

**Agreement
Between the
Town of Boonton
Board of Education**

and

**The Boonton Education
Association, Inc.**

**2003-2004
2004-2005
2005-2006**

BEA – MCCEA – NJEA – NEA

TABLE OF CONTENTS

I	Recognition	1
II	Negotiating Procedure	1
III	Grievance Procedure	2
IV	Employee(s) Rights	6
V	Association Rights & Privileges	7
VI	Work Year	7
VII	Work Hours	11
VIII	Evaluation	14
IX	Leaves of Absence	16
X	Promotion & Voluntary Transfer	21
XI	Employment Procedures	21
XII	Insurance Protection	23
XIII	Financial Conditions	24
XIV	Separability	28
XV	Agency Shop	29
XVI	Sub Contracting	30
XVII	Miscellaneous Provisions	30
XVIII	Boonton Education Association Offices	32
XIX	Procedures for Involuntary Extra- Curricular Activity Appointments	33
XX	Duration of Agreement	35
Salary Guides		
	Schedule A (Professional Staff)	36-38
	Schedule B (Custodial/Maintenance)	39-41
	Schedule C (Secretarial)	42-44
	Schedule D (Bus Driver)	45
	Schedule E (Teacher Assistants)	46
	Schedule F (BHS Coaches)	47-49
	Schedule G (BHS Supplemental)	50
	Schedule H (BMS Supplemental)	51
	Schedule I (BMS Coaches)	52
	Schedule J (JHS/SSS Supplemental)	53

**BOONTON PUBLIC SCHOOLS
BOONTON, NEW JERSEY**

The Board of Education of the Town of Boonton and the Boonton Education Association, Inc., do hereby agree that the welfare of the children of the Town of Boonton is paramount in the operation of the schools and will be promoted by both parties. The parties do agree as follows:

I. RECOGNITION

A. The Board of Education of the Town of Boonton, hereinafter referred to as the "Board," recognizes the Boonton Education Association, Inc., hereinafter referred to as the "Association," as the exclusive representative of those persons as defined in the section herein describing the negotiating unit for the purposes of collective negotiations and for representation in grievance procedures hereunder as provided in N.J.S.A. 34:13A-1 et seq., and such amendments to said laws may be in effect during the term of this contract.

B. The Negotiations Unit

1. The negotiating unit for the purposes of the recognition agreed upon herein shall exclude: superintendent, assistant superintendents, business administrators/board secretaries, principals, vice principals, curriculum coordinator, child study team coordinator, assistant principals, department supervisors, food service director, school physicians, confidential secretaries, treasurer, attorneys, maintenance supervisor, athletic director, substitutes (per diem), payroll/negotiations coordinator, school district accountant and such persons as the Board may retain as professional consultants.

2. The terms teachers and professional staff shall be understood to include all certified unit members.

II. NEGOTIATING PROCEDURE

A. Attaining Objectives

1. Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Board and the Association. The Board and the Association agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-1 et seq. (and as above Article 1) in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.

2. Negotiations begin not later than the date prescribed by the Public Employment Relations Commission.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and/or make proposals and counterproposals.
 - C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
 - D. This agreement shall not be modified in whole or part except in writing duly executed by both parties.

III. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a formal complaint by an employee(s) that a dispute exists concerning the interpretation, application, or violation of Board policies, the Agreement, and/or administrative decisions affecting said employee(s) and/or terms and conditions of employment.

2. An “aggrieved person” is the person or persons making the claim.

3. A “party in interest” is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, solutions to the problems which from time to time may arise affecting the employee(s). Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. 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 a maximum and every effort should be made to expedite the process. The time limits specified in this procedure may be extended by mutual consent.

2. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) working days of its occurrence and must be signed by every aggrieved person except in the case of a grievance affecting a group or class of unit members, in which case an Association representative shall sign.

3. Should a grievance be filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and may be left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced by mutual agreement in order that the grievance procedure may be exhausted prior to the end of the school year or as soon as possible thereafter as practicable.

4. All official grievance forms, in duplicate, involving a grievance will be channeled through the Association.

D. Level One

The Employee(s) with a grievance shall first discuss it with the appropriate building-level administrator or immediate supervisor in an attempt to resolve the matter informally.

E. Level Two

If the aggrieved is not satisfied with the discussion at Level One, then the aggrieved shall take a written statement of the grievance to the appropriate building level administrator or immediate supervisor within five (5) working days stating:

1. Nature of grievance
2. Nature and extent of injury or inconvenience
3. Results of previous discussions;
4. His/her dissatisfaction with decisions previously rendered;
5. Articles violated;
6. Relief sought.

Within five (5) working days after the receipt of the grievance, a written decision by the appropriate building level administrator or immediate supervisor shall be rendered to the aggrieved through the Association.

F. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, then the aggrieved through the Association shall submit the grievance in writing to the Superintendent within five (5) working days. Within seven (7) working days after the receipt of the grievance, a written decision by the Superintendent shall be rendered to the aggrieved through the Association.

G. Level Four

If the grievance is not resolved to the employee(s) satisfaction at Level Three, he/she may within five (5) working days, through the Association, request a review by the Board, through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board within five (5) working days of the receipt of the request. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee(s) and his/her/their chosen representative(s) and render a decision in writing within ten (10) working days of receipt of the grievance by the Board from the Superintendent.

H. Level Five

1. If the decision rendered by the Board is not satisfactory to the aggrieved, the Association may submit the grievance to arbitration within five (5) working days after receipt of the decision from Level Four.

At the request of either party a committee of four (4), two (2) appointed by each, shall be formed to investigate the possibility of resolving the grievance prior to the arbitration hearing. If the parties accept the proposed settlement, the Association shall withdraw the matter from arbitration.

2. The parties shall be bound by the rules and procedures by the Public Employee Relations Commission in the selection of an arbitrator. The arbitrator shall hold hearings relevant to the grievance. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on the parties.

3. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the parties incurring same.

I. Rights of the Employee(s) to Representation

1. Representation

a. Any aggrieved person(s) may be represented at all stages by him/herself, or at his/her option, by a representative(s) selected or approved by the Association.

b. When an employee is not represented by the association, the Association shall be notified in advance of all scheduled grievance meetings, shall have the right to be present at all grievance meetings held at the level of the Superintendent or the Board, and shall be notified of the settlement.

c. If the Association does not represent the grievant, it shall have the right to grieve such grievant's settlement as it alleges to be contrary to the terms of the Agreement.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reasons of such participation.

3. All documents, communications, and records dealing with the processing of the grievance shall be absolutely confidential and shall not be submitted to anyone not involved in the grievance except with the permission of the aggrieved and the Board.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only those parties specified in the Article.

J. Copies of Grievance Dispositions

The Association or designated representatives shall receive a copy of the disposition of all grievances at all levels.

IV.EMPLOYEE(S)' RIGHTS

- A.** In compliance with N.J.S.A. 34:13A-1 et seq., the Board agrees that every employee as defined in Article 1, Section A, of this Agreement, shall have the right to freely join and support the Association and any other organization with which it is affiliated. The Board agrees that it shall not directly or indirectly discourage or coerce any employee(s) in the use of any rights given to them by law.
- B.** Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and present him/her during such meeting or interview. Any suspension of any employee pending charges shall be with pay.
- C.** Except as this Agreement shall otherwise provide, all existing benefits of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to so apply during the term of the Agreement.
- D.** No employee shall be discharged, disciplined, reduced in rank or compensation without just cause. This paragraph is not subject to the arbitration clause of this agreement (Section III, Paragraphs H.1. through H.3.).
- E. **Assigned Duties Custodial/Maintenance/Secretarial Staff****

At no time shall the employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
- F.** The Teacher shall maintain his/her right and responsibility to determine grades and other evaluation of students within the grading policies of this school district based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible.

