

#1227

AGREEMENT

NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

AND

NORTH BRUNSWICK TOWNSHIP EDUCATION ASSOCIATION

**SCHOOL YEARS
1994-95 THROUGH 1996-97**

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THIS AGREEMENT is entered into this First day of July , 1994 by and between the NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION, hereinafter called the "Board," and the NORTH BRUNSWICK TOWNSHIP EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSED THAT:

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, it is agreed as follows:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions for employees under contract or on leave as follows:

1. Full-time Employees:

Classroom Teachers (Regularly employed and teaching not less than fifteen (15) hours per week)

Media Specialists

Speech Therapists

Child Development Specialists

Guidance Personnel

Nurses

Specialists (Art, Music, Physical Education,
Remedial Teachers)

Athletic Trainer

Psychologists

Social Workers

Learning Disability Teacher-Consultants

Student Assistance Counselor

Assistant to the Principal

Elementary Science Coordinator

Coordinator of Gifted and Talented

Technology Coordinator

In-School Suspension Teacher

Head Custodian and Shift Leaders

School Custodians

Crew Leaders

Maintenance Personnel

Grounds Personnel

**Custodian-Drivers
Inventory Control Specialist
Secretaries
Clerks
Attendance Officer
Computer/Data Entry Operator
Media Technical Assistant**

2. Hourly Employees:

- a. Aides
High School Security
Clerical Aides
Lunchroom/Cafeteria
Classroom**
- b. Cafeteria Workers
Cook Manager
Cook
Food Service Worker - General
Food Service Worker - Cashier**

3. Supplemental Instructors

- 4. Coaches and Advisors
Head Teachers
Grade Level and Subject Matter Leaders**

- 5. Part-time teaching staff members, regularly employed but working less than fifteen (15) hours per week but excluding all other employees of the Board, both certificated and non-certificated.**

B. Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to all employees represented by the Association in the negotiation unit as listed above. Use of a specific title in any provision of this Agreement shall refer only to the employees serving in such title.

C. Categories established hereafter by the Board shall be included in the unit upon approval by the Association and the Board.

D. Whenever a temporary vacancy occurs and the Board hires a replacement, if that employee's time of employment exceeds sixty (60) consecutive days, excluding incidental absences for sick leave, personal days and/or bereavement days, then that employee shall receive wage and health benefits appropriate for that category of employee, effective with the sixty-first calendar day.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of N.J.S. 34:13-1 et seq.

A. The parties agree to comply with the requirements of the New Jersey Employer-Employee Relations Act as amended, in a good faith effort to reach agreement. Such negotiations shall begin not later than November 15th of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit defined in Article I., be reduced to writing, and shall be subject to ratification by both parties.

B. The first negotiation session shall be only for the following purposes: (1) to establish ground rules for negotiations; (2) for any formal presentation of a full and complete written proposal by the Association and to establish dates for submission of the Board of Education proposal; (3) for discussion of any other matters that either party wishes to raise.

ARTICLE III

MEDICAL INSURANCE

A. The North Brunswick Township Board of Education for the 1994-95 through 1996-97 school years, will pay for every employee listed in Article I.A.1., I.A.2., and I.A.3., according to his/her marital status:

100% of the cost of Connecticut General Medical and Surgical Plan, Prescription Plan, Dental Plan, and Major Medical coverage. **Subject to the following changes in deductibles effective upon mutual ratification of the 1994-97 agreement:**

- (1) Major medical deductible \$200 individual and \$400 family.
- (2) Co-payment on major medical 20% of first \$5,000.
- (3) Dental deductible \$50 individual and \$100 family (waived for preventive care).
- (4) Effective close of business 6/30/97, change prescription co-pay to \$6 for brand name, \$3 for generic and \$0 for mail order.

B. Board paid medical benefits as described in (A.) above will be for "employee only" for the first three (3) years of employment. (New hires may purchase the family portion of the medical benefits).

C. The Board may, upon reasonable prior notification to the Association, substitute other insurance carriers so long as the insurance coverage provided above are equal to or better than those now provided.

D. Unless specifically stated, employees regularly employed and working less than twenty (20) hours per week shall not receive any medical insurance.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint in writing by an employee that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law; or (b) the Board of Education is without authority to act; or (c) a complaint of a non-tenure employee which arises by reason of his/her not being re-employed; or (d) any matter which the Public Employees Relations Commission has ruled or has the power to rule. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. PURPOSE

The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. An aggrieved person shall first discuss the grievance with an immediate supervisor or principal.

C. RIGHTS OF EMPLOYEES TO REPRESENTATION

Any person in interest shall be assured freedom from restraint, interference, coercion, discrimination or reprisal due to participation in presenting a grievance. An employee may designate a representative of the Association or other person of his/her own choosing to appear with him/her at any step. If a person chooses to represent himself/herself, the Association shall receive copies of all proceedings upon their final completion.

D. PROCEDURE

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.**
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the work year, and if left unresolved until the beginning of the following work year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year, or as soon thereafter as is practicable.**
- 3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.**

4. LEVEL ONE

An employee with a grievance may submit it in writing to his/her immediate supervisor (Principal or Supervisor). Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

5. LEVEL TWO

If the aggrieved person has not received a written reply for Level One within five (5) work days from receipt of the grievance by the immediate supervisor, and/or is not satisfied with the disposition of his/her grievance, he/she may file a grievance in writing with the Superintendent of Schools within five (5) work days after receipt of the written reply or conclusion of the time in which to provide the written reply, if no reply is forthcoming. The written grievance shall specify: the facts constituting the grievance; the results of the previous discussions; the dissatisfaction with any decisions previously rendered. If such notification is not received within the total ten (10) work day period, the grievance shall be considered as waived, and thereafter the grievant shall be estopped from pursuing said grievance.

6. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or has not received a written reply within ten (10) working days after the grievance was delivered to the Superintendent of Schools, he/she may within five (5) work days after the decision by the Superintendent, or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his/her grievance to the Board. The Board shall hold a hearing and will render a decision within thirty (30) calendar days after receipt of the grievance or after the hearing, except that every reasonable effort will be made to respond earlier. If such notification is not received within a fifteen (15) work day period, the grievance shall be considered waived, and thereafter the grievant shall be estopped from pursuing said grievance.

7. LEVEL FOUR

- a. If the aggrieved person does not accept the disposition of his/her grievance at Level Three and wishes review by a third party and the grievance pertains exclusively to violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, he/she shall notify the Board, through the Superintendent, within ten (10) workdays of the receipt of the Board's decision. An aggrieved person, in order to process his/her grievance beyond Level Three, must have his/her request for such action accompanied by the written recommendation of the Association for such action.
- b. In order 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 shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which requires the commission of an act by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his/her power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement, and the arbitrator shall have no power to add to or to subtract from or modify any of the terms herein without specific authority from the parties. The arbitrator shall not in any case have power to rule on any issue or dispute which is not a grievable matter under this Article IV, or so specified under the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all of the parties.

d. The cost of arbitration shall be subject to the following:

- 1. Each party shall bear the total costs which it incurs.**
- 2. The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.**
- 3. Time lost by any employee for attendance at arbitration hearings shall be with pay. Arbitration hearings will be after working hours.**

8. In no case shall any grievance be permitted that has not been activated within the twenty (20) work days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitations.

E. LIMITATION

An employee or group of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he/she has instituted a grievance.

F. MISCELLANEOUS

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.

ARTICLE V

RIGHTS OF THE PARTIES

A. The Board agrees to furnish to the Association, in response to reasonable requests all available public information concerning district operations as it relates to collective negotiations, in accordance with Negotiation Procedure, Article II, Paragraph B.

B. Upon their appointment, the names and addresses of new employees shall be available to the President of the Association following the regular Board of Education meeting at which the appointment was made.

C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiation, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.

D. Official Association business may be transacted on school property except during regular working hours, provided that this time shall not interfere with or interrupt normal operations and with the prior approval of the Principal of the school or Superintendent. Duty-free lunch time may be used to transact official Association business.

E. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable time, with prior approval of the Principal of the school, provided such equipment is not in use. The Association shall supply personnel and all materials and pay for repair or replacement of such equipment incident to such use.

Except for activities listed in its annual calendar supplied to the Superintendent, the Association shall apply for use of building facilities in the same manner as other community organizations, without charge to the Association.

F. The Board agrees to furnish to the Association ten (10) copies of the minutes of all public Board meetings, and new policies affecting the members of this unit, for posting in the employees lounge in each building and the Association files.

G. The Association may purchase and have installed by the Board, a bulletin board for its exclusive use in the employee lounge.

H. The rights and privileges granted to the Association by this Agreement as exclusive representative of the employees are not intended by the parties to be granted to any other organization representing any employees in the unit in connection with terms and conditions of employment.

I. The Association may install and maintain a telephone for use by the Association President. The expenses associated with this telephone shall be borne by the Association, and the telephone's location must be approved by the Superintendent. The installation shall be at the home school of the Association President.

J. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof. By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to select and direct employees of the school district; to hire, assign, promote, transfer and retain employees covered by this Agreement within the school district, or to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the school district operations entrusted to it; to determine the methods, means and personnel by which school district operations are to be conducted; to introduce new or improved methods and facilities; to contract out for such goods and services as may be permitted by law; and to take whatever other actions may be necessary to accomplish the mission of the school district in any situation. In exercising the foregoing rights, the Board shall not violate any other provision of this Agreement.

K. The Board and the Association agree to hold at least one (1) conference each year with the Executive Council, the Board of Education, and representation from the Superintendent's Office, to discuss concerns of the district.

L. The Board agrees that the Association President shall have released time as follows:

1. If a high school or middle school teacher, the teacher shall not have any non-teaching duties;
2. If an elementary school teacher, the teacher shall not have any non-teaching duties and, if possible, the preparation period will be scheduled immediately adjacent to the lunch period.
3. If a non-certified employee, that employee shall receive one (1) hour of release time per day.

ARTICLE VI

EMPLOYEE RIGHTS

A. In accordance with N. J. S. 34:13A-1 et seq., and other applicable laws, it is hereby agreed that every employee shall have the rights freely to organize, join, or refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under order of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employees with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or non-membership in the Association and its affiliates, his/her participating in any lawful activities of the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Any criticism by a supervisor, administrator or Board member of an employee without justifiable, substantive reasons shall be made in confidence and not in the presence of students, parents or at public meetings.

C. 1. An employee shall be entitled to have a representative of the Association present at an interview with the Board or its representative if there exists reasonable grounds to conclude that discipline will directly result as the result of the interview. The non-availability of Association representation shall not serve as a reason to unduly delay the interview. These representational rights shall not apply to general or informal discussions or individual performance and evaluation.

2. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. No employee shall be disciplined, receive a written reprimand or recorded verbal reprimand, or be reduced in rank or compensation without just cause. No employee with three or more years of continuous employment can be discharged or not have his/her contract renewed without just cause. Grievances regarding the above shall be subject to binding arbitration, except where precluded by alternate appeal procedures.

E. SECRETARIES

Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Employees shall not be required to work under unsafe or hazardous conditions. Such conditions shall be referred immediately to the Supervisor/Principal for appropriate action.

B. 18A:6-1 (Corporal punishment of pupils)

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school institution; but any such person may, within the scope of his/her employment, use and apply such amounts of force as are reasonable and necessary.

1. to quell a disturbance threatening physical injury to others;
 2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 3. for the purpose of self-defense; and
 4. for the protection of persons or property, and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intention of this section. Every resolution, by law, rule, ordinance, or other act of authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.
- C. 1. The Board shall give full support, including legal and other assistance, for any assault upon the member while acting in the discharge of his/her duties.
2. 18A:30-2.1 (Payment of sick leave for services connected disability)

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

D. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Supervisor/Principal.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the member for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the member, the police and the courts.

E. 18A:6-6 (Indemnity of Officers and Employees Against Civil Action)

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any 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 fees and expenses, together with the costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

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/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

F. Subject to prior approval by the Board and pursuant to Worker's Compensation Laws of New Jersey, the Board shall reimburse a member for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.

