistent with their duties (safety concerns).

I. Building Inspections – Custodians

1. On weekends and holidays the maintenance custodial supervisor will inspect the buildings.
2. When custodians are required to inspect the buildings on weekends and holidays, the employee will be paid a minimum of one (1) hour.
3. Whenever custodians are required to open or close a building on weekends and holidays, the custodian will be paid a minimum of one (1) hour for each building visit.

J. Black Seal – Custodians

Extra for Black Seal \$733
(Salary Guide will be attached)

The Board shall reimburse all employees the monies paid to renew the Black Seal License.

K. Head Custodian

Any custodian who assumes the responsibilities of head custodian/supervisor shall receive the appropriate pay differential after the eleventh consecutive day of such assignment retroactive to the first day of the assignment.

L. Longevity Pay

Eligibility for longevity pay for each year shall be determined on the basis of an employee's length of service in this school system as of the first day of the employee's work year.

These salary increases shall be considered base salary and constitute and be paid as part of the employee's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments."

1. Custodians' longevity payments shall be as follows:
 - 10-15 years of service \$505
 - 16 and more years of service \$808
2. Secretaries' longevity payments shall be as follows:

- 5 years of service \$500.00
- 10 years of service \$750.00
- 15 years of service \$2,000.00
- 20 years of service \$3,000.00
- 25 years of service \$3,500.00

3. Teachers/Paraprofessionals' longevity payments shall be as follows:

- An employee with 10 years of accumulated service in this school system shall receive an additional \$500 longevity increment upon beginning his/her 11th year in the district. That \$500 longevity increment shall be paid yearly until said employee has completed 15 years of service in the district. Such payment shall be part of the regular salary.
- An employee with 15 years of accumulated service in this school system shall receive an additional \$1000 longevity increment upon beginning his/her 16th year in the district. That \$1000 longevity increment shall be paid yearly until said employee has completed 20 years of service in the district. Such payment shall be part of the regular salary. Paraprofessionals will receive \$1045.95.
- Upon completion of 20 years of accumulated service in this school system, the longevity increment shall be \$1856.60 per year beginning with his/her 21st year in the district. \$1856.60 shall be paid yearly until said employee has completed 25 years of service in the district. Such payment shall be part of the regular salary. Paraprofessionals will receive \$1861.95.
- Upon completion of 25 years of accumulated service in this school system, the longevity increment shall be \$2688 per year beginning with his/her 26th year in the district. That longevity increment shall be paid yearly until retirement or the employee leaves the district. Such payment shall be part of the regular salary. Paraprofessionals will receive \$2600.

M. Tutoring - Teachers

Home Instruction and other approved tutoring e.g. after hour tutoring, peer tutoring, and AHSA grading will be paid at an hourly rate of fifty-four dollars (\$54).

N. Summer Work - Teachers

1. Counselors, Guidance Counselors, District Technology Coordinator and Child Study Team members may be required to work additional days after

the last teacher workday, but not later than June 30. Compensation for these additional days shall be at the daily rate of pay.

2. High School Guidance Counselors and the District Technology Coordinator shall work an eleven (11) month contract with 20 days between the last day of school of one year (June 30) and the first day of school of the next year (September 1). If more than 20 days are required, the building administrator will request additional approval of the Board of Education via the Superintendent. Compensation for these additional days (beyond the 20 days) shall be at their daily rate of pay.

O. Full-time Substitute - Teacher

1. Full-time substitutes who work in the same position for more than 20 days shall be paid based on the first step of the salary guide appropriate to his/her position.

P. Toileting Stipend - Paraprofessionals

A toileting stipend will be paid to paraprofessionals who provide daily assistance to special needs students on a one-to-one basis with toileting. Students who need assistance with toileting must have an IEP indicating assistance is necessary. Said stipend shall not apply to per diem substitutes. This stipend will be prorated based upon the number of class periods a paraprofessional works with a student who needs toileting assistance. This also applies to summer school services.

For Pre-K classes and the Pre-K Multiple Handicapped classes, a toileting stipend of \$1,500 per student will be paid to paraprofessionals who provide daily assistance to no more than 3 (three) students. This language does not pertain to Pre-K and Pre-K Multiple Handicapped students whose IEP requires a personal one-on-one paraprofessional as referenced in Article X. J. This stipend will be reviewed on a quarterly basis. If the student no longer needs toileting assistance, the paraprofessional will be paid for the entire month.

Q. Special Needs Stipend - Paraprofessional

Personal paraprofessionals who work with special needs students will be compensated for providing daily assistance on a one-to-one basis. Said stipend shall not apply to per diem substitutes. This stipend will be prorated based upon the number of class periods a paraprofessional works with a student who needs this assistance. This also applies to summer school services.

ARTICLE XI — ASSIGNMENT

- A. **Teachers and Paraprofessionals** shall be provided with a written notice of their class and/or subject assignment, building and room assignment by July 15, preceding the opening of the new school year.
1. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30, the employees affected shall be notified as soon as possible. At the request of the employees, the reassignment will be reviewed between the employee and the building principal. If a teacher is required to change rooms or work sites during the summer, the teacher will be given two (2) days paid at the per diem rate of pay to pack and unpack the classroom. The District shall supply boxes.
 2. The Board or Administration reserves the right to make all classroom assignments or reassignments.
- B. Child study team members shall be given priority for all summer CST work. Any employee called in to attend an IEP meeting who is not acting in the capacity of the CST during the summer, shall receive sixty dollars (\$60) per hour with a minimum of one hour paid.

ARTICLE XII— VOLUNTARY TRANSFER, REASSIGNMENT AND PROMOTIONS

- A. The Superintendent shall have posted in all school buildings a list of the known vacancies that will occur for the following school year not later than May 15. The Superintendent shall deliver to the Association, and post in all worksites, a written list of the known vacancies which shall occur during the following work year. Employees who desire a change in grade and/or subject assignment or desire to transfer to another building may submit a written statement of such desires to the Superintendent with a copy to the present building principal not later than June 1ST.
- B. In the consideration of the request for voluntary reassignment and/or transfer, the request will be honored to the extent that the request does not conflict with the instructional requirements and best interests of the school system as determined by the Superintendent in consultation with the building administrators. No request will be denied arbitrarily or capriciously. In the event the request is denied; a written explanation with reasons for not approving the transfer shall be given to the employee within 10 days. If more than one employee applies for a position, the Superintendent will make a final determination based on the assignment requirements and the best interest of the students and the district.
- C. Priority will be given to part-time employees who apply for full-time positions.