V. ASSOCIATION RIGHTS & PRIVILEGES

- A.** The Association and representatives may have the privilege to use school buildings at reasonable hours as to time, date, and availability for meetings; use of mailboxes; and use of school equipment such as typewriters, mimeographing machines, other duplicating equipment, and audiovisual equipment when such equipment is not being used in the school program. No piece of equipment is to be removed from the building without the approval of the building principal or Superintendent.
- B.** The Board agrees to furnish to the Association annual audits, agenda and minutes of all Board meetings, and names and addresses of all employees.
- C.** The Association President, or his/her designee shall be granted up to 3 days of paid leave to attend to BEA responsibilities.

Support staff members of the BEA Representative Council shall be released from work, without loss of pay, at 3:00 pm once a month to attend Association meetings. If, at the conclusion of a meeting, time remains on the support staff member's shift, he/she must return to his/her work site and complete his/her shift. The Association Secretary shall provide the Board Secretary with a list of the members of BEA Representative Council before September 15 of each year. If the members change during the year it shall be the responsibility of the Association Secretary to update the list with the Board Secretary.

VI. WORK YEAR

A. Certified Staff

1. Ten-Month Personnel

The in-school work year for employees on a ten-month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed one hundred eighty-six (186) days and shall be used in the following ways: Teachers will work up to 183 days when students are present. Three of the 183 days shall be designated as snow/emergency days and will not be made up if used. Teachers shall work up to 2 additional in-service days and one additional orientation and classroom set-up day. In-service days shall be 7 hours in length, inclusive of 1 hour for breaks. These days cannot be converted to other use.

2. Eleven-Month Personnel

The work year of teachers on an eleven (11) month basis shall not exceed two hundred and five (205) days. During the school year, the days worked shall be consistent with the ten (10) month in-school work year.

3. Definition of In-School Work Year

The in-school work year shall consist of those days when pupils are in attendance, orientation days, and other days on which teacher attendance is required.

4. Guidance Counselors

Guidance counselors may be asked to work five (5) days beyond the work year as provided in A.1. The principal and counselors shall work out a schedule based on updating records, summer school, schedule conflicts and new students. The actual dates worked shall be listed on the voucher for payment in August of each year.

5. Child Study Team

a. If the service members of the child study team are needed beyond the regular work year, up to ten (10) work days per individual will be offered first to full-time child study team members by job classification at the daily rate of 1/200th of their salary.

b. Their workday shall be according to the collective bargaining agreement and consecutively scheduled whenever possible. The work schedule will be determined by the Superintendent and included with the job posting on or before May 30th.

B. Custodial/Maintenance Staff

1. Vacation

a. Initial year of employment (if it commences after July 1st) one (1) day per month up to a maximum of ten (10) days, to be taken during the school year commencing the following July 1st.

b. Effective July 1st following the initial date of employment, vacation shall be granted according to the following schedule:

2nd-5th year – 2 weeks plus 1 day
6th-7th year – 3 weeks plus 1 day
8th year – 3 weeks plus 2 days
9th year – 3 weeks plus 3 days
10th year – 3 weeks plus 4 days
11th year – 4 weeks
12th year – 4 weeks plus 1 day

c. All vacation requests remain subject to the approval of the building principal and Superintendent.

d. One (1) additional vacation day will be granted on the Friday of the NJEA Convention. Personal or vacation days on the preceding Thursday will be granted only with approval of the Superintendent.

e. All vacation days are to be taken following the year in which they are earned. Any vacation days that are not used during the school year after they are earned shall be forfeited.

2. Holidays

New Year's Day and the day before or the day following
Martin Luther King Day
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Thanksgiving Day and the following day
Christmas Day and the day before or the day following

The day preceding or following Christmas and New Year's Day shall be designated as floating holidays so as to constitute a two-day holiday to be preceded or followed by the weekend when such days fall on Monday, Tuesday, Thursday or Friday, so as to constitute a four-day period of rest. If Christmas Day or New Year's Day fall on a Saturday, the day before will be a holiday; if they fall on Sunday, the day after will be a holiday. In those years, two (2) floating holidays will be designated in the calendar by the Superintendent. When Christmas falls on a Wednesday, the day after will

be a holiday. When New Year's falls on a Wednesday, Monday and Tuesday will be the holidays.

C. Secretarial Staff

1. Work Year

The secretarial work year shall be consistent with the teacher in-school work year.

2. All secretaries shall be twelve (12) month employees.

3. Vacation

a. Initial year of employment (if it commences after July 1st) one (1) day per month up to a maximum of ten (10) days, to be taken during the school year commencing the following July 1st.

b. Effective July 1st following initial date of employment, vacation shall be granted according to the following schedule:

- 2nd-5th year – 2 weeks
- 6th-7th year – 3 weeks
- 8th year – 3 weeks plus 1 day
- 9th year – 3 weeks plus 2 days
- 10th year – 3 weeks plus 3 days
- 11th year – 3 weeks plus 4 days
- 12th year – 4 weeks

c. Secretaries shall use their vacation days during the month of July and the first three full (Monday-Sunday) weeks of August. All vacation requests remain subject to the approval of the building principal and Superintendent. Secretaries may request vacation time at times other than those specified above. Upon the recommendation of the building principal, the Superintendent may grant said request, provided it does not interfere with the operation of the district. All vacation days are to be taken following the year in which they are earned. Any vacation days that are not used during the school year after they are earned shall be forfeited.

D. Drivers/Assistants

All employees shall be guaranteed 184-day contract

- E.** The day preceding Thanksgiving shall be designated a one (1) session day for all unit employees, except custodial and maintenance employees. Night shift shall commence at the close of the school day.

VII. WORK HOURS

A. Certified Staff

1. Check-in/Check-out

As professionals, certified staff are expected to devote to their assignments the time necessary to meet their responsibilities. They shall be required to indicate their presence in the building by checking In or Out in the appropriate column on the faculty roster.

2. Work Day

a. It is recognized that each certified staff member has the professional responsibility to assist students academically after school when such help is needed or requested. In the event the teacher fails to fulfill this requirement it will be considered a breach of contract.

b. The total teacher in-school workday shall consist of not more than 7 hours and 10 minutes of which 30 minutes will be designated as unassigned time. The student day shall be 6 hours and 40 minutes. The student day shall not begin earlier than 7:30 AM or later than 8:15 AM.

c. The workday for the child study team shall be seven (7) hours and ten (10) minutes per day including a daily fifty-five (55) minute duty-free lunch period. Preparation time provisions in the contract for teachers shall not cover the child study team, which shall not be entitled to preparation time.

d. Teachers of grades 7-12 shall have 118 minutes of duty-free time daily to be used for lunch and preparation time. No less than 30 minutes shall be designated a lunch period and teachers shall be allowed to be absent from the building no more than 45 minutes of the total 118 minutes. Teachers will be provided coverage for restroom use during the 88 minute block schedule teaching periods.

Four-Day Rotating Block Schedule: For teachers of grades 7-12 each four-day rotation shall consist of 2 days with 90 minutes designated to preparation and lunch and 2 days with 146 minutes designated to preparation and lunch. No less than 30 minutes shall be designated as a lunch period and teachers shall be allowed to be absent from the building no more than 45 minutes on any given day.

e. Teachers of grades Pre-K to 6 shall have 210 minutes of duty-free preparation time per week with no less than 30 consecutive minutes daily. Teachers of grades 1-6 shall have 55-duty-free minutes per day for lunch.

3. It is expected that certified staff work on committees concerning curriculum, instruction, and improvement in the educational program. For teachers of grades 7-12, twelve (12) blocks of preparation time per year shall be designated for curriculum development. A block shall not exceed fifty-five (55) minutes. Teachers shall receive the appropriate credit of the curriculum development or curriculum related activity shall be eligible or qualifies as professional development per the Department of Education requirements. When possible, notice of curricular development activities will be provided for the entire month on or about the first day of the month.
4. School Street School and John Hill School inclement weather coverage. In the event no staff member volunteers for the stipend activity, certified staff, up to four (4) at a time, will be assigned from list prepared by the principal and the BEA representative on a rotating basis for Monday through Friday inclement weather duty
5. Total certified staff of each individual building shall not be required to attend more than four (4) evening sessions per school year. School shall be designated a one (1) session day for any evening session which exceeds three (3).
6. Every attempt will be made to keep five (5) teaching periods per instructor at grades 7 through 12. (Middle School and High School). In the event additional sections are necessary, volunteers with appropriate certification will be solicited to teach a sixth period. If there are no volunteers, teachers with appropriate certification can be assigned. No person will be expected to teach a sixth period unless they are compensated with a payment as follows:

For the 2003-2004 school year, a stipend of \$3000 will be paid to any staff member teaching a sixth period, but only if they taught a sixth period during the 2002-2003 school year;

For the 2004-2005 school year, a stipend of \$3000 will be paid for anyone assigned a sixth period;

For the 2005-2006 school year, a stipend of \$3100 will be paid for anyone assigned a sixth period.