ARTICLE VIII

SCHOOL CALENDAR

A. The Board of Education shall determine the school calendar after consultation with the Association. Such consultation shall begin no later than January 15 of the prior school year. In addition, the Board will consult with the Association concerning its views on calendars for the two school years beyond the next school year.

B. The closing of schools shall be the prerogative of the Superintendent of Schools.

C. Changes in the School Calendar, to accommodate make-up days, shall be made after consultation with the Association.

ARTICLE IX

SALARIES

A. The base salaries of all employees are set forth in Appendix B I through Appendix B V, which are attached hereto and made a part thereof.

B. All employees may individually elect to have ten percent (10%) or twenty percent (20%) of their monthly salary (September 1 - June 30) deducted from their pay and deposited in interest-bearing accounts.

C. 1. Employees listed in Article I.A.1. and I.A.5. shall be paid on the fifteenth (15) and thirtieth (30) day of each month. When a payday falls during a holiday, vacation or weekend, employees shall receive their paychecks on the last working day.

2. Employees listed in Article I.A.2. and I.A.3. shall be paid on the thirtieth (30) for hours worked between the first (1st) and fifteenth (15th) of the month, and shall be paid on the fifteenth (15th) for hours worked between the sixteenth (16th) and thirty-first (31st) of the previous month.

3. When a payday falls during a Board Office holiday, or a weekend, hourly employees shall receive their paychecks on the last working day.

D. Anyone wishing to have payroll deductions for Savings Bonds must contact the Business Office.

E. ADDITIONAL AUTHORIZATION: Additional authorization for dues deduction may be received after August 1st, under rules established by the State Board of Education.

F. A program to facilitate the automatic deposit of full payroll check amounts to designated financial institutions will be implemented subject to the number of participants and bank regulations.

ARTICLE X

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT FOR NON-CERTIFIED EMPLOYEES

The following provisions shall be generally applicable to all non-certified members of the Association except as otherwise indicated below:

A. TEMPORARY LEAVE OF ABSENCE: This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system.

1. An allowance of up to five (5) consecutive working days or seven (7) consecutive calendar days, whichever is less, shall be granted for death in the immediate family.

DEFINITION: Immediate family shall include: Husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his/her or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond these days may be taken against unused personal leave provided below.

2. An allowance of up to three (3) personal leave days during the school year shall be permitted with prior approval by the Business Administrator.

Requests for personal leave shall be submitted at least two (2) full working days in advance of the date of personal leave. The Business Administrator will have the right to waive this time requirement in case of emergency.

Requests for personal leave shall not be granted on days preceding or following a school holiday, or on consecutive work days except in case of emergency.

Unused personal leave days shall be credited as sick days at the end of the school year in accordance with the Board's Staff Attendance Plan and shall be eligible for the reimbursement provided by Paragraph "B" below as sick leave days. When an employee is absent for one-half day or less, he/she shall be assessed one-half of a personal leave day.

B. Upon retirement to a State retirement system, under a pay status, excluding deferred retirement, non-certified employees with ten (10) or more years of service in the North Brunswick Township School District will receive payment for each accumulated sick day upon date of retirement at 1/4 the daily rate of pay. Upon resignation in good standing, non-certified employees with fifteen (15) or more years of service in the District, will receive payment for each accumulated sick day upon date of resignation at 1/8 the daily rate of pay.

Upon the death of an active employee, unused sick leave reimbursement (as defined for retirees) shall be paid to the estate of the deceased.

- C. 1. Evaluations for all non-certified employees shall be completed prior to June 1st of each year.
2. Each staff member shall be evaluated and given a copy of the written evaluation report before the conference to discuss it. No such report shall be submitted to the Central Office or placed in the file without the staff member's knowledge. The staff member shall be required to sign the completed form indicating whether there is agreement or disagreement and may add an addendum.
3. A staff member shall have the right, upon request, to review the contents of their personnel file in the presence of the Business Administrator or his/her designee.
- D. All openings will be circulated among existing employees for a period of one (1) week before the public advertisement.

E. Professional Development

1. Tuition Reimbursement - Non-certified employees shall be eligible for reimbursement of up to **\$590 per year in 1994-95, \$650 per year in 1995-96 and 1996-97** for tuition costs for courses directly related to the position of the applicant. Such courses shall have prior approval of the Business Administrator, submitted in writing. Official transcripts will be required, and a passing grade must be received.
2. **There shall be at least one workshop per year per non-certified sub-group at which attendance is voluntary if held outside the work day. If the workshop is held during the regular work day for the employee, he/she shall receive no additional pay. If the workshop is held outside of the employee's regular hours, he/she shall be paid at his/her regular hourly rate. The Staff Development Advisory Committee shall review possible inclusive training topics for non-certified support staff.**

F. Holidays for 12-month Personnel

1. Fifteen (15) paid holidays shall be granted, except when Christmas Eve falls on a weekday; then there shall be sixteen (16) paid holidays in that year.

2. 12 month secretaries and custodians shall receive two (2) N.J.E.A. convention days, without loss of pay, but subject to the following:
 - a. valid proof of attendance must be presented to the Business Administrator
 - b. Custodians requesting approval to attend either or both of the two N.J.E.A. convention days must submit a request to the Business Administrator at least thirty (30) days prior to the convention date.

The Business Administrator will inform the custodial employees within two weeks of receiving notification of intent, whether or not the regular operations of the district preclude their convention attendance.

G. Seniority. (RIF and Recall of Non-Certified Staff)

1. In the event of a reduction in force of a non-certificated employee(s), seniority will be utilized for reduction in force and re-call purposes provided the non-certificated employee(s) has five continuous years of service in the District and one year of service in the particular sub-category within the title. Such re-call rights will be in effect for up to two years after the reduction in force.
2. The occupant of the Computer/Data Entry Operator position as of December 16, 1993, shall have seniority rights over secretaries with fewer years of service in the District in the event of any reduction in force.

ARTICLE XI

AIDES

A. SICK DAYS

Unit members shall receive eleven (11) sick days per school year. Unused sick days from each school year shall be cumulative. When an aide is absent due to illness for one-half day or less, he/she shall be assessed one-half of a sick day.

B. Aides shall receive a full day's pay for all scheduled hours regardless of snow day, delayed opening or emergency closing.

C. When an opening occurs for a High School Security Aide, it will be posted internally. Interested Security Aides with the greatest seniority will be given the right of first refusal for the opening.

D. A fifteen (15) minute paid break daily shall be provided for all aides working four (4) or more consecutive hours as per State law.

ARTICLE XII

CUSTODIAL/MAINTENANCE/GROUNDS PERSONNEL

Reference to "custodial employee" shall hereafter refer to all grounds persons, maintenance persons and custodians. The use of a specific title shall refer to that position only.

A. TERMS AND CONDITIONS OF EMPLOYMENT

1. Work Week

The standard work week for all daytime custodial employees of the Association shall be based on a forty (40) hour week consisting of five (5) eight hour days. Shift assignments will be arranged according to the needs and demands of each school. The standard work week for custodial employees assigned to the second shift shall be based on a thirty-seven and one-half (37 1/2) hour week.

All custodial employees shall receive one fifteen (15) minute break daily as scheduled by the Supervisor of Buildings and Grounds.

2. Summer Hours

During the above period when school is not in session, all custodial employees of the Association will report to their assigned schools at 7:00 A.M. and be dismissed at 3:30 P.M., with a half hour lunch, unless otherwise notified by the Business Administrator. During July and August, in addition to their morning scheduled break listed in A.1 above, there shall be one fifteen minute break in the afternoon as scheduled by the Supervisor of Buildings and Grounds.

3. Snow Days

When schools are closed because of a snowfall, all custodial employees will report to their assigned building by 7:30 A.M. for snow removal.

In the event there is a snowfall and schools are open, day custodians are to report at 6:30 A.M. to clear snow from entrances, etc.

4. Weekend Security Check

The head custodian is responsible for his/her building seven (7) days a week and will conduct a security check on Saturday and Sunday.

5. Probationary Period

All custodial employees hired or who change job titles will receive a contract and the benefits listed below immediately. The contract will contain a provision for a one (1) day notice of termination by either party for a period of 90 days. After the completion of the 90 day period, the termination clause will be 30 days' notice by either party.

In the event of termination, employees who have changed job title will be allowed to transfer back as soon as practicable to their previously held job title if they are otherwise in good standing.

Any employee placed on probation as of July 1 or hired between July 2 and October 2, shall be on probation until November 30, but in no event shall an employee's probationary period be less than ninety (90) days from the date employment commences.

At the completion of the 90 day period, the custodial member of the Association will be eligible for the Uniform and Safety Equipment Benefits as applicable.

6. Boiler License

Each custodial employee of the Association shall obtain a license as directed by the Business Administrator and at the expense of the Board of Education. Custodians attending boiler license school will do so without loss of pay, provided they comply with reasonable travel time allowances as established by the Administration. Such travel shall be eligible for mileage reimbursement.

7. License - Maintenance

The Board of Education will pay the license fee for licensed maintenance personnel if the license is a requirement of the position.

8. Head custodians shall be guaranteed a total of one (1) hour per day for duty free lunch.

9. Differential Classification

Any custodial employee who is required to perform the duties of a head custodian, shift leader, or maintenance personnel for a period of **fifteen (15)** consecutive days or more, shall be paid the differential retroactive to the first day of the person's assignment in that position.

10. Service Credit

A custodial employee appointed by the Board of Education between the dates of July 1 through December 31, will be granted one (1) year's service credit at the completion of that fiscal year for both salary and longevity purposes.

11. Overtime

Overtime will be offered on an equal basis to all custodial employees when the need arises as determined by the Business Administrator.

Overtime will be paid at the rate of time and a half (1 1/2) for all hours worked over eight (8) hours in the work day. The work week consists of eight (8) hours per day, five (5) days per week.

The minimum overtime during the regular work week will be one (1) hour. Overtime assignments on weekends will be compensated at a four (4) hour minimum.

Emergency Call Outs

a. If the duration of the call out is greater than one (1) hour (excluding travel time to and from the building) after working hours during the regular work week and weekends, compensation will be at a four hour minimum at time and a half per hour.

b. Call outs of one (1) hour duration or less (excluding travel time to and from the building) after working hours during the regular work week and weekends, will be compensated at a four hour minimum at the regular hourly rate.

There shall be a \$7.50 meal allowance for employees plowing or shoveling snow for more than four hours after a regular eight hour shift.

Overtime assignments on holidays will be compensated at double time for any hours worked.

B. Benefits

1. **Sick Days - twelve (12) days, cumulative. When an employee is absent due to illness for one-half day or less, he/she shall be assessed one-half of a sick day.**

2. **Vacations**

Employment date for vacation purposes will be retroactive to the first day of employment, providing the employee receives an annual contract upon completion of the probationary period.

Full years of employment are based on school year starting September 1 and ending June 30.

All custodial employees shall be entitled to the following vacation schedule:

0 - 11 months employment - one (1) day upon completion of each month of employment until June 30, but not exceeding 10 days during the first school year. Employees must work to June 30 before becoming eligible for this vacation time.

Completion of:

1-4 full years of employment	10 working days
5-10 " " "	15 " "
11th year " "	16 " "
12th year " "	17 " "
13th year " "	18 " "
14th year " "	19 " "
15th year " "	20 " "
20th year " "	22 " "

Custodial employees other than 0 - 11 months will be entitled to a prorated vacation period should they leave during the school year.

Vacation time may be taken from July 1 to June 30 for vacation earned the previous school year upon approval of the Business Administrator.

Scheduled vacation times shall be determined on a district-wide seniority basis. Vacation selection forms shall be distributed to the employee no later than March 15th for the upcoming vacation year.

Choices, if any, shall be returned to the Business Administrator no later than April 15th. The Business Administrator shall notify employees of their vacation schedule no later than May 15th. The foregoing is based upon standard budget submission/approval dates for purposes of determining the status of planned projects.