D. All vacancies, including those caused by the creation of new positions, shall be posted in each school building no later than five (5) days prior to the time when they are advertised outside of the District. During July and August, the notice of the vacancy will be emailed with a hard copy mailed to the Association President(s) and building representatives in each school. Vacancies shall be posted for five workdays.

E. Written notice of reassignments, with the explanation as to why, shall be given to employees prior to the closing of school whenever possible, but not later than July 15th, except in the case of an emergency. If such emergency arises, the employee shall be notified of the reassignment by registered mail.

A list of open positions in the district shall be made available to all employees being involuntarily transferred or reassigned. Said employees may request the positions, in order of preference, to which they desire to be transferred.

F. If there is a question about the assignment, upon the request of the employee, the Superintendent or his designee will meet with the said employee.

G. Notice of vacancies and new positions shall be posted in each school. Said notice shall include the title of the position, job description, location, starting date and salary when available. The Board is to provide the Association with job descriptions for newly created positions whenever said positions are posted.

H. Vacancies shall be posted for five (5) working days. Any employee who is interested in the posted position must make a written application to the Superintendent within five (5) working days of the posting.

I. Employees who have acquired experience, skill and ability, to do the work required by the job, shall be given consideration before an applicant outside the school system.

CUSTODIANS:

A. Vacancies and New Positions

1. Custodians who have acquired experience, skill and ability, to do the work required in the job, shall be given consideration before an applicant outside the school system. All such applicants shall be considered.
2. When two (2) or more applicants, within the system are the finalists for a given position and are equally qualified, the applicant with seniority shall be recommended for appointment.
3. Decisions on promotions, based upon sections 1 and 2 above, shall be made at the discretion of the administrator involved.

B. Transfers and Reassignments

1. In the event an involuntary transfer is made, the Superintendent shall discuss the transfer with the person within two (2) weeks of the transfer.

SECRETARIES:

A. Vacancies and New Positions

1. Secretaries who have acquired experience, skill and ability, to do the work required in the job, shall be given consideration before an applicant outside the school system.

ARTICLE XIII - Evaluation

TEACHERS AND PARAPROFESSIONALS:

- A. All observation and evaluations of the classroom performance of an employee shall be conducted openly and with full knowledge of the employee. All teachers shall be evaluated in accordance with the provisions with applicable state statute and regulations. There shall be no electronic surveillance observations of employees by the administration.
- B. Teachers shall be observed/evaluated in accordance with, the following procedure:
 1. A pre-observation conference, when required, between the teacher and evaluator shall be held within seven school days of the classroom observation. All succeeding observations may be unannounced. The teacher shall sign the report for the sole purpose of indicating receipt of a copy of the report.

2. A post-observation conference will be held within fifteen (15) working days following the observation. The final written observation/evaluation report shall be given to the teacher within five (5) school days after the post-observation conference. The teacher shall sign the report for the sole purpose of indicating receipt of a copy of the report.
 3. Each observation cycle shall be completed before another cycle begins.
 4. The teacher shall have the right to submit a written rebuttal within ten (10) school days of receipt of the written report.
 5. The end of year teacher assessment in terms of contract renewal shall be made known to the teacher not later than May 15.
 6. Annually, each employee shall receive a written evaluation one (1) day prior to a meeting with his/her supervisor to review the content of the evaluation.
 7. Notice of continuation or termination of employment in the district will be served to non-tenured teachers on or before May 15 (NJSA.18A: 27-10).
- C. Observation/evaluation reports shall not be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
- D. An employee shall have the right, upon request, to review the contents of his personnel file. An employee shall be entitled to have a representative of the Association accompany him during such review. The review of the personnel file will be done by appointment.
- E. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had the opportunity to review the material, except pending the completion of the investigation of the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and/or his designee and be attached to the material placed in the personnel file.

- F. Any complaints regarding an employee made to any member of the administration by any parent, student or other person which are used in any manner in evaluation of an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to such complaint and shall, have the right to be represented by the Association at any meeting or conference regarding such complaint.
- G. Administrators shall not reprimand or criticize employees before peers, parents, or students.
- H. Paraprofessional evaluations performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators and/or immediate supervisors at least once per year. The evaluation report shall be given to the paraprofessional within five (5) school days after the post-observation conference. Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the paraprofessional has reviewed the report. The paraprofessional shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement. The signature shall only indicate receipt of a copy of the report.
- I. It shall be permissible for an administrator to observe a teacher and a paraprofessional simultaneously.

CUSTODIANS:

- A. There will be a minimum of one (1) evaluation per year for each custodian.
- B. All new custodians will be evaluated during the sixty (60) day probationary period. The Board retains the right to terminate during, or at the end of that period without challenge.
- C. These evaluations will be written by the maintenance custodial supervisor.
- D. The end of the year, recommendations will be made by the Business Administrator to the Superintendent for Board approval no later than May 15th.
- E. Custodians shall have the right to submit a written statement in response to any evaluation and said statement shall be attached to the custodian's evaluation and included in the personnel file.
- F. Electronic surveillance will not be used for employee evaluations.

SECRETARIES:

- A. Secretaries are evaluated continuously. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only

by administrators and/or immediate supervisors. A secretary shall be given a copy of any evaluation report prepared by her evaluator before any conference to discuss it. Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the secretary has reviewed the report. The secretary shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement.

- B. A secretary shall have the right upon request to review the contents of her personnel file in the presence of the Superintendent or his or her designee.
- C. Tenured secretaries shall be evaluated at least once a year, and all non-tenured secretaries shall be evaluated by supervisory personnel twice a year.