Assignment for a partial year shall be pro-rated and shall not break the contiguous requirement in the 2003-2004 school year for the purposes of payment.

7. When block scheduling is in effect a block shall be the equivalent of two teaching periods. (88 minutes)
8. Certified staff who travel between buildings during their workday shall have adequate travel time built into their schedule to allow them to close up their workspace in one building, travel to another building and open up their workspace in the new building.

B. Custodial/Maintenance Staff

1. Daily Work Schedule

a. Day custodians and maintenance personnel will work an eight-hour shift excluding one-half hour for lunch. Custodians who are assigned the evening shift will work seven and one-half hours excluding a half-hour for lunch.

b. All custodial/maintenance employees shall be scheduled to work a regular shift and shall be notified as to regular starting and quitting time of shift change at least two weeks or less if agreed to by the custodial/maintenance employee except in the case of emergency. If the custodial/maintenance employee agrees to shorten the two week notice, the agreement shall be placed in writing and signed by both parties.

c. When schools are closed due to snow or other emergency, custodial/maintenance employees shall be dismissed when completion of the work related to the emergency has been verified by the Superintendent or his/her designee.

2. Overtime

a. All custodial/maintenance staff agree to work on a rotational basis for overtime, as required by administration.

b. Overtime shall be paid at the rate of 1-½ times the employee's regular hourly rate of pay for all time worked in excess of the daily work shift and for Saturdays.

c. Overtime work required on Sundays and holidays shall be paid at double-time rate and shall be a minimum of four (4) hours.

d. Overtime for non-school related events (on any day of occurrence) shall be for a minimum of four (4) hours.

e. The association agrees that alarm checks can be assigned outside the bargaining unit. However, if a custodian or maintenance worker is assigned to do an alarm check or is called back to work for emergency, he/she will be paid a minimum of 3 hours at the appropriate overtime rate.

C. Secretarial Staff

1. From September 1 to the last day of school, full-time employment is 8 hours per day, 5 days per week with one hour for lunch included. From the last day of school to August 31, full-time employment is 7 hours per day, 5 days per week with one hour for lunch period.

2. Overtime

When duties require time to be spent in excess of 8 hours per day or 40 hours per week, secretaries shall be reimbursed for their time at 1-½ times their normal pay rate. Advanced written approval is required by the Superintendent or designee.

D. Bus Drivers

All work by bus drivers in excess of forty hours per week, and all Sunday work and legal holidays when school is not in session shall be compensated at a time and a half rate.

VIII. EVALUATION

A. Certified Staff

1. Definitions

a. The term "evaluation" shall mean a written evaluation prepared by the administrative supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the

instructional process. The evaluation shall not be limited to the observation as defined in the next paragraph.

b. The term “observation” shall be construed to mean a visitation to a classroom by a member of the administrative/supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, for the performance of the instructional process. An observation shall be for at least thirty (30) minutes of a fifty-six (56) minute block in the Middle School and High School and for the duration of one complete subject lesson in the elementary schools.

c. Supervisor means an appropriately certified individual assigned with the responsibility for the direction and guidance of the work of teaching staff members.

2. Procedure

a. Nontenured professional staff shall be formally observed and evaluated a minimum of three (3) times a year. The first evaluation for nontenured teachers shall occur by November 1; the second, by January 15; and the third, by March 15.

b. Tenured professional staff shall be formally observed and evaluated a minimum of one time during the school year. Additional observations may be made at the request of the teacher or at the discretion of the supervisor.

c. A post observation conference shall occur within six (6) school days after each observation. The observation report shall be given to the teacher at least one day prior to the conference. A copy of the report shall be signed by the supervisor and the teacher and sent to the Superintendent within one week of the conference so that it may be placed in the personnel file of the teacher. Teachers shall have ten (10) school days from the date of signature to make attachments to the report.

B. Custodial/Maintenance Staff

A minimum of one (1) evaluation of the employee shall be made by the immediate supervisor. The employee shall receive a copy of the evaluation and shall have ten (10) days to attach a statement of rebuttal, if desired, before said evaluation is entered in the personnel file.

C. Unit Employees

An employee shall have the right to review the contents of his/her personnel file and to receive copies of documents therein. The employee may ask the Superintendent to review any documents to determine obsolescence. If the Superintendent finds them to be obsolete, they shall be destroyed.

IX. LEAVES OF ABSENCE

A. Temporary Leaves

1. Bereavement Leave

Absence due to death in an employee's family or household shall be permitted for a period of three (3) consecutive workdays. If unusual circumstances require additional time for such leave, application shall be made to the Superintendent through the building principal. Immediate family shall be defined as mother, father, spouse, child, sister or brother, mother/father in-law, sister/brother in-law, daughter/son in-law, grandparents and significant other. A member of immediate household shall be defined as a person living in the same household and whose legal residence is the same.

In the event of the death of a friend or relative outside the family or household, as defined above, one (1) day shall be granted for funeral attendance.

In the event of the death of an employee or student, the principal or immediate supervisor of said employee or student shall be granted to an appropriate number of employees sufficient time to attend the funeral.

2. Personal Leave

A total of three (3) days of noncumulative leave of absence with prior approval of the Superintendent shall be granted in accordance with the following: A total of three (3) days of non cumulative personal days without reason shall be given. Personal days cannot be used before or after a school vacation or holiday except with the prior approval of the Superintendent. The Superintendent's decision cannot be grieved. Except in the case of emergency, three (3) days prior notification shall be given.

a. In the event of an extended illness, unused personal days may be applied to sick leaves when accumulated sick leave is exhausted.

b. A maximum of three (3) unused personal leave days under paragraph 2 above shall be converted to sick days at the end of each school year.

3. Military Leave

Time necessary for person called to temporary active duty training or any U.S. Reserve or National Guard Unit shall be granted. The person(s) shall be paid as provided by law.

4. Sick Leave

Ten (10) month employees shall receive ten (10) sick days per year. Eleven (11) month employees shall receive eleven (11) sick days per year. Twelve (12) month employees shall receive twelve (12) sick days per year.

B. Extended Leaves

1. Disability Leaves

a. The Board shall not discriminate against any person in violation of the Law Against Discrimination.

(1) The Board shall not maintain or enforce any policy or practice for removal of any tenured or nontenured employee for his/her duties that is based solely on the fact of a specific number of months of disability.

(2) The Board may request a disabled employee to produce a certificate from his/her physician that he/she is medically able to continue his/her duties. The Board reserves the right to have its physician examine the employee. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board's physician and the employee's physician shall agree on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue his/her duties.

b. An employee who anticipates a disability shall notify his immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows about it.

(1) In case of a pregnancy, no later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall request either:

(a) A disability leave for which accumulated sick leave may be utilized; or

(b) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below; or

(c) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulating sick leave.

(2) To the extent permitted by law and relevant judicial and administrative agency decisions, employees on a pregnancy related disability leave shall be presumed to be disabled for purposes of sick leave eligibility thirty (30) calendar days prior to the anticipated date of birth of the child and thirty (30) calendar days following the actual date of birth of the child.

c. Employees requesting sick leave for pregnancy-related disabilities beyond the periods as set forth above, or for all other disabilities shall, at the request of the Board of Education, furnish proof of the existence of such disability.