3. Uniform, Tools and Safety Equipment

- a. The Board of Education will furnish each employee with five (5) complete sets of uniforms, and it is each persons responsibility to see that the uniforms are laundered and neat in appearance and worn on their job. Twice yearly, worn out uniforms will be replaced on or before July 1 and January 1 of the contract year.
- b. Maintenance, grounds, and custodial personnel will be furnished with one (1) set of foul weather gear.
- c. All maintenance and grounds employees will be furnished with one (1) heavy jacket, one (1) pair of heavy gloves, one (1) safety helmet, and one (1) pair of safety goggles. The gloves and jackets will also be replaced on an as needed basis.
- d. The Board shall provide one (1) pair of shoes annually in the following categories: work shoes for custodians; safety shoes for maintenance and grounds personnel. Work shoes and safety shoes must be worn by appropriate employees during working hours.
- e. During the term of the contract, the Board shall provide one (1) pair of insulated gloves to custodians.
- f. Each maintenance employee shall be furnished with a complete set of hand tools. Maintenance employees will use only Board of Education tools. Replacements will be furnished by the Board for worn out or broken tools.
- g. **The Board will supply a winter jacket to each custodian who is assigned or will be assigned to work outside.**

4. Promotions.

a. Head Custodians

The appointment of the head custodian in a building will be at the recommendation of both the Principal and Administrator in charge. Length of service will be a factor in the selection, but it will not be the sole factor or most important. The most important factor in the selection will be for the person to meet the requirements as outlined in the job responsibilities and qualifications. This can best be determined by the present attitude and quality of work performed.

- b. Copies of this agreement shall be presented to all custodial employees and to each new employee in this classification hired by the Business Administrator.

5. Qualification of Maintenance Personnel

Any maintenance employee appointed after July 1, 1977, shall be required to present proof of his/her skills or competencies in the trades by means of a license in that skill, union card, or qualified references. The area of skill will be outlined at the time the position is open.

6. Tenure - None (See Seniority - RIF/Recall)

7. Miscellaneous

a. All requests for transfers from one building to another, or to the maintenance crew, must be in writing to the Business Administrator

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

c. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Business Administrator

d. Within two (2) weeks of the decision on the appointment, the Business Administrator shall notify applicants in writing as to the disposition of the application.

e. Attendance at required workshop sessions shall not be compulsory during an employee's approved vacation time.

ARTICLE XIII

FOOD SERVICE

A. CHANGES IN CLASSIFICATION

1. A helper who substitutes on a temporary basis for a cook shall receive an additional \$.55 per hour, during the time of substitution.
2. A helper promoted to cook on a permanent basis shall receive cook's salary at the same step that they received as a helper.

B. SERVICE CREDIT

1. Persons who work at least 90 consecutive days in the cafeteria system during a school year will receive one (1) year service credit. A former employee of the cafeteria staff will be granted full credit for prior service time in the North Brunswick School District.

C. LEAVE

1. Any regularly employed food service employee with a daily assignment shall have, without loss of pay, eleven (11) cumulative sick leave days per year. When an employee is absent due to illness for one-half day or less, he/she shall be assessed one-half of a sick day.

D. UNIFORMS

1. All food service employees who have been employed by the Board for more than 90 days are entitled to a \$250.00 yearly uniform allowance. Uniforms are to include shoes.

E. HEALTH EXAMS

1. For all food service employees, health exams and blood work, when required by the Board, shall be paid by the Board.

F. Food service employees shall receive a full day's pay for all scheduled hours regardless of snow day, emergency or delayed opening.

G. SERVICE CREDIT AND LONGEVITY

To be considered for a full year's credit for longevity, a food service worker must work within the district at least one more than one-half the number of teaching days for the school year. The stipend for longevity is contained in Appendix B III.

ARTICLE XIV

SECRETARIES/CLERK-TYPISTS

A. RECLASSIFICATION

1. Whenever a clerical employee shall be reclassified due to an opening in the system, the salary shall be adjusted accordingly, but in no event shall the employee be penalized salary wise through reclassification, but subsequent salary negotiations will be based on the newly assigned category.

B. LEAVES

Any full-time staff member shall have without loss of pay:

1. Twelve (12) sick leave days per year. When an employee is absent due to illness for one-half day or less, he/she shall be assessed one-half of a sick day.

2. Inclement Weather - If schools are closed by the Board of Education for inclement weather, all offices will be closed.

3. Subject to the prior approval of the Business Administrator to attend workshops, seminars, conferences, and in-service training sessions, the Board agrees to pay full, reasonable expenses, including fees, meals, lodging, and/or transportation incurred for same. Such requests for reimbursement shall be documented.

4. Maternity leave, without pay, shall be granted to all tenured employees of the secretarial and clerical staff upon request. The following conditions apply:

a. The employee shall submit a request for maternity leave to the Business Administrator, in writing, at least 90 days prior to the date she wishes her leave to commence. She shall submit to the Business Administrator, in writing, confirmation of date of return 30 days prior to her return. Such leave can be terminated earlier upon the request of the employee, with the approval of the Business Administrator.

b. The commencement date of the maternity leave shall be determined by taking into account the needs of the district and the physical ability of the employee.

c. Maternity leave may be granted for a period of up to one (1) full year, 12 months.

d. All medical and hospital insurance benefits may be continued at the employee's expense at the group rate during maternity leave.

e. Any employee, upon returning from maternity leave, shall assume the same job classification in the system without the benefit of experience increment credit for the time of said leave.

5. An allowance of up to five (5) consecutive working days or seven (7) consecutive calendar days, whichever is less, shall be granted for death of grandchildren.

6. For the duration of this agreement, a pilot program will **continue** at the high school, whereby mutually acceptable vacation schedules will be formulated so that 12 month high school secretarial staff will follow the school calendar. It is recognized that District needs may require the Administration to request that a given secretary/secretaries work on a day(s) outside the school calendar. Should such secretary/secretaries be available, compensatory time will be provided. The parties will coordinate efforts so as to satisfy District needs. To this end, a sub-committee will annually review the program to discuss problem areas. During the pilot program, the differential of .0553% for 12 month personnel involved shall be suspended. Upon completion of **this Agreement (June 30, 1997)**, should either party determine to discontinue this pilot program, this system will automatically revert to the status quo ante including restoration of the existing differential.

C. EXTENDED LEAVES OF ABSENCE

1. A leave of absence, without pay, for one (1) year may be granted at the discretion of the Board of Education to a tenured staff member for the purpose of caring for a sick member of the immediate family, as defined in Article X, A.1. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board of Education.

2. Other leaves of absence, without pay, may be granted at the sole discretion of the Board.

3. All benefits accumulated in North Brunswick Township, excluding salary to which a staff member was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon the staff member's return from the granted leave of absence.

4. All extensions or renewals of leaves shall be applied for, in writing, and the reply shall be in writing.

D. VACATION

1. The vacation entitlement for 12 month full-time employees shall be:

Completion of:				
0-12 months -		after the first three months of the school year, one day per month be granted as vacation time, for each full month worked		
	1-4 years employment		10 working days	
	5-10 "	"	15	" "
	11 "	"	16	" "
	12 "	"	17	" "
	13 "	"	18	" "
	14 "	"	19	" "
	15 "	"	20	" "
	20 "	"	22	" "

2. The vacation entitlement for 12 month part-time clerical employees shall be a prorated portion of the 12 month full-time clerical employees' vacation, based on the hours worked per day as compared to a full seven (7) hour work day.

3. There is no vacation entitlement for 10 month full-time clerical employees. They are not required to work on days when school is not in session, except for the complete months of June and September.

4. When an employee transfers from a ten (10) month position to a twelve (12) month position, the employee shall receive credit for half of the years worked as a ten month employee towards vacation as a twelve (12) month employee.

E. HOURS

1. All 12 month clerical employees to work six (6) hours per day during the months of July and August. The district has the right to schedule its summer staff at the Board Office for six consecutive hours of work (exclusive of lunch) between the hours of 7:30 a.m. and 4:30 p.m.

2. The Board shall be able to schedule one secretary in the High School to start at 7:30 a.m. and one to stop at 4:30 p.m. in order to keep the office open from 7:30 a.m. to 4:30 p.m. Similarly, the Computer Center may be staffed from 7:30 a.m. to 5:00 p.m. The Board shall notify an employee two weeks before changing the hours of work.

3. Secretaries will be permitted to leave fifteen (15) minutes early on any day immediately preceding a holiday.

F. SERVICE CREDIT AND LONGEVITY

a. 10 month secretarial/clerical

To be considered for a full year's credit for longevity, a ten month secretary/clerk-typist must work within the district at least one more than one-half the number of scheduled days for the school year. The stipend for longevity is contained in Appendix B IV.

b. 12 month secretarial/clerical

A 12 month secretary/clerk-typist appointed by the Board of Education between the dates of July 1 through December 31, will be granted one (1) year's service credit at the completion of that fiscal year for both salary and longevity purposes.

ARTICLE XV

TEACHERS

A. TEACHER FACILITIES

1. Each school will have the following facilities:
 - a. Space in each classroom in which teacher may store instructional supplies.
 - b. Free off-street parking facilities.
 - c. Closet space for each teacher.
 - d. Copies, for each teacher's use, of all textbooks used in each of the courses he/she is to teach.
 - e. Chalkboard space in every classroom.
 - f. A complete and unabridged dictionary in every classroom.
 - g. Books, paper, pens, chalk, erasers and other such materials required in daily teaching responsibility.
 - h. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials. An appropriately furnished room for the exclusive use of teachers; it shall be regularly cleaned by the school custodian. Teachers are not to move desks, tables or chairs from designated areas.
 - i. A filing cabinet for the exclusive use of each teacher.
 - j. An adequate number of duplicating machines shall be placed in each school and shall be available for use by teachers.
2. The Board shall provide gym uniforms for physical education teachers, uniform for the band director, choir robe for the choral director, smocks for art and home economics teachers, laboratory coats for science teachers, shop coats for industrial arts teachers.

3. Special Services Facilities

- a. It will be the responsibility of the Administration to provide clerical services as they become necessary.**
- b. The Board will provide office facilities which meet generally accepted standards for the type of professional work in which the staff engages.**

B. TEACHER ASSIGNMENT

- 1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their certificate and/or their major or minor fields of study except in cases of emergency.**
- 2. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, building assignments for the forthcoming years as soon as possible; if feasible, not later than August 15th.**
- 3. The Superintendent shall give notice of assignments to new teachers as soon as practicable.**
- 4. In the event that changes in such schedules, class and/or subject assignments or building assignments are proposed after August 1st, any teacher affected shall be notified promptly and in writing and, upon request of the teacher, changes shall be promptly reviewed.**
- 5. Itinerant teachers who may be required by the Board or the Superintendent to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all travel done after the arrival at their first location or based school assignment and before the last assigned location at the end of the day. Such requests for travel reimbursement shall be documented. The rate will be at the I.R.S. rate as of July 1st of each school year.**

Such traveling teachers shall be provided an adequate amount of time for travel between schools. Traveling teachers shall be on the duty roster in only one school per day.