ARTICLE XIV — SICK LEAVE

A. TEACHERS AND PARAPROFESSIONALS:

1. All full-time teachers and paraprofessionals under contract covered by this Agreement shall be entitled to sick leave with pay for twelve (12) days each year. These days shall be cumulative from year to year without limitation. If a full-time employee has sick days accumulated from previous years uses more than twelve (12) sick days in a given year, those days will be deducted from current year's twelve (12) sick days before deductions are made from the accumulation of previous years. Full-time employees working less than a full school year will be granted one point two (1.2) sick days per month of employment. All days shall be credited on the first day of employment.
2. All part-time teachers and paraprofessionals under contract covered by this Agreement shall be entitled to sick leave with pay for twelve (12) half (1/2) days each year. All other employees who do not fit into these categories, sick days will be pro-rated.
3. All eleven (11) month teachers and paraprofessionals shall be entitled to thirteen (13) sick leave days each school year as of the first workday of each school year. The 13th day will not be cumulative.
4. Except for the above-stated allowances, deductions in a teacher's pay will be made for absence beyond entitlement at the rate of 1/200th of annual salary for each day of absence.
5. Priority will be given to part-time paraprofessionals who choose to be used as substitutes when any paraprofessionals are absent. Hours accrued substituting may not apply towards health benefits.

B. SECRETARIES:

1. All secretaries employed on a ten (10) month basis shall be entitled to ten (10) days sick leave for personal illness or injury each year while all twelve (12) month secretaries shall be entitled to twelve (12) sick days. Secretaries employed after the beginning of the work year, shall receive the number of sick days called for in their category to be pro-rated in relationship to their date of employment.

C. CUSTODIANS:

1. Custodians shall be entitled to twelve (12) days per year sick leave. New employees hired after July 1 shall be granted a number of sick days based on the number of months employed. Custodians must call the head custodian/supervisor two hours before start of shift when calling in sick. A doctor's note may be requested by the Superintendent.

D. Employees under contract who have exhausted accumulated sick leave may be granted additional sick leave days at full or partial pay as determined by the Board of Education on a case-by-case basis.

E. After three consecutive days of absence, the Superintendent may, at his/her discretion, require the employee to present a doctor's certificate prior to returning to work.

F. Every reasonable effort will be made to provide a statement of unused sick days for the employee before September 30th.

G. Two (2) family leave days shall be granted to each full-time employee. Unused family leave days shall be accumulated as sick leave.

H. Whenever the Board rehires a former employee, the Board, shall credit all accumulated service credit.

I. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.

ARTICLE XV—TEMPORARY LEAVE OF ABSENCE

- A. All employees under contract shall be entitled to temporary leave with full pay in accordance with the following provisions.
1. Five (5) days leave per occurrence in the case of death of father, mother, sister, brother, spouse, domestic partner, partner in a civil union, son, daughter, and dependent for whom the employee is the legal guardian except in the event that, services are attended out of state, in which case, up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitrable. Special circumstances will be considered by the Superintendent.
 2. Three (3) days leave per occurrence in the case of death of father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, except in the event that services are attended out of state, in which case, up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitrable. Special circumstances will be considered by the Superintendent.
 3. One (1) day leave per occurrence: in the case of death of uncle, aunt, sister-in-law, brother-in-law, nephew, niece, parallel family member, or a related family member of the household for the purpose of attending funeral services. In the event that services are attended out of state; up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitrable. Special circumstances will be considered by the Superintendent.
 4. Two (2) days leave in each school year for personal reasons. Prior approval is needed from the Superintendent if a request is made for a personal day before or after a holiday. Custodians will include a reason for any personal day request before or after a holiday.
 5. Unused personal leave days shall be accumulated as sick leave at the end of each school year.
 6. Part-time Paraprofessionals are entitled to one (1) day leave in each school year for personal reasons.
 7. Except for the above-stated allowances, deductions in pay will be made for absence beyond entitlement at the rate of 1/200th of annual salary for each day of absence for 10 month employees.

ARTICLE XVI— EXTENDED LEAVE OF ABSENCE

A. Extended Leave of Absence

1. Leave of absence without pay of up to two (2) academic years shall be granted to any teacher under contract at the completion of the contract year who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such program or accepts a Fulbright Scholarship. Leave of absence without pay shall be granted to any employee under contract who is inducted into the Armed Forces of the United States. Leave of absence in the case of induction shall be for a period of said induction. Upon return from leave granted for any of the above-stated reasons, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent provided, however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure and provided the teacher returns at time of termination of leave unless otherwise approved by the Superintendent. Teachers not returning at the time of termination of leave, unless otherwise approved by the Superintendent; forfeit all the rights and claims to employment and benefits in the South Amboy School System.
2. Leave of absence without pay up to one year for purposes other than those stated in the Agreement may be granted by the Board at its discretion upon application in writing to the Superintendent

B. Child Birth - Child Rearing Leaves

1. Any employee seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave, with medical certification, with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to terminate the sick leave. The Board may require as a condition of the employee's return to service production of a certificate from a physician certifying that the employee is medically able to resume her duties.
2. The Board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or the homecoming of the child to any employee who requests child-rearing leave in accordance with applicable statutes, regulations and state agency decision for a portion of or the balance of the school year in which the leave is requested. Employees may be granted a leave of absence without pay for one (1) full school year (September through August) following the school year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave

is requested to commence for non- tenured employees unless the Board otherwise elects.

3. In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent, accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
4. Employees adopting an infant child shall receive similar leave, which shall commence upon receiving de facto custody of said infant or earlier if required for adoption. The Board reserves the right to set the term of leave within reasonable limits in the best interests of the school.

No employee shall be required to leave work because of pregnancy at any specific time prior to the expected birth, nor be prevented from returning to work prior to the end of the maternity disability leave.

Employees returning from maternity disability leave shall be entitled to all benefits to which employees returning from other types of leaves would be entitled.

Within the first year after the birth or placement for adoption, up to twelve (12) weeks of such leave may be taken in accordance with C.261, PL 1989, New Jersey Family Leave Act and/or the Federal Family Leave Act

Rights upon return from a leave:

Benefits - All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, credits toward sabbatical eligibility, and seniority rights shall be restored upon the employee's return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not to a substantially equivalent position.

ARTICLE XVII— SABBATICAL LEAVE

TEACHERS:

Sabbatical leaves shall be granted at the discretion of the Board, effective July 1, 1996 and thereafter.