2. Childcare Leaves

a. The Board shall grant unpaid leaves of absence for the purposes of childcare of an infant to employees who fulfill the requirements set out below. No requests will be disapproved arbitrarily, discriminatorily, or capriciously.

b. When an employee requests an unpaid leave of absence which begins prior to the period of actual disability, said leave shall commence at the beginning of the marking period in order to maintain continuity in the educational program.

c. Except as provided in B.2.b. above, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred.

d. At the request of the employee, the Board shall grant an extension of childcare leave for one additional full school year.

e. In the case of an adoption, notice shall be given to the employee's supervisor when application for the adoption is approved by the adopting agency. In cases of adoption, applications shall be made for specific leave period as soon as the employee is informed of the custody date. The leave shall allow time, as necessary, for the completion of the custody procedure.

f. To be eligible for a salary increment and credit towards longevity payments and sabbaticals, an employee must work at least ninety (90) days in the school year that the leave commences or terminates.

g. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. When on unpaid leave, an employee may not use sick days. An employee may have the opportunity to maintain complete health benefits coverage while on leave providing the employee pays the premium.

h. Nothing stated herein shall require the Board of Education to extend the leave of absence of a nontenured employee beyond the end of the school year in which the leave occurs.

i. All requests for extensions of unpaid leaves of absence under B.2.d. shall be in written requests for extensions for unpaid leaves commencing September 1 shall be made by March 1 of the previous school year. For leaves commencing after April 1, requests for extension must be made at least sixty (60) days prior to September 1.

C. Sabbatical Leave

Any teacher who has completed seven or more years of continuous full-time service in Town of Boonton schools may, upon recommendation of the Superintendent, be granted a leave of absence by the Board for one full year of study. A minimum of twelve (12) points or credits per semester, writing of a doctoral thesis and reasons for professional advancement to better serve the school system, as determined by the Board, shall be satisfactory purposes to make application. After each subsequent period of ten (10) or more continuous years, a further leave of absence may be granted.

Application for such leave shall be made before December 15 prior to the school year for which the absence is requested. Such application shall be made upon a form furnished by the Board and shall include a program to be followed by the teacher during the period of leave. Applicants shall agree to abide by all conditions determined upon by the Board and the Association.

Not more than two (2) teachers shall be granted sabbatical leave during the same year. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the greatest benefit to the school system. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. Each applicant shall be notified promptly by the Superintendent in writing of the Board's decision concerning the application and no later than January 31 prior to the leave requested.

If more than two (2) qualified candidates apply in any one year, a maximum of two (2) alternates will be chosen. The salary granted to a teacher for sabbatical leave shall be one-half (1/2) of the salary to which the applicant should be entitled if not on leave. Regular deductions shall be made for United States Income Tax, Social Security, New Jersey Teacher's Pension Fund, and other deductions as authorized by the teacher. Salary payments shall be made in accordance with the schedule for payment of salaries of the school system.

As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Town of Boonton schools for period of at least two (2) years after the expiration of the leave. Teachers, upon their return, shall be paid the same scheduled salary that they would have received had they not had a sabbatical leave. If circumstances prevent fulfillment of the two years following the leave, the teacher shall reimburse the Board in direct proportion of the unfilled time except in case of death or permanent disability. Teachers on such leave may take part-time positions to supplement their income but may not take full-time positions unless the Board approves such positions as beneficial to the school system.

D. Association Leave

Extended Leave of Absence

Providing a substitute acceptable to the Board is available, willing and does sign a contract, the Board shall grant a one (1) year leave of absence without pay when appropriate to the position, a two (2) year leave of absence without pay to a tenured teacher who applies for such leave for the sole purpose of functioning as an officer of the New Jersey Education Association or the National Education Association

X. PROMOTION & VOLUNTARY TRANSFER

- A.** All vacancies and promotional positions (positions paying a salary differential), or specialists, or positions funded by the federal government shall be adequately publicized by the Superintendent. Immediately after resignation has been accepted, a notice shall be posted in all schools in the system advising that a vacancy exists in one of the above-mentioned positions. The qualifications for the position, its duties, and the scale shall be included in the bulletin.

When school is in session, notice will be given as far in advance as practicable, ordinarily thirty (30) days, before final date when application must be made.

Teachers who desire to apply for promotional positions which may be filled during the summer months shall submit their names to the Superintendent, together with the position(s) for which they wish to apply, and an address where they can be reached during the summer.

- B.** Teachers who desire a change in grade and/or subject assignment or transfer to another building may file a written statement of such desire with the principal and Superintendent by April 15th of the school year preceding the request for change.

C. Custodial/Maintenance/Secretarial

Secretaries and custodial/maintenance persons who desire a change in assignment may file a written statement of such desire with their building program administrator and Superintendent by April 15th of the school year preceding the request for change.

XI. EMPLOYMENT PROCEDURES

A. Nondiscrimination

The Board agrees that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, age or sexual orientation.

B. Certified Staff

1. Salary Guide Placement

A teacher, upon initial employment, shall enter into an agreement with the Board of Education on the number of years credit the teacher shall be granted for:

- a.** Previous teaching experience
- b.** Trade or business experience
- c.** Military Service
- d.** Other considerations

Once credit has been agreed upon, the teacher shall be placed on the then current salary guide on the step reflecting the same credit level of those already employed by the Board.

Subsequent movement on the salary guide shall be made in accordance with the terms of the Association/Board agreement.

2. Reduction In Force Notice

The Association will be notified of any proposed reduction in the number of staff prior to final Board Action. The Association will be notified of any reduction in staff at least thirty (30) days prior to Board action except in cases of emergency.

3. RIF Procedures

The parties hereto recognize the existence of N.J.S.A. 18A:28-9 et seq. with respect to reduction in force and agree to be governed by those statutes and amendments thereto and the decisions of the Commissioner with respect to reduction in force.

4. Work Assignments

All teachers shall be informed of their grade level and/or subject assignment for the forthcoming year not later than the last day of the current school year. In the event of changes in the schedule after the last day of school, the teacher affected shall be notified in writing of the changes.

5. Termination Notices

Individual contracts for certified personnel require that sixty (60) days notice be given by either party in order to terminate employment.

C. Custodial/Maintenance Staff Seniority and Job Security

1. Termination Notice

During the initial sixty days of employment, two weeks notice of termination must be given. For the remainder of the first two years of employment, thirty (30) calendar days notice of termination must be given. Employees with more than two years of consecutive employment will be given sixty (60) calendar days' notice of termination.

2. Reduction in Force

In the event of any Reduction in Force, district-wide seniority shall apply. The Board shall retain the right to reduce the number of positions when done in good faith.

3. Initial Employment

New custodial employees may be given credit for up to four years of work experience. New maintenance employees may be given credit for up to six years of work experience.

D. Secretarial Staff

1. Initial Guide Placement

If prior experience can be proven, newly-hired secretaries must be given credit for up to and including six (6) years of work experience.

2. Reduction in Force

In the event of reduction in force, district-wide seniority shall apply.

E. Drivers/Assistants

In case of reduction in force in any given category, seniority in the district shall prevail.

XII. INSURANCE PROTECTION

The Board shall provide the health-care insurance protection as follows:

A. Medical/Surgical

The Board agrees to provide and pay for membership in the State Health Plan of New Jersey, including Blue Cross, Blue Shield and Rider J and Major Medical for all qualified employees and dependents as defined by the Plan operators; eligible employees must work twenty (20) hours per week.

B. Coverage upon Resignation

The Board agrees that any employee who resigns as of June 30 of any year may have the opportunity of maintaining complete family coverage under the Group Plan for July and August of the year by reimbursing the Board for these two (2) months in advance.

C. Dental Coverage

1. The Board agrees to provide and pay for employee/dependent coverage in the New Jersey Dental Services Plan, Inc.

2. The Board shall pay the full cost of Plan I of Delta Dental Plan. It is understood that the benefits may be modified provided that the cost to the Board does not exceed the Plan I figures.