- 6. All orientation programs for teachers shall be sponsored by the Board in cooperation with the Association.**

C. TEACHING HOURS AND TEACHING LOAD

- 1. Teachers, as professionals, shall indicate their presence for duty by initialing the school attendance sheet upon arrival and departure from school. The attendance sheet will be removed to the Principal's Office fifteen (15) minutes before the opening of school and returned fifteen (15) minutes after the close of school. Teachers reporting or leaving the building while the attendance sheet is in the Principal's Office will be required to clock in and clock out the time.**
- 2. Teachers shall be required to report at least fifteen (15) minutes prior to their first daily scheduled assignment (for example, teaching, prep period, etc.), unless they are assigned to a preschool duty. Teachers shall be required to remain at least fifteen (15) minutes after their last daily scheduled assignment (for example, teaching, prep period, etc.), unless they are assigned to a post-school duty. Early dismissal may be granted only by permission of the Principal.**
- 3. No teacher shall stand pre or post school bus duty without an administrator or designee in the building and appropriate emergency procedures established.**
- 4. Teachers are expected to cooperate with the present volunteer practice concerning all school activities.**
- 5. On Fridays and days preceding a holiday or vacation, the teacher's day will end five minutes after the close of the pupil's day to which they are assigned.**
- 6. a. The daily teaching load will be established by the school Principal. At the High School (grades 9-12) and the Middle School (grades 7-8), the normal teaching load will be five (5) teaching periods, a homeroom period (which will be rotated on an equitable basis), plus one additional assignment, a duty-free lunch period and one preparation period. The Principal shall have the right to exclude from homeroom assignment those teachers having assignments that require more daily preparation to meet the student needs or those teachers who accept a pre or post duty assignment for the entire school year. Every reasonable effort will be made to restrict the teaching schedule to two (2) subject areas and a maximum of three (3) teaching preparations. Lost preparation periods shall be compensated in accordance with Paragraph 7 below.**
 - b. PART TIME TEACHERS**
 - 1. Duty assignments for part-time teachers will be in the same proportion as their employment status. For example 2/5 teacher may be assigned duty no more than 2/5 of a full-time teacher's duty.**

2. Salary for part-time teachers will be in the same proportion as their employment status. For example, a 2/5 teacher will receive 2/5 of a full-time teacher salary (on the appropriate salary guide step).

c. SIXTH TEACHING PERIOD

1. The Administration may replace a teachers duty period in the High School and/or Middle School, with a sixth teaching assignment.

2. The Administration must endeavor to obtain volunteers within the areas in which it seeks to assign the sixth teaching period.

3. A volunteering teacher can be assigned a sixth teaching class for consecutive years.

4. Anyone teaching a sixth class, shall receive additional compensation equal to 1/7th of his/her/hers annual salary (annual salary includes service or longevity bonus for this calculation).

5. A sixth teaching class that has been volunteered for can be assigned without regard to the contractual restrictions relating to the number of consecutive periods or the number of preparations.

6. A sixth teaching assignment shall not be implemented more than twice in any department or subject area.

7. Prior to a teacher being assigned to teach a sixth period on an involuntary basis, the Board will:

- a. Post the positions involved seeking volunteers.
- b. Advertise the position if no volunteers come forth.
- c. Notify the Association if no suitable and/or qualified teacher can be found.
- d. Involuntarily appoint a teacher to the sixth class.

7. Five (5) preparation periods per week shall be provided for classroom and special subject teachers in the elementary schools. In the event an elementary classroom or special subject teacher loses a preparation period, the classroom or special subject teacher will be compensated **\$18.90 for the 1994-95 school year, \$19.85 for the 1995-96 school year and \$20.85 for the 1996-97 school year per lost preparation period.**

8. Teachers shall have a duty-free lunch period, during a regularly scheduled lunch period for the students, of at least the equivalent time of the students', but not less than thirty (30) consecutive minutes.

9. Teachers may leave the building during their duty-free lunch period upon notification to their Principal of their departure and return to the building.

10. a. Teachers shall be required to attend a reasonable number of professional meetings.

b. There shall be 16 Thursday 2:00 p.m. closings in grades K-8. Effective July 1, 1995, there shall be 15 such closings. Effective July 1, 1996, there shall be 14 such closings. The released time created by the early dismissal of students on Thursdays at 2:00 p.m. in grades K-8 shall not be used for general faculty meetings, but shall be used for curriculum development. In 1994-95, eight (8) of the 16 meetings shall be used for grade level curriculum meetings and eight (8) shall be used for administrative needs. In 1995-96, eight (8) of the 15 meetings shall be used for grade level curriculum meetings and seven (7) shall be used for administrative needs. In 1996-97, eight (7) of the 14 meetings shall be used for grade level curriculum meetings and seven (7) shall be used for administrative needs.

c. One (1) faculty meeting per month (10) at the elementary schools with a prescribed agenda shall be allotted for grade level meetings. In addition, effective July 1, 1995, one additional faculty meeting per year (11) shall be allotted for grade level meetings. In addition effective July 1, 1996, one additional faculty meeting per year (over those contained previously in this paragraph), or a total of 12 shall be allotted for grade level meetings.

11. An Association representative may speak to the teachers at any faculty meeting and shall be limited to fifteen (15) minutes.

12. The Principal, Director of Special Services or the Superintendent shall have the prerogative of determining the time and length of each meeting. The Principal, Director of Special Services and the Superintendent shall attempt to keep the starting time and length of these meetings within a reasonable time. Meetings canceled due to school closings or otherwise not scheduled due to a school holiday may be rescheduled upon notice to staff.

13. Agendas shall be provided in advance wherever possible. Teachers may submit items for the agenda.

14. Teachers may be assigned to field trips by the building Principal when volunteer teachers acceptable to the administrator are not available. Reasonable expenses incurred by the teacher shall be reimbursed by the Board.

15. Exceptions to the provisions of this Article may be made only in case of emergency. If possible, the Association shall be notified of the emergency. A disagreement over the justification of an exception shall be subject to the grievance procedure and shall be initiated at Level One thereof.

16. Every reasonable effort will be made to continue minimizing the changing of teaching stations and to continue insuring that senior high school teachers are not assigned more than three (3) teaching periods in a row.

17. The teacher shall maintain the responsibility to determine grades and other evaluations of students, within the grading policies of the district, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the teacher by a committee composed of representatives of the Office of the Superintendent and Special Services Department, building administrator, the Education Association and the teacher involved.

18. Elementary teachers will have a daily duty free lunch of no less than 42 consecutive minutes. This is to be administered independently at each elementary school. It is recognized that special circumstances, such as early closings, delayed opening, parent conferences and other reduced scheduling might limit the duty-free lunch to 30 minutes. Other uncontrollable emergencies such as employee absences will be dealt with on a case by case basis. Every effort will be made to resolve any disagreements in informal discussion.

D. TEACHER EMPLOYMENT

1. Each teacher shall be placed on the proper step of the salary schedule as of the beginning of the school year, in accordance with Paragraph 2 below. The foregoing is not intended to require the restoration of any increment and/or raise which may have been withheld by the Board.

2. Credit up to the maximum step of any salary column on the Teacher Salary Schedule may be given for previous continuous teaching or educational experience in a school duly accredited by the Department of Education in the state in which the school was located, prior to initial employment, including credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.

3. To be considered for a full year's credit on the salary guide, a teacher must teach within the district at least one more than one-half the number of teaching days for the school year.
4. Teachers with previous teaching experience in the North Brunswick Township School District, upon return to the system, shall receive full credit on the salary schedule for all continuous teaching experience prior to date of application. Such teachers who have not engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the same position on the salary schedule at which they left. The rights granted under this paragraph shall terminate after ten (10) years of absence. Any teacher who has been absent from teaching in the public schools for five (5) years or more, shall receive full credit for the total years of teaching experience in the public schools or military service, less one-half year of credit for each full year he/she has been absent from teaching. In no case shall the penalty for absence exceed two (2) years total, and provided the total credit for prior experience and military service shall not exceed ten (10) years as provided in Paragraph 1 above.
5. Returning Teachers - Accumulated Leave Days:
 - a. Previously accumulated unused and unpaid for leave days while in the system will be restored to all teachers returning within five years of their original departure.
 - b. Eligible sick leave reimbursement monies to be paid to those teachers with accumulated leave days may be claimed at any time within the above-mentioned five-year period at a rate in existence at time of departure.
6. Teachers shall be notified of their contract and salary status for the ensuing year no later than **May 15**. Such contracts shall be returned to the Superintendent within fifteen (15) school days, signed or unsigned. Failure to return the contract within fifteen (15) school days, signed or unsigned, indicates a rejection thereof.
7. The Board may require a medical examination at its discretion and at the Board's expense.

E. PROCEDURES FOR TRANSFERS AND REASSIGNMENTS

1. Known vacancies which occur during the school year shall be distributed to all schools through the Principal and Association.
2. Teachers who desire a change in grades and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than two (2) weeks after the posting of the notice

of such vacancy. A copy shall also be forwarded to the building Principal of the teacher requesting a transfer. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

3. A notice of voluntary transfer or reassignment shall be made to teachers as soon as practicable.

4. Upon the teacher's request, the decision as to a voluntary reassignment and/or transfer shall be made only after a meeting between the teacher involved and the Assistant Superintendent of Personnel. In the event the teacher's request is denied after such meeting, the teacher may request and be granted a meeting with the Superintendent to review the matter. The teacher may, at his/her option, have an Association representative present at such meeting.

5. Notices of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

6. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Assistant Superintendent of Personnel, at which time the teacher will be notified of the reasons thereof. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent will meet with him/her to review the matter. The teacher may, at his/her option, have an Association representative present at such meeting.

7. The decision of the Superintendent as to voluntary or involuntary transfers or reassignments of teachers shall be final and not reviewable under the grievance procedure.

F. TEACHER EVALUATION

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. A teacher shall be given a copy of any class visit or evaluations report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4.
 - a. **Non-tenure teachers are to be evaluated at least three (3) times each year.**
 - b. **Tenure teachers shall be evaluated at least once a year.**
5. **The evaluator will honor up to three (3) requests per year for classroom observation by invitation of the teacher.**
6. **Annual evaluation reports for non-tenure teachers shall be completed by the Principal or Director of Special Services each year. This evaluation will be treated in accordance with "3" above.**
7. **Principals or the Director of Special Services or supervisors will be expected to confer with non-tenure teachers regarding their summary evaluation, and a copy of the summary evaluation will be given to the teacher.**
8. **Evaluation reports shall be presented to teachers by the Principal or counterpart supervisor periodically, in accordance with the following procedures:**
 - a. **Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.**
 - b. **Such evaluation reports shall be addressed to the teacher, and a conference shall be held with the teacher within seven (7) school days of the observation.**
 - c. **Such evaluation reports shall include, when pertinent:**
 1. **Strengths of the teacher as evidenced during the period since the previous report.**
 2. **Weaknesses of the teacher as evidenced during the period since the previous report.**
 3. **Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.**
 - d. **The number of evaluation reports shall be determined by the Board.**
9.
 - a. **A teacher shall have the right, upon request, to review the contents of his/her personnel file.**
 - b. **Any material relative to a teacher's conduct, service, character or**

personality shall not be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher must acknowledge that he/she has had the opportunity to review such material by affixing his/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 teacher shall also have the opportunity to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy.

c. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

d. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.

10. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which are used in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall have the right to be present or represented at any meetings or conferences regarding formal complaints. The teacher must respond to and/or rebut all complaints in writing.

11. Prior to any summary evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section "8" above, regarding his/her performance as a teacher.

G. RE-EMPLOYMENT CRITERIA COMMITTEE

1. The Board and the Association agree to continue the Re-Employment Criteria Committee consisting of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association.

2. This Committee shall continue to study and develop specific criteria which shall be used for re-employment of non-tenure teachers.

3. The criteria heretofore recommended by the Re-Employment Criteria Committee is appended hereto as an addendum to this Agreement.

4. The Board and Association shall provide said criteria to all presently employed teachers as soon as possible after adoption.

5. a. No later than May 15th, the Board of Education shall give to each non-tenure teacher continuously employed preceding September 30th, either:

1. A written offer of a contract for employment for the next succeeding year providing for usual sixty (60) days' termination clause and at such salary and benefits as may be agreed upon between the Board and the Association; or
2. A written notice that such employment will not be offered.

If the non-tenure teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, within fifteen (15) school days after receipt thereof. Failure to notify the Board shall be deemed a rejection of the offer.

- b. Notice of renewal or non-renewal of employment to non-tenure teachers hired after the preceding September 30th shall be in accordance with Administrative regulations.
- c. Any non-tenure teacher who receives a notice of non-employment may, within ten (10) school days thereafter, request, in writing, a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher, in writing, within ten (10) school days after receipt of such request.

H. NON-TEACHING DUTIES

1.
 - a. The Principals shall determine the number of professional personnel to be assigned to bus, cafeteria and playground duties in their building. A monthly review with a representative of the Association and the Principals may be held to guarantee equitable distribution of duties within the respective schools.
 - b. Cafeteria duty at North Brunswick Township High School should be equated to an administrative assignment rather than to a teaching assignment.
 - c. There will be no accounting of monies from students except when it is of an instructional nature.
 - d. Inventorying and storing of books will be limited to only those contained in the classroom.
 - e. Objective standardized tests used district-wide at the direction of the Board or administration which cannot be machine scored will be scored by clerical help. Teachers will be responsible for recording the results.