- A. If there are sufficient qualified applicants, sabbatical leave may be granted to two percent (2%) of teachers at any one time.
- B. Request for sabbatical leave must be received by the Superintendent no later than February 1st, prior to the academic year in which the leave is to be taken: The Board will reply to the applicants' request for sabbatical leave before April 1st of that same year.
- C. Sabbatical leave may be granted only to teachers who will matriculate for a graduate degree at an accredited institution.
- D. The teacher requesting sabbatical leave must have completed seven (7) full academic years of service in the South Amboy Public School District, and for subsequent sabbaticals must have completed at least seven (7) full academic years of service in the South Amboy Public School District from the time of return from the previous sabbatical.
- E. A teacher on sabbatical leave for one (1) year will be paid fifty (50%) percent of contractual salary. A teacher who wishes to take a half (1/2) year leave will be paid fifty (50%) of the contractual salary.
- F. A teacher must agree, as a condition for sabbatical leave, to remain in the employ of the South Amboy School District for a period of two (2) years after completion of said sabbatical leave. If a teacher fails to remain in the employ of the Board for two (2) years, the teacher will pay the Board the sum of \$25,000 within 12 months of the termination of the teacher's employment. The Superintendent may, in his discretion, waive the two-year requirement in part or in whole if the teacher is unable to return to work due to the teacher's serious illness or other emergent circumstances beyond the teacher's control. A teacher who is denied sabbatical leave shall have no recourse to the grievance procedure. However, the teacher shall have the right to appear before the Board and request the Board's reconsideration.
- G. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule 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 and shall be credited with all other benefits to which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

ARTICLE XVIII— SUBSTITUTES

TEACHERS AND PARAPROFESSIONALS:

Teachers and Paraprofessionals will use AESOP to notify the district when taking emergency or sick leave.

ARTICLE XIX — PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Teachers:

- A. Professional Development will be provided in-house. Employees under contract may be entitled to two (2) days leave for purposes of visiting other schools, attending meetings or conferences of an educational nature, or for attending special meetings in connection with an educational program previously, approved by the Superintendent of Schools. The Superintendent's decision in this regard shall not be subject to the grievance procedure. Such leaves will be at full pay and are non-accumulative.
- B. All full-time certified staff members shall be eligible to receive reimbursement of tuition costs for courses taken in a college or university pursuant to the following provisions:
 - 1. Courses must be approved in advance by the Superintendent or designee.
 - 2. Teachers shall be eligible for the reimbursement contingent upon satisfactory completion of course and achievement of a passing grade at the rate of \$400 per credit up to nine (9) credits per year.
 - 3. A total yearly cap of \$15,000 shall apply to reimbursement paid to certified staff. In the event that the cap is exceeded, an equitable method of distribution shall be established and mutually agreed upon by the administration and the Association.
 - 4. Paraprofessionals shall be eligible for reimbursement at the rate of \$250 per credit up to nine (9) credits per year.
 - 5. A total yearly cap of \$3,500 per year shall apply to reimbursement for paraprofessionals.
 - 6. All reimbursement paperwork shall be submitted to the Board office by June 15. One reimbursement check will be issued.

C. The Board agrees to pay the full cost of registration, tuition and other reasonable expenses incurred by all full-time employees in connection with any courses, workshops, seminar conferences, or in-service training sessions which the employee is specifically requested to take by virtue of direction of the Board or of the Superintendent of Schools. If more than one site is available for the out of district course, workshops, seminar conferences, or in-service training sessions the Board will make the decision as to what site the employee will attend.

D. In-service Credit* and In-service Reimbursement

The Board will grandfather in-service credit for current participants who have earned the requisite number of credits for payment up to and including June 30, 2011. No new participants may enter the program or be paid for additional credits earned after July 1, 2011.

1. Nature of the "In-service Credit Program*" and the "In-service Reimbursement Program"

- (a) The "In-service Credit Program*" and the "In-Service Reimbursement Program" exist to promote the professional development of staff beyond college or university experience.
- (b) Each program will provide incentives through "in-service credit to increase salary" or through direct reimbursement, respectively.
- (c) Participation in the "In-service Credit Program*" offers the employee the opportunity to obtain ten (10) hours of participation for each in-service credit. The accumulation of 50 in-service hours (5 in-service credits) will provide the participant with an increase of \$130 in their annual salary for the following school year. Employees who have accumulated over 50 in-service credit hours prior to July 1, 2003 will receive \$100 in their annual salary for the following school year.
- (d) Participation in the "In-service Reimbursement Program*" offers the participant the opportunity to be reimbursed at a fee of \$25 ** per hour.
- (e) Eligibility for either program includes:
 - All employees
 - District sponsored after-hour seminars which are not reimbursed and beyond contractual limits
 - District sponsored projects or committees which are not reimbursed and beyond contractual limits
 - Approved out of district, after-hour seminars and workshops which are not reimbursed

- Reimbursed graduate courses do not apply.

2. Criteria for approval of either program

Professional development is defined as those experiences which promote the mission of our schools - child centered education and district goals toward this end (developed through the strategic plan); and promote increased understanding and/or new ideas related to the employee's subject area discipline.

3. In-service Credit and In-service Reimbursement Professional Development Programs

- (a) The Association agrees that employees who are denied the opportunity to requests within the programs shall have no recourse to binding arbitration of their disputes.
- (b) Approval for in-service credit and in-service reimbursement will be at the discretion of the Superintendent in line with the criteria established above. All requests shall be submitted reasonably in advance of needed approval date and shall be responded to in a reasonable amount of time.
- (c) In-service credit and in-service fee reimbursement for professional development programs which require a fee or charge will be granted only if they are initiated by the Schools (e.g., as part of a P.G.P.).
- (d) In-service credit or in-service fee reimbursement for professional development programs which require a fee or charge will be granted if they are initiated by the individual faculty member.
- (e) The Board shall provide an annual accounting each July of credits accumulated, implementing the in-service credit and salary "In service Credit Program" - as defined in the document "In service Credit Program".

E. The Board of Education agrees to pay twenty-five dollars (\$25) per graduate course in an approved program at an accredited institution, which will be applicable toward the expense of the required course textbooks. A receipt for the textbook must be left with the Superintendent before reimbursement may be approved by the Board.

F. One in-service day each year will be co-sponsored by the South Amboy Education Association in conjunction with the LPDC (Local Professional Development Committee).