3. Effective July, 2004, all employees selecting dependent coverage shall contribute annually through payroll deductions the following amounts:

July 1, 2004	Certified Staff	\$150
	Support/Noncertified Staff	\$100
July 1, 2005	Certified Staff	\$150
	Support/Noncertified Staff	\$100

D. Carrier Changes

The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done the coverage shall be equal to or better (by mutual consent) than that presently existing.

XIII. FINANCIAL CONDITIONS

A. Certified Staff

1. Tuition Reimbursement

a. Tuition reimbursement shall be granted for accredited graduate courses for a total of 190 credits for the unit at the Montclair University per credit rate for graduate courses. Reimbursement will be made only for courses taken and passed while the teacher is under contract with the Board. To be approved for reimbursement by the Superintendent, courses

must be directly related to the teacher's instructional specialty, classroom assignment or professional improvement.

In order to manage the annual cap of 190 credits to be paid per year, the credits shall be divided for each year into semesters – a maximum of 63 credits to be paid out for the summer semester, a maximum of 63 credits to be paid out for the fall semester and a maximum of 64 credits to be paid out for the spring semester. If the summer semester does not require the reimbursement of all 63 credits, those credits not reimbursed shall be moved forward into the allotment for the fall semester. Likewise, any credits not reimbursed from the fall semester shall be moved forward into the allotment for the spring semester. Credits not reimbursed in the spring semester shall be lost for that school year and shall not move forward into the next school year.

Requests for reimbursement shall be approved for each semester allotment on a first-come, first-serve basis. No approval shall be granted without the submission of required documents. Should the semester allotment become exhausted before all requests can be approved, the Superintendent shall advise the staff member in writing that his/her request for reimbursement cannot be accepted.

Tuition reimbursement for tenured teachers shall be granted for accredited graduate courses for a total amount not to exceed nine credits. Tuition reimbursement for non-tenured teachers shall be granted for accredited graduate courses for a total amount not to exceed six (6) credits per year. To be approved for reimbursement by the Superintendent, courses must be directly related to the teacher's instructional specialty, classroom assignment or professional improvement.

b. Application for tuition reimbursement shall be submitted prior to beginning the course(s). The Superintendent shall give approval in accordance with section a, above, within five (5) school days of receipt of the application.

Official transcripts must be submitted to the Superintendent after the accumulation of every 15 credits or degree to insure proper placement on the salary guide.

2. Longevity

Longevity shall be based upon years of teaching experience. Starting with all teachers newly employed after 9/1/83, only teaching experience within the Boonton Public Schools shall be counted toward longevity credit.

3. Driver Education teachers will receive \$12.50 per hour.

4. Payment for Lost Preparation Time

Certified staff assigned by the front office personnel to teach classes during the time in which they have a preparation period shall be paid at a rate of \$12.50 per period. A form (in triplicate) should be signed to insure proper accounting.

5. Payment for Unused Sick Leave at Retirement

Upon retirement, after having served ten (10) years in the district, a teacher shall receive payment for accumulated sick days at the rate of \$28 per day for each day.

6. Curriculum Support Activities

a. Supplemental Curriculum Work

Supplemental curriculum work shall be compensated at a rate of \$20 per hour. It is understood that this does not apply to staff development projects.

b. Tutoring

Tutoring for Academic Decathlon and for Student Review Assessment shall be compensated at the rate of \$20 per hour.

c. Saturday Detention Work

Certified staff will be compensated at a rate of \$20 per hour for a three-hour supervision session of students who have been assigned to Detention on Saturday mornings. Work hours will begin at 8:30 A.M. and end at 11:30 A.M. Saturday morning work sessions shall begin the third Saturday in September and end the first Saturday in June.

It is understood, no Saturday work sessions will be held during any week or weekends the school calendar is not in session. Every effort will be made to effect voluntary staffing. A teacher shall be hired for every fifteen (15) students. It is understood that the number of students will be equally distributed between or among teachers should the number of students exceed fifteen (15).

If teacher volunteers exceed the number of positions that become available, then positions will be rotated on an equitable basis. The performance of certificated staff accepting Saturday morning work sessions shall not be the subject of any formal evaluation.

7. Chaperones

Employees required to engage in overnight chaperoning shall be compensated at \$40 per night unless otherwise compensated for the activity.

B. Custodial/Maintenance/Secretarial

1. Longevity

Longevity guide shall be based on the years of service in the Boonton Public Schools as follows:

5-10 Years -	\$150
11-15 Years -	\$400
16-20 Years -	\$500
21+ Years -	\$1035

2. Payment for Unused Sick Leave at Retirement

Upon retirement, after having served ten (10) years in the district, an employee shall receive payment for accumulated sick days at a rate of \$18 per day for each day.

3. Boiler License – Custodial/Maintenance Staff

The Board and Association agree that the district shall comply with all rules and regulations of Title 34 of New Jersey Statutes dealing with proper maintenance and operation of heating facilities. Those employees intending to seek a boiler license shall notify the Board and be compensated for all costs incurred in acquiring such a license. Upon successful completion of the course, the employee shall then receive \$300.00 annual black seal license stipend.

4. Tuition reimbursement shall be granted for courses approved by the superintendent for a total amount not to exceed \$750 per employee for the contract year. The courses must be related directly to the custodian/maintenance/secretary staff members' specialty assignment or professional improvement while under contract with the Board.

C. Drivers/Assistants

1. Longevity

Longevity guide shall be based on years of service in the Boonton Public Schools, as follows:

5-10 Years-	\$150
11-15 Years-	\$400
16-20 Years-	\$500
21+ Years-	\$800

2. Payment for Unused Sick Leave at Retirement

Upon retirement, after having served ten (10) years in the district, an employee shall receive payment for accumulated sick days at a rate of \$13 per day for each day.

3. Payment for Cancelled Bus Runs

Bus drivers shall be paid a minimum of two (2) hours pay for any trip which is cancelled after having reported to work.

D. Job Related Expenses

Use of a personal vehicle for approved school purposes is reimbursable to the employee at the I.R.S. rate of compensation.

E. Salary Agreement

Salaries shall be made in accordance with the attached guides and guide placement charts.

XIV. SEPARABILITY

In the event that any section, subsection or provision of this contract is found to be contrary to law, that section, subsection, or provision shall be null and void. All other sections, subsections, or provisions shall remain in full force and effect.

The parties shall meet to renegotiate the affected item or items and only that item shall be a subject of negotiations. It is expressly understood that the parties recognize the other's rights and obligations under the appropriate statues of the State of New Jersey.

XV. AGENCY SHOP

A. Representation Fee

If a member of the bargaining unit (See Article 1B) does not become a member of the Association during a membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employee shall be required to pay a representation fee in lieu of dues not to exceed eighty five (85) percent of dues, fees and assessments to the Association for that membership year. It is expressly understood that this Article becomes effective on July 1, 1981, and applies prospectively only.

B. Procedure

1. Notification

Prior to November 1 each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year or not paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, according to the procedures established for dues deduction for members.

3. Termination

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question. The procedure, as described in B.3. above, shall apply only if it is equally applied under the same circumstances to members of the Association for the purposes of dues collection.

4. Mechanics of Deduction and Transmission of Fees

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

5. Notification

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above. The Association will further notify the Board of the amount of the representation fee before July 1.

C. Indemnification

The association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with the provision.

XVI. SUB CONTRACTING

If the board chooses to eliminate positions through subcontracting, the Board agrees that subcontracting shall take place on July 1 of the contract year. Any employee who is terminated as a result of contracting shall be eligible for reimbursement of all accumulated unused sick days at the specific rate in the contract for that employee group.

XVII. MISCELLANEOUS PROVISIONS

A. The Parties to this Agreement acknowledge that this document represents the entire understanding reached between the parties for the period as specified in the duration of the contract Article and they further acknowledge that pursuant to this document, persons employed by the Board of Education have entered into or are about to enter into individual employment contracts with the Board of Education. In the event that the individual contract contains an error or mistake, made by either the employee or the Board in good faith, the parties agree to be bound by the provisions of this document.