2. Activities which have no educational objective shall be barred from the classroom unless approved directly by the Superintendent of Schools.

3. Teachers shall not drive students to activities which take place away from the school building.

I. SICK LEAVE

1. Each teacher shall be allowed full pay for absence from duty for personal illness for eleven (11) days in any school year. Unused days of sick leave shall be accumulated by the teacher to be used for additional sick leave as needed in subsequent years. When a teacher is absent one-half day or less, he/she shall be assessed one-half of a sick leave day.

2. Each teacher shall be given a written accounting of accumulated sick leave days no later than September 30th of each year.

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

4. Upon retirement to a State retirement system, under a pay status, excluding deferred retirement, teachers with ten (10) or more years of service in the North Brunswick Township School District will receive payment for each accumulated sick day upon date of retirement at a rate of **\$60 effective July 1, 1994; \$65 effective July 1, 1995 and \$70 effective July 1, 1996**. Upon resignation in good standing, teachers with fifteen (15) or more years of service in the District will receive payment for each accumulated sick day upon date of resignation at a rate of \$25 per accumulated sick day.

Upon the death of an active employee, unused sick leave reimbursement (as defined for retirees) shall be paid to the estate of the deceased.

J. TEMPORARY LEAVE OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one (1) year.

1. **DEATH IN THE IMMEDIATE FAMILY** (An allowance of up to five (5) consecutive working days or seven (7) consecutive calendar days, whichever is less, shall be granted):

Immediate family shall include: husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond the five (5) days may be applied against any unused personal leave from the three (3) days of personal leave allowed under Paragraph J.2. below.

2. **OTHER EMERGENCIES OF PERSONAL NATURE** (An allowance of up to a total of three (3) days leave during a school year, with prior approval by the Superintendent of Schools, shall be granted.

3. Requests for personal leave shall be submitted at least two (2) full working days in advance of the date of personal leave. The Superintendent of Schools will have the right to waive this time requirement in case of emergency.

4. Requests for personal leave shall not be granted on days preceding or following a school holiday or on consecutive work days except in cases of emergency.

5. Unused personal leave days shall be credited as sick days at the end of the school year in accordance with the Board's Staff Attendance Plan, and shall be eligible for the reimbursement provided in Paragraph I.4. hereinabove as sick leave days.

6. When a teacher is absent one-half day or less, he/she shall be assessed one-half of a personal leave day.

K. EXTENDED LEAVES OF ABSENCE

1. The Board of Education shall consider the request of a tenured teacher who applies for a leave of absence, without pay, for two (2) years to teach in an accredited college or university without loss of tenure.

2. A leave of absence, without pay, for one (1) year may be granted to a tenured teacher for the purpose of caring for a sick member of the immediate family, as defined in Article XV J1. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.

3. Other leaves of absence, without pay, may be granted at the sole discretion of the Board.

4. Upon return from leave granted pursuant to this Section K-1 only, a teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent; provided, however, that the time spent on said leave shall not count toward the fulfillment of the time required for tenure.

5. All benefits accumulated in North Brunswick Township, excluding salary to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return from the granted leave of absence.

6. All medical and hospital and insurance benefits shall be continued at Board expense at the group rate while a teacher is on leave granted pursuant to Paragraph 1 above only.

7. All extensions or renewals of leaves shall be applied for in writing by the teacher by April 1st for the following September term; or at least ninety days in advance of the expected date of return at other times of the year. The reply to these requests shall also be in writing.

8. A teacher on any leave taken pursuant to Article XV. K. 1, 2 or 3, shall notify the Board, in writing, of his/her intention to return to the District by April 1 of the school year preceding the school year in which he/she intends to return to the district, or ninety (90) days prior to the intended return date, whichever is sooner. Failure to provide such written notification in a timely manner shall be deemed a resignation and the Board will have no further obligations to such teacher. The Assistant Superintendent shall send a written reminder (certified mail, receipt requested) to teachers on such extended leaves.

9. MATERNITY LEAVE

Maternity leave, without pay, shall be granted by the Board of Education in accordance with the following procedures:

a. All initial applications for, and applications for extensions or reductions of, maternity leave shall be made, in writing, to the Superintendent.

b. Any teacher intending to apply for maternity leave shall advise the Superintendent of the fact of her pregnancy and of her prospective plans for taking maternity leave and of her best estimate of when the maternity leave will commence and terminate. The teacher shall request maternity leave of the Superintendent of Schools, in writing, at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the teacher wishes her leave to commence and to terminate.

c. The commencement date of the maternity leave shall be determined by taking into account the needs of the district and the physical ability of the teacher to continue teaching.

d. The Board may require a teacher during her pregnancy to produce a

certificate from her physician stating that she may continue working effectively at the duty to which a teacher has been assigned. Except for good reasons, the Board shall not require the teacher to produce such a certificate (updated) more than once every thirty (30) calendar days.

e. In the event of any question as to the condition of the pregnant teacher, a conference shall be arranged between the Board's physician and the attending physician.

f. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant teacher from her teaching duties if it should determine that her teaching performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.

g. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of a teacher under tenure or who has received a tenure-year contract for an additional academic school year for such teacher. A teacher on maternity leave shall notify the Board, in writing, of her intention to return to the district by April 1st of the school year preceding the school year in which she wishes to return to the district, or ninety (90) days prior to said intended return date, whichever is sooner. Failure to provide such written notification shall be deemed a resignation as a teaching staff member in the district.

h. When a teacher who has been granted a maternity leave returns to the system, such teacher may be assigned to any position decided upon by the Superintendent as long as such assignment is within the certification of such teacher.

i. The Board may set reasonable conditions for the granting of the maternity leave, including requirement that the teacher receiving such leave not accept full-time employment, or undertake any employment or full-time graduate study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

j. Except as provided in Paragraph g. above, nothing herein is intended to create any right with respect to non-tenure teachers to maternity leave except as such non-tenure teachers may have under requirements of law. A maternity leave granted to any non-tenure teacher shall not extend beyond the end of the academic school year in which the leave is granted, unless the Board, at its sole discretion, grants an extension of such leave.

k. Any teacher who has applied for and received maternity leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.

l. All maternity leaves of absence shall be without benefit of experience increment credit.

m. Paternity leave shall be made available on the same basis and subject to the same conditions as herein provided by Article XV, K.8.

10. SABBATICAL LEAVE

The Board of Education shall consider requests for sabbatical leave in accordance with Appendix "A", attached hereto and made a part hereof.

L. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Board agrees:

a. To pay full, reasonable expenses incurred in connection with a course, workshop, seminar or conferences exceeding one (1) day, as requested and approved by the Superintendent of Schools and approved by the Board.

b. To pay for a teacher holding standard certification in his/her teaching field, tuition costs and fees in an amount not to exceed **\$1,100 effective July 1, 1994; \$1,200 effective July 1, 1995; and \$1,300 effective July 1, 1996**. Such courses shall have prior approval of the Superintendent of Schools. Applications and approvals shall be submitted in writing. Official transcripts will be required for reimbursement. Teachers must receive a passing grade in this course work. Only courses directly related to his/her position or teaching field shall be considered for reimbursement. **Compensation under this section is limited to a one-time reimbursement for any specific course. Compensation under this section is limited to a four year reimbursement for dissertation study only, with extensions subject to the Superintendent's discretion.**

c. Subject to the prior approval of the Superintendent of Schools to attend workshops, seminars, conferences and in-service training sessions of one (1) day or less, the Board agrees to pay full, reasonable expenses, including fees, meals, lodging and/or transportation incurred for same. Such requests for reimbursement shall be documented.

2. The Board may, at its discretion, consult with the Association on matters pertaining to in-service workshops, conferences and programs designed to improve the quality of instruction within the school district.

3. As part of an ongoing professional development, each teacher will successfully complete thirty (30) hours of training activities over a period of three years in accordance with the implementing guidelines and procedures that have been developed. The program guidelines are as follows:

a. A minimum of twelve (12) of these hours must be completed in the District's staff development program.

b. All certified staff are required to complete the in-district basic ITIP course and the Teaching Styles/Learning Styles course.

c. Certified staff taking college courses equaling 30 or more hours during this three-year period would be exempt, except for the basic ITIP and Teaching Styles/Learning Styles courses, from this requirement.

d. The District's staff development program offers courses for which certified staff members may choose either one credit on the salary guide for every 10 hours of participation or receive \$24 per hour effective July 1, 1994; and \$25.20 per hour effective July 1, 1996.

(1) Credit will be awarded for seminar/workshops that are approved by the Superintendent in consultation with the Advisory Committee. Credit or compensation will not be given in courses that would otherwise receive salary guide credit.

(2) To receive credit, the staff member must satisfactorily complete the seminar/workshop as per the certification of the instructor.

e. An advisory committee, composed of one teacher from each school building, administrators and supervisors will be appointed by the Association and Board, respectively. The committee will assist the Director of Instruction in selecting appropriate staff development programs, recommending topics for district-wide in-service days, awarding funds for Professional Development Grants (see N.3 below), and fulfilling the obligations in 3. The advisory committee may recommend to the Superintendent the granting of a waiver for the ITIP and/or Teaching Styles/Learning Styles program requirement for an individual with extenuating circumstances. The awarding of monies for Professional Development Grants shall be made in consultation with the Assistant Superintendent for Curriculum.

M. PROMOTIONS

1. a. Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrative/supervisory levels of responsibility. **These include all available advisor and coaching positions.**
 - b. All vacancies in promotional positions, including specialists, shall be adequately publicized by the Superintendent.
2. a. **Date of Posting** - When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least ten (10) 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 promptly, in writing, the receipt of all such applications.
 - b. **Procedure** - No position shall be filled until all properly submitted applications have been considered. In filling such vacancies, consideration will be given to qualified teachers already employed by the Board. A list shall be given to the Association indicating which positions have been filled and by whom.

N. CURRICULUM DEVELOPMENT

1. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes staff participation in all aspects of strengthening the education program to best meet the needs of the students, the schools, and the community.
2. **The Board of Education shall consider revision and development in all subject areas. Each year, a priority list shall be developed by the Staff Development Advisory Committee, in conjunction with staff at each building, for curriculum revision. The list shall be considered by the Superintendent of Schools and the Board of Education.**
3. **The Board of Education will provide a fund of three thousand dollars (\$3,000) to be used for Professional Development Grants. These funds are dedicated to innovations and experimental ideas in curriculum, subject to the approval of the Superintendent of Schools and/or the Assistant Superintendent for Curriculum.**
4. Compensation for new or revised curriculum work shall be in the form of release time and/or an hourly rate. Any such curriculum may be utilized by the District and its teachers.

(a) Released Time

Participants may be released from their instructional and/or other duties for a specific period of time, however, a reasonable effort will be made to schedule this work outside the regular school day.

(b) Hourly Rate

A specific number of hours for a project shall be mutually agreed to by the Administration and Teacher(s). Such curriculum work shall be compensated for the time required for such work at a rate of **\$24 per hour, effective July 1, 1994** and **\$25.20 per hour effective July 1, 1996.**

O. Part-time teaching staff members listed in I.A.5 shall continue to be eligible only for sick leave and personal leave.

P. SUMMER STAFF AND HOME INSTRUCTION

1. Summer School Staffs shall be compensated as follows:

	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
B.S.I.	1,680	1,763	1,851
B.S.I. Coordinator	1,995	2,094	2,198
Enrichment	1,522	1,598	1,678
Enrichment Coordinator	1,785	1,873	1,967

2. Summer work for Guidance Counselors and Child Study Team Members shall be compensated on a pro-rata basis.

3. Home Instruction, detention proctoring, curriculum development and professional development shall be compensated **\$24.00 per hour effective July 1, 1994; and \$25.20 effective July 1, 1996.**

Q. SERVICE CREDIT AND LONGEVITY

To be considered for a full year's credit for longevity, a teacher must teach within the district at least one more than one-half the number of teaching days for the school year. The stipend for longevity is contained in Appendix B V.