G. Part time employees who are asked to attend a full day in-service workshop shall be paid at his/her hourly rate of pay for the additional hours worked beyond the regular workday.

H. **Mentors:**

1. Mentors shall have four (4) professional half (1/2) days to work with the provisional/alternate route teacher with prior approval from the building principal/administrator for both teachers. All meetings shall occur on school property.
2. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include the qualifications for the position.
3. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.
4. No teacher should serve as a mentor unless tenured. If no tenured teacher is available, a teacher beginning his/her third year of teaching may mentor a provisional/alternate route teacher.
5. No teacher should serve as a mentor to more than one (1) provisional/alternate route teacher at a time.
6. The Board shall provide training for all teachers who serve as mentors before the start of their assignments. Whenever possible, such training shall be scheduled during the regular workday. If training is scheduled for hours outside the regular workday, the teacher shall be compensated at the tutoring rate. With district approval, the district shall pay all costs connected with said training, including travel to any out-of-district training site, meals, lodging, and miscellaneous fees.
7. Novice teachers shall pay the mentors \$550/\$1000 (provision/alternate route) per academic school year. If the State mentor stipend increases, the mentor fees listed above shall also increase.
8. The Building Administrator will not sign the State paper work required for provisional teachers unless the mentor verifies that the mentoring fee has been paid.
9. Fees connected with the mentoring program shall be paid by the Board.

Secretaries:

- A. Secretaries shall be eligible to receive reimbursement of tuition costs for courses taken in a college or university pursuant to the following provisions:
1. Courses must be approved in advance by the Superintendent or designee.
 2. Secretaries shall be eligible for the reimbursement contingent upon satisfactory completion of a course and achievement of a passing grade.
 3. A total yearly cap for tuition reimbursement for all secretaries shall apply as follows:
 - \$1,500 in the 2014-2015 school year
 - \$1,500 in the 2015-2016 school year
 - \$1,500 in the 2016-2017 school year
 4. All reimbursement paperwork shall be submitted to the Board office by June 15. One reimbursement check will be issued.

ARTICLE XX — PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety as determined by the building administrator, except that employees may use the grievance procedure to appeal such a decision.
- B. An employee may use a reasonable force as is necessary to protect himself from attack and to protect another person from injury.
- C. N.J.S.A. 18A:16-6, Indemnity of Officers and Employees Against Civil Actions. Whenever any civil action has been or shall be brought against any person holding any office position, or employment under the jurisdiction of the Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with the cost of appeal, if any, and shall save harmless and protect such person from any financial loss resolution therefrom, and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.
- D. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. A written report will be submitted within a reasonable time after the incident. Such notification shall be immediately forwarded to the Superintendent, who shall

comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or persons; as permitted by law and shall act in appropriate ways as liaison between the employee, the police, and the courts.

- E. N.J.S.A. 18A: 16-6.1 Indemnity of Officers and Employees in Certain Criminal Actions. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- F. The source and nature of any complaints made by pupils, parents, teachers, or patrons of the public schools shall be immediately brought to the attention of the employee or employees involved if the administration or Board plans to take any disciplinary action as a result of the complaint. Employees may use the grievance procedure to appeal any disciplinary action taken as a result of a complaint.
- G. A certified school nurse shall be scheduled to be in each building for the entire day.
- H. The Board may, in its sole discretion, reimburse employees for loss, damage, or destruction to the employee's automobile, clothing, or personal property if said loss, damage or destruction occurred during the employee's performance of his or her duties while on school premises or at a school sponsored activity. The Board's decision in this regard shall not be subject to the grievance procedure.

ARTICLE XXI — COACHES

- A. The Board agrees that the term coach, when used in this Agreement, shall refer to the positions as listed in the Athletic Salary Guide.
- B. **Rights of Coaches:**
 - 1. The Board agrees to make available to coaches all necessary information to comply with the rules and regulations of the New Jersey State Interscholastic Athletic Association (NJSIAA) a copy of the rules and regulations of the New Jersey State Interscholastic Athletic Association, school record cards, names and addresses, and school medical records of all team members.
 - 2. Coaches shall have the right to use school facilities at all reasonable hours for meetings, practice, exhibition and scheduled game sessions, with the approval of the Superintendent.
 - 3. Coaching seasons will be pursuant to the NJSIAA Constitution and By-laws.

4. Non-Coaching Duties - Coaches shall not be required to perform the following duties in season: photocopying.

C. Coaches' Employment:

1. Each appointed coach shall be notified of their contract and salary status for the ensuing year no later than June 15 for fall and winter sports, and for December 15 for spring sports.
2. The individual contracts to be issued for each coaching position shall be set forth in the Athletic Salary Guide of the Agreement. Each contract shall include the dates of the coaching season, salary, and the dates on which each coach shall receive compensation.
3. The Board agrees to officially adopt each contract and notify each appointed coach of such official action by presenting a copy of the contract to each, duly signed and executed no later than July 1 for fall and winter sports, and December 15 for spring sports of the school year previous to the school year in which the individual contract is operative. Coaches shall sign and return the contract within fifteen (15) days of receipt. Failure to return the contract within this period shall be considered resignation.

D. Dates of Payment of Coaches' Salaries

Coaches in season shall be paid in one payment during the season as follows:

1. Fall sports - November 15th
2. Winter sports - March 15th
3. Spring sports - June 15th

E. Coaches' Salaries:

1. The salaries of all coaches shall be set forth in the Athletic Salary Guide.
2. Coaches shall be paid on the dates as set forth in Section D.
3. Coaching salary shall be paid by separate check.

F. Coaches' Assignments:

No coach shall be precluded from accepting or applying for more than one (1) coaching assignment.

G. Position Openings for Coaches:

1. No later than May 31st of each school year, the Board shall deliver to the Association, and post in each school building, a list of known coaching vacancies which shall occur during the following year.
2. Such posting shall include the title of the coaching position being vacated, the contract salary offered and the qualifications necessary. Such posting shall be in accordance with all provisions of the Agreement.

H. Coaching Facilities – Coaches shall be provided with:

1. Adequate team equipment and supplies;
2. A complete copy of the rules and regulations of NJSIAA

- I. No coach shall be required to attend a practice, exhibition, or officially scheduled game session if he/she was excused from school that same day because of sick leave or a temporary leave of absence as cited in this Agreement.