To the extent that any inconsistency or error may exist between the provisions of this document and the individual contract or contracts, the provisions of this document shall control and the parties bound by the provisions hereof.

If the existence of any error in any document (including, but not limited to this Agreement and the individual employment contracts) is discovered, it shall be communicated to the other party and corrected to conform with the provisions of this document.

B. Inservice Workshops/Training

In order to assist custodial/maintenance/secretarial staff in the performance of their job, inservice programs will be provided. The programs will address the skills and attitudes necessary to achieve job goals.

All inservice training shall be at the recommendation of the Superintendent and at Board expense and will result in no loss of pay or benefits to the employees.

C. Nonteaching Duties

1. All scheduled nonteaching duties and assignments (i.e., supervision, chaperones, etc.) with exclusion of extracurricular assignments shall be assigned on an equitable and rotating basis. Assignments shall be established by August 15th by each building principal and submitted to the Superintendent for approval.

2. John Hill School

All scheduled nonteaching duties and assignments (i.e., supervision, chaperones, etc.) with exclusion of extracurricular assignments, shall be carried out on a volunteer basis as has been the practice in the past. In case there are insufficient volunteers to cover a duty or assignment, the principal shall make assignments on an equitable and rotating basis.

3. Requests for teacher assistants shall be presented to the Board through the building principal and the Superintendent. Requests shall be presented to the Board at its next regular meeting.

D. Clothing Allowance

1. The Board shall provide each custodial/maintenance employee with five (5) summer and/or winter weight uniforms and a pair of safety shoes annually. The Board's cost for shoes shall not exceed \$100.00 per employee. When an employee is initially hired, s/he shall receive a winter weight coat that will be replaced once every 3 years thereafter. Foul weather gear shall be provided by the Board in sufficient quantity and shall be maintained and distributed by the head custodian.

2. Assistants and bus drivers shall receive a \$35 annual clothing allowance.

E. Clarifying New Language

A committee comprised of negotiation team members of the Board and the Association will meet immediately after ratification of the new contract with the Superintendent, Superintendent's secretary, Board Secretary and building principals to explain and clarify new changes in contract language.

XVIII. BOONTON EDUCATION ASSOCIATION OFFICES

THIS AGREEMENT made this 1st day of July 1985 between the Boonton Board and the Association, for permission to use a portion of the Board owned special services building for the purpose of office space for the BEA.

In consideration for the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. It is understood and agreed that the BEA shall be entitled to renovate, maintain and occupy an office in the rear portion of the special services building owned by the Board which is located at 330 Lathrop Avenue, Boonton, New Jersey.
2. The BEA shall make whatever renovations within the space allotted as is necessary for its purposes but shall not disturb, destroy or alter portions of the building which are occupied by special services or other departments without the express written consent of the Board. The renovations shall be at the direction of the BEA and at their sole expense.
3. The term of occupancy of the designated office space is to be consistent with the duration of this agreement. This agreement is renewable upon ten (10) days written request by the BEA to the Board and official Board approval thereafter. Should the Board decide not to renew this agreement at any future date, the BEA shall be entitled to ten days written notice from the Board of such non-renewal. If the BEA submits a timely request for renewal of this agreement and the Board fails to act within ten days of the anniversary of this agreement, the agreement will be deemed automatically renewed for an additional year.

4. The BEA will be exclusively responsible for the maintenance and care of the designated office space.

5. The expressed understanding of the parties to this agreement is that the space designated for the BEA is to be used exclusively as a business office and is not intended for nor is it permitted to be used for planning, administering or participating in work stoppages or job actions such as strikes.

6. The BEA shall provide for and maintain a separate access area to the designated office which is separate and apart from the rooms and facilities of the special services department. The BEA shall have no access to the child study team area, rooms, records or facilities, without the express written consent of the Board or its designee.

7. The BEA shall not construct, display or maintain any sign in or near the designated premises without the express prior permission of the Board. The BEA shall not display or maintain any sign or advertisement pertaining to any political candidate or political issue outside of the designated office space.

8. This contract supplements and is in addition to the agreement between the Board and the BEA for 2000 through 2003. This agreement may be amended or modified only by written instruments signed by both the Board and the BEA. This agreement shall be governed by the laws of the State of New Jersey.

XIX. PROCEDURES FOR INVOLUNTARY EXTRACURRICULAR ACTIVITY APPOINTMENTS

A. Time Frame

1. Contracts for supplemental positions shall be issued as follows: by April 30 for yearly and fall activities, by May 30 for winter activities and by June 30 for spring activities.

2. All appointees to vacant supplemental positions shall be notified 60 days prior to the first day that the assignment begins.

B. Exclusions from Assignment Consideration

1. Any person who already has an involuntary assignment during the current school year.
2. Any person who previously has been assigned to an activity shall not be assigned again during any given school year until all qualified persons have been considered.
3. Any person voluntarily assuming a position shall not be assigned another position during a school year until all qualified persons have been considered.

C. Qualifications for Appointment

1. The principal and/or athletic director shall determine qualifications based on past experience in that activity; i.e., head, commensurate experience or demonstration of more than a casual knowledge in that activity, depending upon the job description.
2. In each activity affected by these procedures, the principal and the BEA representative shall prepare a list of all qualified persons in the district. Personal hardship situations shall be considered in the preparation of the list.

D. Candidate Search

1. Any unfilled position shall be advertised in that particular school district, community and county. Any position not filled from within the district shall be advertised outside. The means for advertising an opening shall follow the same procedures as that for a teacher vacancy, including but not limited to, the Citizen, Daily Record, Star Ledger, state colleges and private universities.
2. A file pertaining to the position shall be maintained and include all resumes and applications.
3. In an activity in which an assignment had been made, a search to fill that position for the following year shall begin at the conclusion of that season/year.

E. Assessment of an Activity

1. The Board shall make every effort to advertise and recruit for hard-to-fill vacant positions before the onset of each season. If after one season and second search, these attempts prove futile, the Board shall assess the need for the continuation of the activity.

XX. DURATION OF AGREEMENT

A. This Agreement shall be in effect as of July 1, 2003, and shall continue in effect until June 30, 2006.

B. In witness hereof the ratification of this Agreement by the Boonton Education Association, Inc., and the Town of Boonton Board of Education, the following have signed for their respective membership.

President, Boonton Board of Education

Secretary, Boonton Board of Education

President, Boonton Education Association

Secretary, Boonton Education Association

**SCHEDULE A-1
Professional Staff
Salary Guide 2003-2004**

Step	BA	BA+15	MA	MA+15	MA+30
1-2	34,280	35,380	37,800	38,640	42,640
3	34,480	35,580	38,130	38,840	42,840
4	34,980	36,080	38,500	39,340	43,340
5	35,480	36,630	39,000	40,040	43,840
6	36,280	37,430	40,000	40,640	44,640
7	37,180	38,280	40,700	41,540	46,110
8	38,180	39,280	41,700	42,540	46,910
9	40,600	41,700	44,120	44,960	49,070
10	43,150	44,250	46,670	47,510	51,510
11	46,600	47,700	50,120	50,960	54,960
11A	50,050	51,150	53,570	54,410	58,410
12	53,500	54,600	57,020	57,860	61,860
13	56,950	58,050	60,470	61,310	65,310
14	60,400	61,500	63,920	64,760	68,760
15	63,850	64,950	67,370	68,210	72,210

No employee shall be placed on Step 11A

Certificated staff employed in Boonton up to and including 9/1/83 shall be entitled to longevity based on years of teaching experience. Certified staff employed after 9/1/83 shall be entitled to longevity experience in Boonton.