R. MENTORING

- 1. All vacancies shall be posted as early as the District is aware of its needs.**
- 2. Each posting shall include qualifications for the position.**
- 3. It is the goal of the Board to assign a mentor who works in the same building as the teacher mentored.**
- 4. It is the goal of the Board not to involuntarily assign mentors. If an employee is involuntarily assigned to a mentoring position, then he/she shall not be involuntarily assigned again until all other qualified employees have been assigned.**
- 5. No teacher shall serve as a mentor to more than one teacher at a time.**
- 6. There shall be a committee of an equal number of administrators (designated by the Superintendent) and teachers (appointed by the Association) to study the mentoring program and make recommendations to the Superintendent.**

ADDENDUM

RE-EMPLOYMENT CRITERIA RECOMMENDATIONS

We recommend that the criteria address itself to six characteristic areas which we consider as essential. They are, the teacher as:

- A. A Director of Learning**
- B. A Counselor and Advisor**
- C. A Mediator of the Culture**
- D. A Link with the Community**
- E. A Member of the School Staff**
- F. A Member of the Teaching Profession**

We see these criteria used by teachers as guidelines for their professional improvement. We see these criteria used by supervisors as guidelines for an analytical, objective, and specific observation of the teacher in action with the children, the staff, the parents, and with the community in general.

The criteria established are not to be construed as all-encompassing. Rather, they are to be considered basic. We also recognize that in any evaluation, all of the elements of these criteria may not always be present.

On this basis, we offer the following criteria:

A. THE TEACHER AS A DIRECTOR OF LEARNING

- 1. Provides varied activities and/or projects.**
- 2. Makes effective use of instructional materials.**
- 3. Demonstrates his/her command of subject matter.**
- 4. Encourages in the student self-directed standards and behavior**
- 5. Provides for differentiated experiences to meet individual needs.**
- 6. Provides a climate for student interaction.**
- 7. Provides opportunities which encourage creativity.**
- 8. Adjusts the program according to class needs.**

9. Provides opportunities for student self-assessment.
10. Provides a learning atmosphere which is reflected in the classroom appearance.

B. THE TEACHER AS A COUNSELOR AND ADVISOR

1. Establishes a classroom atmosphere which nurtures the positive attributes of each pupil.
2. Maintains and conveys a positive approach toward solution of a student's problems.
3. Assists individuals and groups with learning difficulties.
4. Recognizes and deals with each student according to his/her needs, aptitude, talents and learning style.
5. Develops goals with class and individuals, planning for their cooperative attainment.
6. Encourages children to work at their own rate.
7. Upon recognizing the possibility of a student problem, will make referral to proper authority.
8. Establishes an atmosphere which enables students to express their own points of view.
9. Attempts to understand the value system of various groups.
10. Attempts to have students examine their values; e.g., honesty, fairness, self-worth, etc.
11. Feels free to contact parents.
12. Attempts to develop in the student a positive attitude toward seeking help.

C. THE TEACHER AS A MEDIATOR OF THE CULTURE

1. Provides experiences which encourage students to explore differing points of view in order to develop evaluative judgment.
2. Strives to link all aspects of the culture (Arts, Science, Language, etc.) within the educational process.

3. Uses a variety of community resources skillfully relating them to educational objectives.
4. Contributes to the understanding of community problems.
5. Promotes a classroom atmosphere that utilizes similarities and differences found within our multi-ethnic culture.
6. Provides a variety of multi-cultural information experiences and materials.

D. THE TEACHER AS A LINK WITH THE COMMUNITY

1. Encourages parental interest and participation in school activities.
2. Reports classroom activities in concert with the Principal for dissemination to the community.
3. Displays student work for interested members of the community.
4. Relates pertinent information about pupil progress to the parents.
5. Extends invitations to the parents to view classrooms on specific occasions.
6. Exercises professional judgment when discussing school or school activities.

E. THE TEACHER AS A MEMBER OF THE SCHOOL STAFF

The teacher encourages codes of ethical practices and performance standards among colleagues.

1. Informs appropriate individuals and agencies of the students' educational needs and experiences.
2. Refrains from discussing or evaluating his/her colleagues in negative terms, with students or parents, or other colleagues.
3. Uses information of confidential nature professionally.
4. Strives for impartiality in association with pupils, parents and colleagues.
5. Exhibits a cooperative attitude in school-connected activities.
6. Having been informed, complies with existing policies, rules and regulations of the school and the school system.
7. Maintains accurate records and reports and presents them when prescribed.

8. **Accepts faculty, in-service and other professional meeting responsibilities.**
9. **Feels free to contribute suggestions and recommendations concerning the operation of the school to the appropriate administrative officials.**
10. **Maintains open channels for communication with parents.**
11. **Accepts responsibility for handling concerns and/or problems in a professional manner.**

F. THE TEACHER AS A MEMBER OF THE TEACHING PROFESSION

1. **Teacher exhibits enthusiasm for his/her profession.**

ARTICLE XVI

MISCELLANEOUS

A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. 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.

C. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required 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 signed this Agreement.

D. NOTICE

Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by personal written notice or by certified mail, return receipt requested, at the following addresses:

1. If by the Association, to the Board at:

Maple Meade School
Old Georges Road
Post Office Box 1807
North Brunswick, N. J. 08902

2. If by the Board, to the Association at:

Home School of the current Association President

or office:

1648 Highway #130
North Brunswick, N. J. 08902

E. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees such dues for the North Brunswick Township 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 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

2. 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.

3. The parties agree to an agency shop provision with non-members paying a representation fee of 85% of full dues for members, initiation fees and assessments charged by the Association to its own members for that membership year.

4. Indemnification and Save Harmless Provision:

A. Liability

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

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

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

B. Exception:

It is expressly understood that paragraph 1 above will not apply to any claim demand, suit or other form of liability which may arise as a result of type of willful misconduct by the Board.

F. Unless the clear language of this Agreement provides otherwise, nothing contained herein shall be interpreted so as to diminish or reduce or detract from any established employee benefit existing prior to the effective date of this Agreement.

G. All openings for positions in the accredited evening high school, summer school, and federal projects, shall be publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies as set forth in Article XV, Section M of this Agreement. Anticipated and known home instruction openings shall be posted if the student's assigned teacher(s) are not available.

H. Where applicable, transportation rates shall be at the I.R.S. rate as of July 1st of each school year.

I. The Association President and one officer may meet informally with the Superintendent and/or Assistant Superintendent during the school year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. Such meetings shall occur at a mutually acceptable date.

J. Posting of vacancies required under this contract include coach and advisor positions; test proctors for SAT and PSAT and athletic events services. These postings shall occur whether school is in session or not.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1997,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NORTH BRUNSWICK TOWNSHIP
EDUCATION ASSOCIATION

BY: Mark Belabon
President

ATTEST:

Marcy M. Casiano
Secretary

NORTH BRUNSWICK TOWNSHIP
BOARD OF EDUCATION

BY: John P. Tibbitts
President

ATTEST:

Robert Tuco
Secretary

APPENDIX "A"

SABBATICAL LEAVE

1. General Statement

Sabbatical leave is designed to maintain and improve educational services. It is an opportunity made available to professional staff members to improve themselves so that they may better serve the students of the North Brunswick School System.

2. Sabbatical Leave Review Council

A Sabbatical Leave Review Council shall be appointed by the Board of Education by December 1 of each year, and shall include three (3) representatives appointed by the North Brunswick Township Education Association, and three (3) representatives from the administrative or supervisory staff appointed by the Superintendent of Schools. The Council shall have the duty to review the applications of the candidates and recommend candidates in rank order for sabbatical leave to the Superintendent of Schools who shall recommend them to the Board of Education. The decision of the Board of Education shall be final and not grievable.

3. Sabbatical leaves may be granted by the Board for the purpose of full-time graduate study in a matriculated program at an accredited college or university, or for an approved program of study, subject to the following conditions:

(a) Full-time professional staff members must have completed seven (7) years of continuous service in the district. Once a staff member receives a sabbatical leave, he or she will be eligible for another such leave until seven (7) years of additional continuous service.

(b) The application for the leave must be filed by February 15, or a date thereafter as established by the Sabbatical Leave Review Council, of the academic year prior to that in which the leave would be taken. The request must state the specific course of study in the manner specified in the Sabbatical Leave Application Form, as supplied by the Sabbatical Leave Review Council (see attached sample form). If the application is inadequate for proper evaluation, the Sabbatical Leave Review Council shall request of the applicant any additional information reasonably required, and said applicant shall comply with the request.

(c) The Superintendent shall forward recommendations to the Board of Education by April 1 of the year the sabbatical is to be granted. The Board shall take action on these recommendations at the April Public Board Meeting.

- (d) A minimum of one sabbatical will be awarded a teaching staff member with a maximum of two (2) for the district.
- (e) Professional staff members will be granted a sabbatical leave for one year at three-quarters salary.
- (f) Professional staff members, while on sabbatical leave, shall continue to receive medical, dental, and credit toward retirement, but shall not accumulate sick or personal leave. Payroll deductions shall be made as if the successful applicant were daily employed by the system.
- (g) Any substantive change requested in the purpose of the sabbatical leave must be approved by the Sabbatical Leave Review Council and the Superintendent of Schools and reported to the Board of Education.
- (h) By November 30, following the conclusion of the leave, the individual must submit a transcript and a report summarizing what was accomplished on the leave.
- (i) The course of study must be in a related educational field as interpreted by the Sabbatical Leave Review Council, or in the case of a tie vote by the Superintendent, and approved by the Board of Education.
- (j) The recipient of the sabbatical leave shall agree in writing to return to the North Brunswick Township School System for a period of at least two school years after the leave. Failure to comply with this section will require reimbursement for salary received during said leave. However, the staff member shall be released from such repayment if the failure to serve the stipulated two (2) school years is due to illness or disability or if the staff member is discharged from the position. In addition, no repayment will be due from the staff member's estate if the staff member should expire before the end of the two-year period.
- (k) Should the recipient not complete his/her or her course work or degree requirements as outlined in the proposal during the sabbatical leave, he or she is to reimburse the Board for the pay he or she received while on sabbatical. However, the staff member shall be released from such repayment under the same conditions stated in section 3 (j) above.
- (l) All course work must be satisfactorily completed.
- (m) Upon return from sabbatical leave, the staff member shall be placed on the salary schedule on the level that he or she would have been on had he or she remained actively employed during the absence. Time spent on sabbatical leave shall count toward retention of tenure rights.

APPLICATION FOR SABBATICAL LEAVE

Please identify responses by number

- 1. Name and location of institution(s) and department(s) where study will occur.**
- 2. Outline of your proposed program of study, including a list of course numbers, titles, and credits; attach a certificate of admission to your program of study or explain why a certificate is not available. Submit alternatives in the event of class cancellation by the institution or other impediments to enrolment.**
- 3. Will the leave fulfill a residency requirement?**
- 4. Will the leave lead to a degree? If so, provide the title of the degree and the date expected.**
- 5. If presently enrolled in the program, please attach a letter from your course work advisor or an alternate college representative as to your status.**
- 6. If you plan to participate in an assistantship/fellowship program, please provide a written statement of your status from the person for whom you will work.**

Please provide photocopies of the relevant pages from the catalog for each institution which you propose to attend. Photocopies should include a description of all courses, an outline or descriptive statement of your program of study, and a statement on residency requirement, if appropriate.

APPLICATION FOR SABBATICAL LEAVE

SABBATICAL LEAVE APPLICATION SUMMARY

Since a statement summarizing the project and its benefits to you and to the District must be forwarded to the Board of Education, the following information must be provided in the space indicated:

a. Summary of project: _____

b. Summary of contribution(s) of Leave to your Professional Growth: _____

c. Summary of ultimate benefit(s) of Leave to the District: _____

IMPORTANT

This page must be completed and attached to your Sabbatical Leave Application. Additional information may also be included with your application.