J. Coaching Development and Improvement

1. With the prior written approval of the Superintendent and/or the Board, coaches who attend clinics or general coaching sessions of an extended nature outside of their athletic training season, shall be reimbursed for reasonable expenses incurred as a result of their attendance. The coach shall be reimbursed for travel expenses only in accordance with N.J.S.A. 18A:11-12.
2. With the prior written approval of the Superintendent and/or the Board, each coach may attend two (2) clinics, meets, or conferences of his/her choice. Reasonable expenses incurred as a result of attendance shall be reimbursed by the Board. The coach will be reimbursed for travel expenses only in accordance with OMB regulations.

K. Coaches Protection

1. Pursuant to N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1, the Board agrees, that it shall defend and indemnify its coaches from demands, claims, suits, actions and legal proceedings brought against them, provided that the act or omission alleged arose within the scope of the coach's employment.
2. No coach shall be required to drive students to and/or from activities which take place away from the school building.

ARTICLE XXII — EXTRACURRICULAR ACTIVITIES

- A. **Definition - Extracurricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular workday, work week, or work year as defined in this Agreement. Said extra-curricular activities, and the compensation for same, are set forth in Extracurricular/School Activities Position Salary Guide attached hereto and made a part hereof.**
- B. **Newly Created Positions - The salary and other terms and conditions of employment for any extracurricular activities not currently set forth in Extracurricular/School Activities Position Salary Guide shall be subject to negotiations between the Board and the Association.**
- C. **Procedures for filling extracurricular Positions - All vacancies in extracurricular positions shall be adequately publicized by the Superintendent or athletic director in accordance with the following procedure:**
1. **Date of posting - When school is in session, a notice shall be posted on the Association bulletin board in each school as far in advance as practicable, but not less than five (5) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified, in writing; by an applicant that the application is withdrawn.**
 2. **Application Procedure - All vacancies in extracurricular positions, including, those caused by the creation of new positions, shall be posted in each school building no later than the time when they are advertised outside of the District. During July and August, the notice of the vacancy will be emailed with a hard copy mailed to the Association president and building representatives in each school. Vacancies shall be posted for five (5) workdays.**
 3. **Criteria for Notice - The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth in the posting notification. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. A disagreement over the necessity for such changes shall be subject to the grievance procedures set forth in this Agreement. No vacancy in an extracurricular position shall be filled other than in accordance with the above procedure.**

4. Selection Procedure - All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background, attainments, and other relevant factors of all applicants. Each teacher applicant not selected shall; upon request, receive a written explanation from the Superintendent/Designee. Announcements of appointments shall be made by posting a list in the office of the central administration and at each worksite. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

- D. If the procedure set forth in Section B above fails to produce a qualified applicant from within the district, the Board shall make every effort to employ a qualified out-of-district person who is the holder of appropriate certification.
- E. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth above, the Board may assign a qualified teaching staff member from within the district. In-district teachers shall not be involuntarily assigned to extracurricular positions to more than one extracurricular position per school year. Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.

ARTICLE XXIII- INSURANCE

Effective as soon as possible, employees will be enrolled in the SEHBP. The Board agrees not to leave the State Benefits Plan during the term of this agreement. If the Board leaves the State Plan after June 30, 2017, the plan then in effect will be matched as equal to or better than.

Dependent children will be covered up to the age of 26.

- A. The Board shall not provide health benefits to employees employed less than twenty (20) hours per week. Upon ratification employees who work between 20 and 25 hours a week will remain eligible to receive health benefits so long as the employee continues to work more than 20 hours a week and continuously receives benefits. The Board shall not provide health benefits to new employees employed less than twenty five (25) hours per week. Part-time employees may enroll in the applicable program, at the group rate at the employee's cost.
- B. Subject to the exception following as to the dependents of new hires, as of July 1, 2002 the Board will pay the cost of the existing dental program and the cost of the prescription drug program in accordance with the SEHBP.

- C. The Board agrees to provide to its employees, partner in a civil union and their families at least equal to medical dental, and prescription insurance at the level of benefits provided during 2002-2003.
- D. Board paid medical and dental benefits as described in this article will be "employee only" for the first (3) years of employment for employees who are hired after December 31, 1993. Such employees may, however, enroll their dependents in the applicable programs at the group rate, at the employee's cost. Part-time employee may purchase insurance coverage at the group rate.

Those who wish to waive health insurance coverage will receive a reimbursement in two payments, December and June, for a total of \$2500.
- E. The Chapter 78 contributions will continue at the year 4 contribution rates unless the parties negotiate otherwise.
- F. The Board shall continue to administer a Chapter 125 Pre-tax Plan pursuant to all applicable regulations.

ARTICLE XXIV — SEVERANCE PAY

- A. Any full-time employee who has been employed by the Board for fifteen (15) or more years, who submits to the Superintendent a written statement of intention to retire at least one (1) year prior to the intended retirement date, and who is eligible for benefits from the Teachers' Pension and Annuity Fund or Public Employees Retirement System shall be eligible for severance pay as set forth below. In case of illness, accident, or emergency, the one (1) year notice shall be waived.
- B. The severance pay shall be paid as follows:

Employee compensation for unused sick days shall be deposited into an employee's 403b up to the Federal limit.

1. TEACHERS, CUSTODIAL AND MAINTENANCE PERSONNEL, AND PARAPROFESSIONALS:

- a. Employees with fifteen (15) to twenty-five (25) years of service in the district shall receive \$80.00 per day with a cap of \$15,000 per employee.
- b. Employees with twenty-six (26) or more years of service in the district shall receive \$90.00 per day with a cap of \$15,000 per employee.

2. SECRETARIES:

- a. Any secretary shall be eligible for severance pay provided: (a) the secretary retires after 15 years or more service in the South Amboy School District

and (b) the secretary submits a written statement to the Board of his or her intention to retire at least one (1) year prior to the date of retirement.

- b. Employees with fifteen (15) to twenty-five (25) years of service in the district shall receive \$60.00 per day with a cap of \$10,000 per employee. Employees with twenty-six (26) or more years of service in the district will receive \$75.00 per day with a cap of \$15,000 per employee.