During:

5 th -10 th years	\$200
11 th -15 th years	\$300
16 th -20 th years	\$600
21 st + years	\$1,750

**SCHEDULE A-2
Professional Staff
Salary Guide 2004-2005**

Step	BA	BA+15	MA	MA+15	MA+30
1	35,160	36,260	38,680	39,520	43,520
2-3	35,360	36,460	38,880	39,720	43,720
4	35,560	36,660	39,140	39,920	43,920
5	36,060	37,160	39,580	40,420	44,420
6	36,660	37,760	40,180	41,020	45,020
7	37,560	38,660	41,080	41,920	45,920
8	38,760	39,860	42,280	43,120	47,120
9	41,350	42,450	44,870	45,710	49,710
10	44,050	45,150	47,570	48,410	52,410
11	47,550	48,650	51,070	51,910	55,910
12	51,050	52,150	54,570	55,410	59,410
12A	54,550	55,650	58,070	58,910	62,910
13	58,050	59,150	61,570	62,410	66,410
14	61,550	62,650	65,070	65,910	69,910
15	65,050	66,150	68,570	69,410	73,410

No employee shall be placed on Step 12A

Certificated staff employed in Boonton up to and including 9/1/83 shall be entitled to longevity based on years of teaching experience. Certified staff employed after 9/1/83 shall be entitled to longevity experience in Boonton.

During:

5 th -10 th years	\$200
11 th -15 th years	\$300
16 th -20 th years	\$600
21 st + years	\$1,750

**SCHEDULE A-3
Professional Staff
Salary Guide 2005-2006**

Step	BA	BA+15	MA	MA+15	MA+30
1-2	35,890	36,990	39,410	40,250	44,250
3-4	36,390	37,490	39,910	40,750	44,750
5	36,890	37,990	40,410	41,250	45,250
6	37,790	38,890	41,310	42,150	46,150
7	38,790	39,890	42,310	43,150	47,150
8	39,985	41,085	43,505	44,345	48,345
9	42,670	43,770	46,190	47,030	51,030
10	45,355	46,455	48,875	49,715	53,715
11	48,825	49,925	52,345	53,185	57,185
12	52,310	53,410	55,830	56,670	60,670
13	55,795	56,895	59,315	60,155	64,155
13A	59,280	60,380	62,800	63,640	67,640
14	62,765	63,865	66,285	67,125	71,125
15	66,250	67,350	69,770	70,610	74,610

No employee shall be placed on Step 13A

Certificated staff employed in Boonton up to and including 9/1/83 shall be entitled to longevity based on years of teaching experience. Certified staff employed after 9/1/83 shall be entitled to longevity experience in Boonton.

During:

5 th -10 th years	\$200
11 th -15 th years	\$300
16 th -20 th years	\$600
21 st + years	\$1,750

**SCHEDULE B-1
Custodial/Maintenance
Salary Guide 2003-2004**

Step	Custodian	Foreman	Maintenance
1	23,670	29,660	30,560
2	23,970	30,160	31,060
3	24,470	30,660	31,560
4	24,970	31,160	32,060
5	25,470	31,660	32,560
6	26,010	32,250	33,150
7	26,650	32,890	33,790
8	27,280	33,520	34,420
9	28,510	34,350	35,250
10	29,400	35,190	36,090
11	30,730	37,220	38,420
12	33,330	40,220	41,720
13	36,040	43,349	44,584
14	39,678	46,507	47,476

Longevity based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$1,035

**SCHEDULE B-2
Custodial/Maintenance
Salary Guide 2004-2005**

Step	Custodian	Foreman	Maintenance
1	24,770	30,760	31,660
2	25,070	31,260	32,160
3	25,570	31,760	32,660
4	26,070	32,260	33,160
5	26,570	32,760	33,660
6	27,110	33,350	34,250
7	27,710	33,990	34,890
8	28,340	34,420	35,520
9	29,570	35,250	36,250
10	31,860	36,090	37,090
11	34,490	37,620	38,920
12	37,490	40,620	42,070
13	37,810	44,100	45,090
14	41,040	47,680	48,600

Longevity based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$1,035

**SCHEDULE B-3
Custodial/Maintenance
Salary Guide 2005-2006**

Step	Custodian	Foreman	Maintenance
1	25,770	31,760	33,660
2	26,070	32,260	34,160
3	26,570	32,760	34,660
4	27,070	33,260	35,160
5	27,570	33,760	35,660
6	28,110	34,350	36,250
7	28,710	34,990	36,890
8	29,340	35,620	37,520
9	30,570	36,450	38,250
10	32,860	37,290	39,090
11	35,485	38,820	40,620
12	38,485	41,820	43,720
13	39,010	45,295	46,734
14	42,235	48,880	50,048

Longevity based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$1,035

**SCHEDULE C-1
Secretarial/Bookkeeper
Salary Guide 2003-2004**

Step	Secretary	Head
1	25,625	28,525
2	25,925	28,825
3	26,375	29,325
4	26,825	29,825
5	27,275	30,325
6	27,905	31,030
7	28,805	32,025
8	29,705	33,025
9	30,405	34,025
10	31,305	34,725
11	33,305	37,340

The head secretary at the high school and the head bookkeeper shall receive an additional stipend of \$597.

Any employee on the off guide step remains there. No one moves to the off guide step.

Longevity based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$1,035

**SCHEDULE C-2
Secretarial/Bookkeeper
Salary Guide 2004-2005**

Step	Secretary	Head
1-2	26,265	29,515
3	26,715	30,015
4	27,165	30,515
5	27,615	31,015
6	28,245	31,715
7	29,145	32,605
8	30,045	33,605
9	30,745	34,605
10	31,985	35,405
11	32,885	36,205
12	34,985	37,520
OG		38,920

The head secretary at the high school and the head bookkeeper shall receive an additional stipend of \$597.

Any employee on the off guide step remains there. No one moves to the off guide step.

Longevity based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$1,035

**SCHEDULE C-3
Secretarial/Bookkeeper
Salary Guide 2005-2006**

Step	Secretary	Head
1	27210	30200
2-3	27810	30800
4	28410	31400
5	29010	32000
6	29610	32600
7	30210	33200
8	30810	34300
9	31410	34900
10	32010	35500
11	33680	36100
12	34580	38005
OG		40623

The head secretary at the high school and the head bookkeeper shall receive an additional stipend of \$597

Any employee on the off guide step remains there. No one moves to the off guide step.

Longevity based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$1,035

SCHEDULE D-1, D-2, D-3 Bus Driver Salary Guides

2003-2004

	Under 18 Passenger	Over 18 Passenger
E	16.31	21.49
D	16.73	21.90
C	17.15	22.32
B	17.56	22.74
A	17.98	23.15

2004-2005

	Under 18 Passenger	Over 18 Passenger
E	17.09	22.51
D	17.52	22.94
C	17.96	23.38
B	18.40	23.82
A	18.84	24.25

2005-2006

	Under 18 Passenger	Over 18 Passenger
E	17.93	23.62
D	18.39	24.08
C	18.85	24.54
B	19.31	25.00
A	19.77	25.46

Longevity, based on years of service in the Boonton Public Schools, as follows, during:

5 th -10 th years	\$150
11 th -15 th years	\$400
16 th -20 th years	\$500
21 st + years	\$800

The senior bus driver on September 1, 1998, (M.E.) shall be paid the 18+ passenger bus rate for all assignments until retirement.