If granted a sabbatical leave, I understand and agree to abide by all the terms and conditions set forth in the sabbatical leave section of the contract between the North Brunswick Township Education Association and the North Brunswick Township Board of Education. Failure to do so will result in reimbursement to the Board of Education any monies I have received while on said leave.

Name _____
(print or type)

Signature _____

ATTEST

Sworn and subscribed to before
me this _____ day of
_____, 19____

Signed and sealed by Notary Public

NORTH BRUNSWICK TOWNSHIP PUBLIC SCHOOLS
North Brunswick, N.J. 08902

APPLICATION FOR SABBATICAL LEAVE _____ SCHOOL YEAR

Please submit two (2) copies of your response to the application form to the Superintendent of Schools.

The major factors to be considered in granting a sabbatical leave are benefit to the District and professional growth of the individual. Each applicant is required to respond completely and in detail to all relevant portions of the application. Please note that full time study does not need to lead to a degree.

NAME: _____

SCHOOL/DEPARTMENT: _____

DATE SUBMITTED: _____ **DATE RECEIVED:** _____

MONTH AND YEAR STARTED FULL TIME EMPLOYMENT: _____

Certification Presently held _____

Present Assignment _____

**APPENDIX B - I
AIDES & SUPPLEMENTAL INSTRUCTORS
HOURLY RATES**

1994-95 Salary Guide

Exp/Step	High School Security	Classroom	Lunchroom Playground	Clerical Aide	Exp/Step
1	7.47	8.10	7.04	7.26	1
2	7.72	8.40	7.29	7.51	2
3	7.95	8.64	7.50	7.73	3
4	8.17	8.88	7.71	7.94	4
5	8.50	9.25	8.03	8.27	5
6	8.89	9.64	8.42	8.66	6
7	9.27	10.01	8.79	9.03	7
8	9.63	10.39	9.16	9.40	8
9	10.96	11.08	9.35	10.16	9

1995-96 Salary Guide

Exp/Step	High School Security	Classroom	Lunchroom Playground	Clerical Aide	Exp/Step
1	7.56	8.21	7.10	7.33	1
2	7.86	8.51	7.40	7.63	2
3	8.12	8.83	7.67	7.90	3
4	8.37	9.10	7.90	8.14	4
5	8.68	9.44	8.20	8.44	5
6	9.03	9.83	8.54	8.79	6
7	9.45	10.24	8.95	9.20	7
8	9.87	10.66	9.36	9.62	8
9	10.30	11.12	9.43	9.87	9
10	11.29	11.39	9.63	10.46	10

1996-97 Salary Guide

Exp/Step	High School Security	Classroom	Lunchroom Playground	Clerical Aide	Exp/Step
1	7.64	8.41	7.24	7.44	1
2	7.94	8.71	7.54	7.74	2
3	8.26	9.03	7.85	8.06	3
4	8.53	9.36	8.13	8.33	4
5	8.79	9.65	8.38	8.59	5
6	9.12	10.01	8.70	8.91	6
7	9.49	10.43	9.06	9.28	7
8	9.93	10.87	9.50	9.72	8
9	10.37	11.31	9.82	10.10	9
10	10.80	11.60	9.88	10.34	10
11	11.63	11.74	9.92	10.78	11

LONGEVITY - \$50 upon completion of 5 years of service in North Brunswick
 \$150 upon completion of 8 years of service in North Brunswick
 and work a minimum of 20 hours per week

**APPENDIX B - II
CUSTODIAL/MAINTENANCE SALARY GUIDES**

1994-95 Salary Guide

Exp/Step	Salary	Differential	Amount
1	21,482	Head Custodian	3,044
2	22,366	School Bus Licence	127
3	23,328	2nd Shift Leader	1,645
4	24,175	3rd. Shift Leader	987
5	25,145	Maintenance (Unlicensed)	2,467
6	26,115	Maintenance (Licensed)	2,797
7	27,086	Boiler Licence	286
8	28,058	Crew Leader	1,480
9	29,026	Grounds	906
10	30,025	Bus Driver Sub.	127
11	31,000	Pool Operator	286
12	32,050	Pesticide Applicator	286
13	35,695	Asbestos Maint.	383
14	36,714		

1985-86 Salary Guide

Exp/Step	Salary	Differential	Amount
1	21,821	Head Custodian	3,195
2	22,714	School Bus Licence	133
3	23,685	2nd Shift Leader	1,727
4	24,541	3rd. Shift Leader	1,036
5	25,520	Maintenance (Unlicensed)	2,590
6	26,500	Maintenance (Licensed)	2,936
7	27,481	Boiler Licence	300
8	28,463	Crew Leader	1,554
9	29,500	Grounds	951
10	30,500	Bus Driver Sub.	133
11	31,550	Pool Operator	300
12	32,550	Pesticide Applicator	300
13	36,176	Asbestos Maint.	402
14	37,816		

1996-97 Salary Guide

Exp/Step	Salary	Differential	Amount
1	22,151	Head Custodian	3,955
2	23,053	School Bus Licence	140
3	24,034	2nd Shift Leader	1,813
4	24,898	3rd. Shift Leader	1,088
5	25,887	Maintenance (Unlicensed)	2,719
6	26,877	Maintenance (Licensed)	3,083
7	27,868	Boiler Licence	315
8	28,900	Crew Leader	1,631
9	29,950	Grounds	999
10	31,000	Bus Driver Sub.	140
11	32,000	Pool Operator	315
12	32,900	Pesticide Applicator	315
13	36,312	Asbestos Maint.	422
14	38,960		

LONGEVITY \$50 upon completion of 5 years of consecutive years of service
 \$250 upon completion of 8 years of consecutive years of service

**APPENDIX B - III
FOOD SERVICE SALARY GUIDES**

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**APPENDIX B - IV
SECRETARIAL AND CLERICAL GUIDES**

1994-95 Salary Guide

Exp/Step	12 Month Secretary	10 Month Secretary	12 Month Clerk	10 Month Clerk	12 Month Data Ctr.	12 Month Super-Max	Differential	Amount
1	19,856	15,905	18,121	14,459	21,246	38,146		
2	21,028	17,077	19,293	15,631	22,500		12 Month Personnel	5.53%
3	22,200	18,245	20,462	16,800	23,754		Supervisor of three or	
4	23,371	19,417	21,633	17,971	25,007		more employees	\$318
5	24,543	20,391	22,805	18,946	26,261		High School Office Mgr.	\$4,446
6	25,715	21,365	23,977	19,920	27,515		High School Guidance Sec	\$318
7	26,900	22,338	25,149	20,894	28,783			
8	28,125	23,350	26,321	21,867	30,094			
9	29,300	24,350	27,493	22,842	31,351			
10	30,525	25,375	28,725	23,850	32,662			
11	33,672	27,974	30,850	25,676	36,029			
12	34,475	28,641	31,586	26,289	36,888			

1995-96 Salary Guide

Exp/Step	12 Month Secretary	10 Month Secretary	12 Month Clerk	10 Month Clerk	12 Month Data Ctr.	12 Month Super-Max	Differential	Amount
1	19,878	15,923	18,141	14,475	21,269	39,290		
2	21,051	17,096	19,314	15,649	22,525		12 Month Personnel	5.53%
3	22,225	18,265	20,484	16,819	23,781		Supervisor of three or	
4	23,397	19,438	21,658	17,991	25,035		more employees	\$334
5	24,571	20,413	22,831	18,967	26,291		High School Office Mgr.	\$4,667
6	25,800	21,450	24,004	19,942	27,606		High School Guidance Sec	\$334
7	27,000	22,450	25,200	20,917	28,890			
8	28,250	23,500	26,425	22,000	30,228			
9	29,550	24,525	27,625	23,000	31,619			
10	30,700	25,525	28,800	23,950	32,849			
11	33,710	28,005	30,885	25,705	36,070			
12	35,513	29,503	32,538	27,081	37,989			

1996-97 Salary Guide

Exp/Step	12 Month Secretary	10 Month Secretary	12 Month Clerk	10 Month Clerk	12 Month Data Ctr.	12 Month Super-Max	Differential	Amount
1	19,975	15,750	18,200	14,325	21,373	40,469		
2	21,150	16,925	19,300	15,575	22,631		12 Month Personnel	5.53%
3	22,325	18,150	20,525	16,775	23,888		Supervisor of three or	
4	23,575	19,400	21,750	17,925	25,225		more employees	\$351
5	24,800	20,625	22,950	19,075	26,536		High School Office Mgr.	\$4,900
6	26,050	21,650	24,200	20,100	27,874		High School Guidance Sec	\$351
7	27,300	22,700	25,425	21,125	29,211			
8	28,575	23,750	26,700	22,150	30,575			
9	29,825	24,825	27,900	23,275	31,913			
10	31,225	25,900	29,175	24,300	33,411			
11	33,875	28,123	31,025	25,813	36,246			
12	35,662	29,627	32,675	27,194	38,158			
13	36,585	30,394	33,521	27,899	39,146			

LONGEVITY

- \$200 After completing 5 years of service in the district
- \$300 After completing 10 years of service in the district
- \$400 After completing 15 years of service in the district
- \$500 After completing 20 years of service in the district

**APPENDIX B - V
TEACHERS' SALARY GUIDES**

1994-95 Salary Schedule

Exp/Step	BA	BA+30	MA	MA+30	PHD	Exp/Step
1	28,644	29,557	30,615	31,877	32,982	1
2	29,440	30,454	31,526	32,687	33,792	2
3	30,265	31,370	32,475	33,580	34,685	3
4	31,241	32,317	33,394	34,469	35,546	4
5	32,587	33,664	34,739	35,816	36,891	5
6	34,604	35,680	36,757	37,833	38,910	6
7	36,622	37,699	38,775	39,850	40,926	7
8	38,641	39,716	40,793	41,869	42,946	8
9	40,658	41,734	42,810	43,887	44,962	9
10	42,676	43,752	44,828	45,903	46,980	10
11	44,692	45,769	46,845	47,922	48,998	11
12	46,712	47,788	48,864	49,940	51,016	12
13	50,746	51,822	52,899	53,975	55,052	13
14	55,920	56,904	57,890	58,875	59,861	14

1995-96 Salary Schedule

Exp/Step	BA	BA+30	MA	MA+30	PHD	Exp/Step
1	29,750	30,800	31,900	32,985	33,850	1
2	30,100	31,150	32,250	33,335	34,200	2
3	30,975	32,025	33,125	34,210	35,075	3
4	31,900	32,950	34,050	35,135	36,000	4
5	32,950	34,000	35,100	36,185	37,050	5
6	34,800	35,850	36,950	38,035	38,900	6
7	36,900	37,950	39,050	40,135	41,000	7
8	39,075	40,125	41,225	42,310	43,175	8
9	41,200	42,250	43,350	44,435	45,300	9
10	43,350	44,400	45,500	46,585	47,450	10
11	45,550	46,600	47,700	48,785	49,650	11
12	47,700	48,750	49,850	50,935	51,800	12
13	51,315	52,365	53,465	54,550	55,415	13
14	54,291	55,341	56,441	57,526	58,391	14
15	57,598	58,612	59,627	60,642	61,714	15

1996-97 Salary Schedule

Exp/Step	BA	BA+30	MA	MA+30	PHD	Exp/Step
1	30,950	32,025	33,150	34,225	35,050	1
2	31,250	32,325	33,450	34,525	35,350	2
3	31,600	32,675	33,800	34,875	35,700	3
4	32,525	33,600	34,725	35,800	36,625	4
5	33,500	34,575	35,700	36,775	37,600	5
6	34,975	36,050	37,175	38,250	39,075	6
7	36,925	38,000	39,125	40,200	41,025	7
8	39,150	40,225	41,350	42,425	43,250	8
9	41,425	42,500	43,625	44,700	45,525	9
10	43,675	44,750	45,875	46,950	47,775	10
11	45,950	47,025	48,150	49,225	50,050	11
12	48,400	49,475	50,600	51,675	52,500	12
13	52,350	53,425	54,550	55,625	56,450	13
14	56,344	57,419	58,544	59,619	60,444	14
15	59,326	60,370	61,416	62,461	63,566	15

LONGEVITY

\$250 5 thru 14 years of service with the district.
 \$450 15 thru 24 years of service with the district.
 \$550 25 or more years of service with the district.