ARTICLE XXV - DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the South Amboy Education Association, the Middlesex 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; N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections; shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies within five (5) days of deduction, to such agencies. Any employee may have such deductions discontinued at any time upon thirty (30) days written notice to the Board and the appropriate agency.
- D. All employees shall be permitted to utilize Automatic Payroll Deductions for participation in a credit union. This participation shall be for savings, loan repayment, or the purchase of Savings Bonds. Deductions shall be made monthly. Monies deducted, together with records of any corrections shall be transmitted to the Treasurer of the Credit Union by the 30th of each month in which deductions are made. Any employee may have deductions started or discontinued at any time upon a thirty (30) day written notice to the Board Secretary/Business Administrator.
- E. The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program.
- F. All employees shall be permitted to utilize the Automatic Payroll Deduction program for electronic transfer of funds. Monies shall be transferred to the

employee's banking institution no later than the close of business the same day. If the bank selected by the employee cannot or will not accept the distributions, the Board will not be in violation of this provision.

- G. All employees may individually elect to have any percent of their monthly salary deducted from their pay. These funds shall be paid to the staff member on the final workday in June or deposited monthly into an account of their bank or credit union. The Board shall provide an authorization form to be completed by each participating employee. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the current school year.

ARTICLE XXVI — REPRESENTATION FEE

- A. 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 the fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. 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 non-members will be equal to 85% of that amount.
- C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become current members of the Association for the then-current membership. The Board will deduct from the salaries of such employees, in accordance with section D below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- D. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (1) 10 days after receipt of the aforesaid list by the Board, or
 - (2) 30 days after the employee begins his or her employment in a bargaining unit position.

- E. Except as otherwise provided in this article, the mechanics for the deductions of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- F. The Association will notify the Board in writing of any changes in the list provided for in paragraph A 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.
- G. 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 this article provided the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this article. This indemnification shall include all legal costs.

ARTICLE XXVII — MISCELLANEOUS PROVISIONS

This Agreement constitutes the understanding between the Board and the employees on the articles contained in this Agreement. Both the Board and Association agree to carry out the commitments contained herein.

Any article or any part hereof contained in this Agreement that is contrary to any law, Commissioner's ruling, or any condition beyond the control of the Board will be considered null and void, but all other provision or applications shall continue in full force and effect.

Any individual contracts between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

Both the Board and the Association agree to pay an equal amount of the cost of the production of this Agreement. After the signing of the Agreement, the parties concerned will make arrangement for its reproduction. A copy for each employee employed plus fifty (50) extra copies for new employees.

Whenever any notice is required to be given by either of the parties concerning this Agreement, the party concerned shall do so by registered letter, overnight carrier or personal messenger service requiring signature of party accepting letter/parcel at the following addresses: (1) if by the Association to Board at John Street, South Amboy, NJ; (2) if by the Board to Association at John Street South Amboy, NJ.

ARTICLE XXVIII — DURATION

This agreement shall be in effect from July 1, 2014 and shall continue in effect until June 30, 2017. In witness whereof the parties hereunto have executed this Agreement of South Amboy, New Jersey, on this day of.

The Board agrees to be responsible for duplicating the signed agreement and distributing same to employees and to the Association within thirty (30) days of the date that the agreement is formally executed.

For the Board of Education

For the Education Association

President

Co-President

Board Secretary

Co-President

TEACHER SALARY GUIDE

2014-15					
Step	BA	BA+30	MA	MA+30	PHD
1	52,112	54,002	54,732	55,872	56,292
2	52,412	54,302	55,032	56,172	56,592
3	52,712	54,602	55,332	56,472	56,892
4	53,212	55,102	55,832	56,972	57,392
5	53,812	55,702	56,432	57,572	57,992
6	54,512	56,402	57,132	58,272	58,692
7	55,212	57,102	57,832	58,972	59,392
8	56,012	57,902	58,632	59,772	60,192
9	58,562	60,452	61,182	62,322	62,742
10	61,312	63,202	63,932	65,072	65,492
11	64,262	66,152	66,882	68,022	68,442
12	67,642	69,532	70,262	71,402	71,822
13	71,042	72,932	73,662	74,802	75,222
14	74,542	76,432	77,162	78,302	78,722

TEACHER SALARY GUIDE

2015-16

Step	BA	BA+30	MA	MA+30	PHD
1	52,937	54,827	55,557	56,697	57,117
2	53,237	55,127	55,857	56,997	57,417
3	53,537	55,427	56,157	57,297	57,717
4	54,037	55,927	56,657	57,797	58,217
5	54,637	56,527	57,257	58,397	58,817
6	55,337	57,227	57,957	59,097	59,517
7	56,062	57,952	58,682	59,822	60,242
8	56,912	58,802	59,532	60,672	61,092
9	59,462	61,352	62,082	63,222	63,642
10	62,212	64,102	64,832	65,972	66,392
11	65,162	67,052	67,782	68,922	69,342
12	68,542	70,432	71,162	72,302	72,722
13	71,942	73,832	74,562	75,702	76,122
14	75,442	77,332	78,062	79,202	79,622

TEACHER SALARY GUIDE

2016-17					
Step	BA	BA+30	MA	MA+30	PHD
1	54,092	55,982	56,712	57,852	58,272
2	54,392	56,282	57,012	58,152	58,572
3	54,692	56,582	57,312	58,452	58,872
4	55,192	57,082	57,812	58,952	59,372
5	55,792	57,682	58,412	59,552	59,972
6	56,492	58,382	59,112	60,252	60,672
7	57,217	59,107	59,837	60,977	61,397
8	58,067	59,957	60,687	61,827	62,247
9	60,617	62,507	63,237	64,377	64,797
10	63,367	65,257	65,987	67,127	67,547
11	66,317	68,207	68,937	70,077	70,497
12	69,667	71,557	72,287	73,427	73,847
13	73,042	74,932	75,662	76,802	77,222
14	76,442	78,332	79,062	80,202	80,622