SCHEDULE E-1, E-2, E-3

Salary Guides

TEACHERS ASSISTANTS

2003-2004	2004-2005	2005-2006
Hourly Rate	Hourly Rate	Hourly Rate
14.62	15.46	16.25
14.87	15.66	16.45
15.12	15.86	16.65
15.37	16.06	16.85

Longevity, based on years of service in the Boonton Public Schools, as follows, during:

5 th – 10 th years	\$150
11 th – 15 th years	\$400
16 th – 20 th years	\$500
21 st + years	\$800

**SCHEDULE F-1
Coaching Salary Guide
2003-2004**

Boonton High School	STEP			
	1	2	3	4
Baseball-Asst (2)	2,790	3,201	3,609	4,389
Baseball-Head	4,036	4,676	5,226	6,387
Basketball-Asst Boys (2)	2,986	3,465	3,894	4,623
Basketball-Asst Girls	2,986	3,465	3,894	4,623
Basketball-Head Boys	4,481	5,087	5,573	7,068
Basketball-Head Girls	4,481	5,087	5,573	7,068
Cross Country-Head (B&G)	2,738	3,106	3,393	4,267
Field Hockey-Asst (2)	2,783	3,194	3,600	4,377
Field Hockey-Head	4,065	4,707	5,263	6,433
Football-Asst (4)	3,213	3,690	4,036	5,202
Football-Head	4,812	5,503	6,031	7,649
Golf-Head	2,733	3,100	3,385	4,259
Gymnastics-Asst	2,783	3,194	3,600	4,377
Gymnastics-Head	3,992	4,623	5,167	6,315
Lacrosse-Asst (2)	2,918	3,373	3,795	4,566
Lacrosse-Head	4,253	4,865	5,328	6,827
Soccer-Asst	2,783	3,194	3,600	4,377
Soccer-Head Boy's	4,036	4,676	5,226	6,387
Softball -Head	4,036	4,676	5,226	6,387
Softball-Asst	2,790	3,201	3,609	4,389
Swimming	2,738	3,106	3,393	4,267
Tennis-Head Boys	2,733	3,100	3,385	4,259
Tennis-Head Girls	2,733	3,100	3,385	4,259
Track-Asst (2)	2,783	3,194	3,600	4,377
Track-Head (B&G)	4,036	4,676	5,226	6,387
Wrestling-Asst	2,918	3,373	3,795	4,566
Wrestling-Head	4,332	4,954	5,426	6,829
Football Video	574			

**SCHEDULE F-2
Coaching Salary Guide
2004-2005**

Boonton High School	STEP			
	1	2	3	4
Baseball-Asst (2)	2,923	3,353	3,780	4,597
Baseball-Head	4,228	4,898	5,475	6,691
Basketball-Asst Boys (2)	3,128	3,629	4,078	4,842
Basketball-Asst Girls	3,128	3,629	4,078	4,842
Basketball-Head Boys	4,694	5,328	5,837	7,404
Basketball-Head Girls	4,694	5,328	5,837	7,404
Cross Country-Head (B&G)	2,868	3,254	3,554	4,470
Field Hockey-Asst (2)	2,915	3,345	3,771	4,585
Field Hockey-Head	4,258	4,931	5,513	6,739
Football-Asst (4)	3,366	3,865	4,228	5,450
Football-Head	5,041	5,764	6,317	8,013
Golf-Head	2,862	3,247	3,545	4,461
Gymnastics-Asst	2,915	3,345	3,771	4,585
Gymnastics-Head	4,181	4,842	5,412	6,615
Lacrosse-Asst (2)	3,057	3,533	3,976	4,783
Lacrosse-Head	4,455	5,096	5,581	7,152
Soccer-Asst	2,915	3,345	3,771	4,585
Soccer-Head Boy's	4,228	4,898	5,475	6,691
Softball -Head	4,228	4,898	5,475	6,691
Softball-Asst	2,923	3,353	3,780	4,597
Swimming	2,868	3,254	3,554	4,470
Tennis-Head Boys	2,862	3,247	3,545	4,461
Tennis-Head Girls	2,862	3,247	3,545	4,461
Track-Asst (2)	2,915	3,345	3,771	4,585
Track-Head (B&G)	4,228	4,898	5,475	6,691
Wrestling-Asst	3,057	3,533	3,976	4,783
Wrestling-Head	4,537	5,190	5,683	7,153
Football Video	601			

**SCHEDULE F-3
Coaching Salary Guide
2005-2006**

Boonton High School	STEP			
	1	2	3	4
Baseball-Asst (2)	3,067	3,519	3,967	4,825
Baseball-Head	4,437	5,140	5,746	7,022
Basketball-Asst Boys (2)	3,283	3,809	4,280	5,082
Basketball-Asst Girls	3,283	3,809	4,280	5,082
Basketball-Head Boys	4,926	5,592	6,126	7,771
Basketball-Head Girls	4,926	5,592	6,126	7,771
Cross Country-Head (B&G)	3,010	3,415	3,730	4,691
Field Hockey-Asst (2)	3,059	3,511	3,958	4,812
Field Hockey-Head	4,468	5,175	5,786	7,072
Football-Asst (4)	3,533	4,057	4,437	5,719
Football-Head	5,291	6,050	6,630	8,409
Golf-Head	3,004	3,408	3,721	4,682
Gymnastics-Asst	3,059	3,511	3,958	4,812
Gymnastics-Head	4,388	5,082	5,680	6,943
Lacrosse-Asst (2)	3,208	3,708	4,173	5,020
Lacrosse-Head	4,676	5,348	5,857	7,506
Soccer-Asst	3,059	3,511	3,958	4,812
Soccer-Head Boy's	4,437	5,140	5,746	7,022
Softball -Head	4,437	5,140	5,746	7,022
Softball-Asst	3,067	3,519	3,967	4,825
Swimming	3,010	3,415	3,730	4,691
Tennis-Head Boys	3,004	3,408	3,721	4,682
Tennis-Head Girls	3,004	3,408	3,721	4,682
Track-Asst (2)	3,059	3,511	3,958	4,812
Track-Head (B&G)	4,437	5,140	5,746	7,022
Wrestling-Asst	3,208	3,708	4,173	5,020
Wrestling-Head	4,762	5,446	5,965	7,507
Football Video	631			

**SCHEDULE G
Supplemental Salary Guide
2004-2006**

Boonton High School

Position	2003-2004	2004-2005	2005-2006
Band Director	6,430	6,736	7,069
Band Front Asst Aide	1,048	1,098	1,152
Band Front Asst Aide	975	1,022	1,072
BHS AVA Coordinator	980	1,027	1,078
BHS Chorus	433	453	476
BHS SRA Coordinator	2,926	3,065	3,216
BHS SRA Financial Coordinator	1,523	1,595	1,674
Broadcasting	1,335	1,398	1,468
Cheerleading-Var Boys BB	1,158	2,213	2,323
Cheerleading-Var Football	1,158	2,213	2,323
Clubs (4)	-	250	262
Department Coordinator (5)	5,471	5,730	6,014
Drama Chorus	652	1,200	1,259
Drama Director	2,529	2,649	2,781
Drama Music Director	699	1,200	1,259
Drama Producer	516	1,000	1,050
Expressions	485	508	533
Freshman Class 2007	928	972	1,020
GSA Director (2)	2,091	2,191	2,299
Jazz Band	1,085	1,136	1,192
Junior Class 2005	1,335	1,398	1,468
National Honor Society	-	250	262
Senior Class 2004	1,335	1,398	1,468
Sophomore Class 2006	928	972	1,020
Transportation Supv	2,112	2,212	2,322
Wampus	871	912	957
Yearbook	2,123	2,223	2,333

**SCHEDULE H
Supplemental Salary Guide
2004-2006**

Boonton Middle School

Position	2003-2004	2004-2005	2005-2006
7th Grade	501	524	550
8th Grade	501	524	550
AVA Coordinator	621	650	682
Band	339	355	373
Chorus	339	355	373
Music Director	694	727	763
Newspaper	965	1,011	1,061
Yearbook (2 positions)	960	1,006	1,056

**SCHEDULE I
Coaching Salary Guide
2004-2006**

Boonton Middle School

Position	2003-2004	2004-2005	2005-2006
Baseball	2,793	2,926	3,071
Basketball-Boys	3,197	3,349	3,514
Basketball-Girls	3,197	3,349	3,514
Cheerleading-BB	1,694	1,774	1,862
Field Hockey	2,738	2,868	3,010
Cross Country	2,738	2,868	3,010
Soccer	2,793	2,926	3,071
Softball	2,793	2,926	3,071

**SCHEDULE J
Supplemental Salary Guide
2004-2006**

School Street School

Position	2003-2004	2004-2005	2005-2006
AVA Coordinator	684	717	750
SSS Inclement Weather	2,123	2,223	2,333

John Hill School

Position	2003-2004	2004-2005	2005-2006
AVA Coordinator	684	717	750
Chorus	339	355	373
Band	339	355	373
JHS Inclement Weather		2,223	2,333
Newspaper		400	420
Yearbook		400	420
Student Council		400	420