*Only approved graduate credits, and District in-service credits not paid for under the terms of Article XV, L.3.d., which have been earned after attainment of M.A. are eligible for credit on the MA+30 guide

APPENDIX B - VI

NORTH BRUNSWICK TOWNSHIP SCHOOL DISTRICT
TEACHERS' GUIDE PLACEMENT FORMULA
FOR NEW HIRES

1994-95		1995-96		1996-97	
Yrs. Exp.	Guide Step	Yrs. Exp.	Guide Step	Yrs. Exp.	Guide Step
0	1	0	1	0	1
1	2	1	2	1	2
2	3	2	3	2	3
3	4	3	4	3	4
4	5	4	5	4	5
5	6	5	6	5	6
6-8	7	6	7	6	7
9-12	8	7-9	8	7	8
13-14	9	10-13	9	8-10	9
15	10	14-15	10	11-14	10
16	11	16	11	15-16	11
17	12	17	12	17	12
18	13	18	13	18	13
19+	14	19	14	19	14
		20+	15	20+	15

Newly hired certificated employees shall be placed on guide up to the same step as current employees with similar experience. The Board retains the right to grant such employees up to 2 additional steps on guide in the event a current employee fails to give the Board sufficient notice of his or her resignation as contractually required. If the Board, after posting, etc. does not have a sufficiently qualified replacement, the Board shall notify the Association president of such insufficient notice and the resulting additional credit.

APPENDIX B - VII
Coaches - High School

Sport	Rate	94-95	95-96	96-97
Football, Head	19.00%	6,325	6,625	6,940
Football, Asst. JV	65.00%	4,111	4,306	4,511
Football, Asst. JV	65.00%	4,111	4,306	4,511
Football, Asst. JV	65.00%	4,111	4,306	4,511
Football, Asst. JV	65.00%	4,111	4,306	4,511
Football, Asst. Frosh	60.00%	3,795	3,975	4,164
Football, Asst. Frosh	60.00%	3,795	3,975	4,164
Boys Soccer, Head	14.75%	4,910	5,143	5,388
Boys Soccer, Asst. JV	65.00%	3,192	3,343	3,502
Boys Soccer, Asst. Frosh	60.00%	2,946	3,086	3,233
Gymnastics, Head	11.00%	3,662	3,836	4,018
Gymnastics, Asst.	65.00%	2,380	2,493	2,612
Boys Cross Country, Head	13.00%	4,328	4,533	4,748
Girls Cross Country, Head				
Baseball, Head	14.75%	4,910	5,143	5,388
Baseball, Asst. JV	65.00%	3,192	3,343	3,502
	65.00%	3,192	3,343	3,502
Baseball, Asst. Frosh	60.00%	2,946	3,086	3,233
Basketball, Head	14.75%	4,910	5,143	5,388
Boys Basketball, Asst.	65.00%	3,192	3,343	3,502
Boys Basketball, Asst. JV	65.00%	3,192	3,343	3,502
Boys Basketball, Asst. Frosh	60.00%	2,946	3,086	3,233
Girls, Basketball, Head	14.75%	4,910	5,143	5,388
Girls, Basketball, Asst	65.00%	3,192	3,343	3,502
Wrestling, Head	14.75%	4,910	5,143	5,388
Wrestling, Asst. JV	65.00%	3,192	3,343	3,502
Wrestling, Asst. Frosh	60.00%	2,946	3,086	3,233
Softball, Head	14.75%	4,910	5,143	5,388
Softball, Asst. JV	65.00%	3,192	3,343	3,502
Softball, Asst. JV	65.00%	3,192	3,343	3,502
Softball, Asst. Frosh	60.00%	2,946	3,086	3,233
Golf, Head	11.00%	3,662	3,836	4,018
Boys Tennis, Head	13.00%	4,328	4,533	4,748
Girls Tennis, Head	13.00%	4,328	4,533	4,748
Girls Tennis, Asst.	65.00%	2,813	2,947	3,086
Girls Soccer, Head	14.75%	4,910	5,143	5,388
Girls Soccer, Asst. JV	65.00%	3,192	3,343	3,502
Boys Winter Track, Head	13.00%	4,328	4,533	4,748
Girls Winter Track, Head	13.00%	4,328	4,533	4,748
Boys Spring Track, Head	14.75%	4,910	5,143	5,388
Girls Spring Track, Head	14.75%	4,910	5,143	5,388
Boys Spring Track, Asst.	65.00%	3,192	3,343	3,502
Girls Spring Track, Asst	65.00%	3,192	3,343	3,502
Swimming, Head	14.75%	4,910	5,143	5,388
Swimming, Asst.	65.00%	3,192	3,343	3,502
Swimming, Asst.	65.00%	3,192	3,343	3,502
Cheerleader, Fall	4.00%	1,332	1,395	1,461
Cheerleader, Fall	4.00%	1,332	1,395	1,461
Cheerleader, Winter	4.00%	1,332	1,395	1,461
Cheerleader, Winter	4.00%	1,332	1,395	1,461
Athletic Manager	5.50%	1,831	1,918	2,009
Equipment Manager Asst.	7.00%	2,330	2,441	2,557
Base		33,289	34,870	36,526
Assistant Coach Base = Head Coach Salary				

**APPENDIX B - VIII
Coaches - Linwood**

Sport	Rate	94-95	95-96	96-97
Boys Basketball	50.00%	2,455	2,572	2,694
Girls Basketball	50.00%	2,455	2,572	2,694
Wrestling	50.00%	2,455	2,572	2,694
Gymnastics	50.00%	2,455	2,572	2,694
Baseball	50.00%	2,455	2,572	2,694
Softball	50.00%	2,455	2,572	2,694
Girls Soccer	50.00%	2,455	2,572	2,694
Boys Soccer	50.00%	2,455	2,572	2,694
Athletic Coordinator	50.00%	2,455	2,572	2,694

Base = Head Coach Salary

APPENDIX B - IX

ADVISORS - 1991-92 - 1993-94

Activity	Rate	94-95 Salary	95-96 Salary	96-97 Salary	No. of Staff	Cost
Band Director	8.67%	2,886	3,023	3,167	1	Clubs:
Drama Director - Play	5.10%	1,698	1,778	1,863	1	African American Cult.
Drama Director - Musical	7.14%	2,377	2,490	2,608	1	Alchemist
Newspaper	7.14%	2,377	2,490	2,608	1	Alchemist - Backstage
Yearbook	7.14%	2,377	2,490	2,608	1	Backstage - Spring
Yearbook Bus. Mgr.	3.57%	1,188	1,245	1,304	1	Backstage - Winter
School Treasurer	9.00%	2,996	3,138	3,287	1	Chess
Literary Magazine	4.08%	1,358	1,423	1,490	1	CLEAN
Advisor - Senior	4.59%	1,528	1,601	1,677	1	Concert Choir
Advisor - Juniors	4.59%	1,528	1,601	1,677	1	DECA
Advisor - Sophomore	3.40%	1,132	1,186	1,242	1	FBLA
Advisor - Freshmen	3.40%	1,132	1,186	1,242	1	French
Mathletes	3.72%	1,238	1,297	1,359	1	German
Science League	3.58%	1,192	1,248	1,308	1	Independent Study
Drill team (Business)	3.77%	1,255	1,315	1,377	1	Italian
Color Guard Instructor	4.59%	1,528	1,601	1,677	1	Kaleidoscope
Percussion Instructor	4.59%	1,528	1,601	1,677	1	KEY Club
Brass Instructor	4.59%	1,528	1,601	1,677	1	Latin
Student Council	7.14%	2,377	2,490	2,608	1	Library Assistant
Spec. Prod. - Band	3.40%	1,132	1,186	1,242	1	Model UN
Spec. Prod. - Chorus	3.40%	1,132	1,186	1,242	1	NHS
Intramurals (Weights)	3.40%	1,132	1,186	1,242	1.5	Photo
Push Coordinator	5.65%	1,881	1,970	2,064	1	SHOT
Push Workers	3.75%	1,248	1,308	1,370	3	Spanish
Clubs	3.40%	1,132	1,186	1,242	23	
Linwood						
Creative Thinking	3.40%	1,132	1,186	1,242	1	
Drama	3.57%	1,188	1,245	1,304	1	
Keyboard/Word Processing	3.40%	1,132	1,186	1,242	1	
Builders (KEY)	3.40%	1,132	1,186	1,242	1	
Student Council	4.08%	1,358	1,423	1,490	1	
Yearbook	3.57%	1,188	1,245	1,304	1	
P.R.I.D.E	3.40%	1,132	1,186	1,242	1	Other
Cherleading	3.40%	1,132	1,186	1,242	1	Band/Chorus
Jazz Band	3.40%	1,132	1,186	1,242	1	Conflict Res. Coord
Intramurals	3.40%	1,132	1,186	1,242	1	Drama Assit
Other	3.40%	1,132	1,186	1,242	8	ESL Tutor
TOTAL						
1993-94 Base = \$31,932						
		33,289	34,870	36,526		International Club Literary Mag. Peer Mediation Club School Treas.

APPENDIX B - X

TEACHER STIPENDS

POSITION	1994-95	1995-96	1996-97
Subject Matter Leaders	782	821	862
Head Teachers	1,067	1,120	1,176
G/T - Elementary Science Coor	1,067	1,120	1,176
Technology Coordinator	1,067	1,120	1,176

Grade Level Leaders (GLL)

- 1. All GLL's stipend shall depend upon the number of teachers (excluding the GLL him/herself) on grade**
- 2. Where there is only one other teacher on grade, the stipends shall be \$635 in 1994-95, \$667 in 1995-96 and \$700 in 1996-97**
- 3. For every additional teacher on grade, the stipend shall increase by \$20 in 1994-95, \$21 in 1995-96 and \$22 in 1996-97**

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The following sidebar agreements to the contract between the North Brunswick Township Board of Education and the North Brunswick Education Association shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1997.

1. The parties agree to establish a committee which has as its charge studying the possibility of the reconstruction of the day at the middle school and high school levels with the goal of increasing student-teacher contact time. The committee shall study various alternatives and make recommendations to the Board. The committee's review shall include, but not be limited to, the length of the teacher work day, the length of the student day, the length of teaching periods, the length of the lunch period, the length and frequency of preparation periods, the number of instructional periods for each teacher and related compensation. The committee will begin its work no later than December 1, 1994 and shall provide a report to the Board no later than September 1, 1995.
2. The parties agree to set up an ad hoc committee with the purpose of studying security in the schools as it relates to missing, stolen or damaged employees' personal property and vehicles. Included in this study will be the issue of employees' responsibility with regard to their own property and that of the district.
3. The Board of Education recognizes the value and the on-going importance of the high school security aides. In providing their services to the District, these aides have become indispensable in their roles. Their future in the North Brunswick schools remains a high priority for the Board.
4. The Board of Education agrees to continue to provide full-time elementary school teachers with five (5), 40 minute preparation periods each week for the period from July 1, 1994 through June 30, 1997.
5. The District will label one parking space at each school for the exclusive use of traveling teachers.
6. The Board agrees that it will continue to attempt to notify custodians as soon as possible concerning possible overtime assignments. The Association recognizes that it is incumbent upon custodial, maintenance and grounds personnel to notify the administration as soon as they know they will be absent.

7. The administration will continue to apply delayed opening or emergency closing procedures for secretarial/clerical staff assigned to the Board Office/Maple Meade in a reasonable manner.
8. The administration shall notify Child Study Team personnel of anticipated summer employment no later than May 15th. Child Study staff shall notify the Director of Special Services regarding interest and availability to undertake summer employment no later than June 15th.

NORTH BRUNSWICK TOWNSHIP
EDUCATION ASSOCIATION

BY: Mark Balaban
President

ATTEST:

Mary M. Cascardi
Secretary

NORTH BRUNSWICK TOWNSHIP
BOARD OF EDUCATION

BY: John P. V. ...
President

ATTEST:

Robert Tucco
Secretary