FULL-TIME PARAPROFESSIONALS

2014-15		2015-16		2016-17	
Step	Salary	Step	Salary	Step	Salary
1	23,954	1	25,243	1	26,243
2	24,154	2	25,443	2	26,443
3	24,354	3	25,643	3	26,643
4	24,554	4	25,843	4	26,843
5	24,754	5	26,043	5	27,043
6	24,954	6	26,243	6	27,243
7	25,154	7	26,443	7	27,443
8	25,354	8	26,643	8	27,643
9	25,554	9	26,843	9	27,843
10	25,754	10	27,043	10	28,043
11	26,504	11	27,693	11	28,693
12	27,293	12	28,343	12	29,343
13	27,993	13	28,993	13	29,993
14	28,693	14	29,643	14	30,643

Personal Paraprofessional \$2,000

Toileting Stipend* \$3,000

*Article X. J

PART-TIME PARAPROFESSIONAL SALARY GUIDE

2014-15		2015-16		2016-17	
Step	Salary	Step	Salary	Step	Salary
1	17.11	1	17.43	1	17.77
2	17.31	2	17.63	2	17.97
3	17.51	3	17.83	3	18.17
4	17.71	4	18.03	4	18.37
5	17.91	5	18.23	5	18.57
6	18.11	6	18.43	6	18.77
7	18.31	7	18.63	7	18.97
8	18.51	8	18.83	8	19.17
9	18.71	9	19.03	9	19.37
10	19.28	10	19.60	10	19.94
11	19.88	11	20.20	11	20.54
12	20.49	12	20.81	12	21.15
13	20.92	13	21.24	13	21.58
14	21.36	14	21.68	14	22.02

Step A	13 or more years
Step B	12 years
Step C	9-11 years
Step D	6-8 years
Step E	Less than 5 years

CUSTODIAN/MAINTENANCE SALARY GUIDE

2014-15		2015-16		2016-17	
Step	Salary	Step	Salary	Step	Salary
1	38,194	1	39,219	1	40,239
2	39,694	2	40,719	2	41,739
3	41,194	3	42,219	3	43,239
4	42,694	4	43,719	4	44,739
5	44,194	5	45,219	5	46,239
6	45,694	6	46,719	6	47,739

SECRETARY SALARY GUIDE

2014-15	Salary	2015-16	Salary	2016-17	Salary
E	37,864	E	38,889	E	39,909
D	39,364	D	40,389	D	41,409
C	40,864	C	41,889	C	42,909
B	42,364	B	43,389	B	44,409
A	43,864	A	44,889	A	45,909

Extra Curricular/School Activities Positions

ELEMENTARY	2014-17
Newspaper	1725
Yearbook	2525
Student Council	963
String Club	1353
Summer School Parent/Teacher Coordinator:	
1 Math	4574
1 English	4574
Early Act/RAK (Random Act of Kindness)	520
Technology Facilitator	4227
MIDDLE/HIGH SCHOOL	
Grant Coordinator	6878
Literary Magazine	1728
Newspaper	2591
Yearbook	5661
Peer Leadership	1800
Quill and Scroll	1538
Debate	1352
6 th Grade Class Advisor	550
7 th Grade Class Advisor	635
8 th Grade Class Advisor	819
Technology Facilitator	4228
Science League Advisor	1224
Teacher Trainer for Technology**	
Fun Day Coordinator	573
Summer School Teacher – 45-hour Program	1843
Summer School Paraprofessional – 45-hour Program	629
Summer School Bus Paraprofessional	Hourly Rate

Chorus	4016
Band	4589
Cust. Ath. Funds	2040
Cust. Gen. Org	2040
Nat'l Junior Honor Society	1555
Nat'l Honor Society	1632
Art Honor Society	1545
9 th Grade Class Advisor	635
10 th Grade Class Advisor	717
11 th Grade Class Advisor	1076
12 th Grade Class Advisor	1329
School Play	3826
Music Director	1224
Set Director	1224
Choreographer	1224
History Club	520
Chess Club	520
Early Act Club	520
Girls for a Positive Future	520
Drum and Bugle	520
Curriculum Writing	832
Curriculum Revision	624
in-Line Hockey	520
In-Line Hockey League	1328
Summer School Parent Teacher Coordinator:	
1 Math	4574
1 English	4574
Future Filmmakers	520
Middle School Student Council	1500
High School Student Council	2200
Gay/Straight Alliance	515

Student Performance Group

Homework Club paid at the Tutoring Rate

PSAT/SAT Proctor at the Tutoring Rate

** No monetary compensation for this, position. However those assigned to this position shall teach no more than four (4) classes, shall not be assigned a duty, and shall be provided with both a prep period and a duty free lunch.

ATHLETIC SALARY	2014-17
Bowling (Varsity)	3698
Boys Baseball (JV/Asst.)	4376
Boys Baseball (Varsity)	6241
Boys Baseball (MS)	2386
Boys Basketball (MS)	3102
Boys Basketball (JV/Asst.)	4609
Boys Basketball (Varsity)	6614
Boys Soccer (JV/Asst.)	3556
Boys Soccer (Varsity)	5934
Boys Soccer MS	2386
Boys Tennis	3817
Cheerleader (MS)	2237
Cheerleader (JV Sports)	2863
Cheerleader (Varsity Sports)	3340
Cross Country (Asst.)	2385
Cross Country (Varsity)	5108
Girls Basketball (MS)	3102
Girls Basketball (JV/Asst.)	4609
Girls Basketball (Varsity)	6614
Girls Soccer (Varsity)	5934
Girls Soccer (MS)	2386
Girls Softball (JV/Asst.)	4377
Girls Softball	2386

Girls Softball (Varsity)	6241
Girls Tennis	3817
Intramural Basketball (ES)	1316
Intramural Basketball (HS girls)	1316
Intramural Basketball (HS boys)	1316
Intramural Basketball (MS boys)	1316
Intramural Basketball (MS girls)	1316
Intramural Bowling	1316
Intramural Golf	3042
Intramural Hockey (HS)	1316
Intramural Soccer (MS Coed)	1316
Intramural Softball (MS Coed)	1316
Intramural Volleyball (HS Coed)	1316
Intramural Volleyball (ES)	1316
Intramural Volleyball (MS)	1316
Intramural Weightlifting	2624
Site Mgr. (per session)	36.00
Spring Track (running only)	4000
Timer keeper per game (MS)	36.00
Timer keeper per game (JV)	36.00
Timer keeper per game (Varsity)	36.00
Winter track (running only)	4000