

AGREEMENT

between the

BEDMINSTER TOWNSHIP BOARD OF EDUCATION

SOMERSET COUNTY, NEW JERSEY

and the

BEDMINSTER EDUCATION ASSOCIATION

July 1, 2019 - June 30, 2023

## Table of Contents

Article I.	Recognition	3
Article II.	Negotiations Procedure	4
Article III.	Grievances	5
Article IV.	Salaries	8
Article V.	Sick Days for all Employees	13
Article VI.	Temporary Leaves of Absence	14
Article VII.	Extended Leaves of Absence	16
Article VIII.	Sabbatical Leaves	17
Article IX.	Work Year and Work Day	19
Article X.	Insurance Protection	21
Article XI.	Deduction from Salary	23
Article XII.	Retirement	24
Article XIII.	Part-Time Employees	25
Article XIV.	Management Rights	27
Article XV.	Miscellaneous Provisions	28
Article XVI.	Employee Rights	29
Article XVII.	Association Rights and Privileges	30
Article XVIII.	Representation Fees	32
Article XIX.	Instructional Aides and Support Staff	33
Article XX.	Duration of the Agreement	45
	Addendum	46
	Schedule A - Salary Teaching Staff 2019-2020	47
	Schedule B - Salary Teaching Staff 2020-2021	48
	Schedule C - Salary Teaching Staff 2021-2022	49
	Schedule D - Salary Teaching Staff 2022-2023	50
	Schedule E - Extra Curricular Activities	51
	Schedule F - Instructional Aides	55
	Schedule G- Support Staff	56

## ARTICLE I

### **RECOGNITION**

- A. The Board hereby recognizes the Bedminster Education Association as the exclusive and sole representative for collective negotiations for all certificated professional personnel under contract including:

#### **Certificated Personnel**

Classroom Teachers  
Special Subject Teachers  
Special Education Teachers  
Librarian  
School Social Worker  
Psychologist  
School Nurse  
Guidance Counselor(s)  
Learning Disabilities Teacher Consultant (LDTC)  
Speech Language Therapist

#### **Non-Certificated Personnel**

Instructional Aides  
Technology Assistant/Support\*  
Transportation Coordinator/Receptionist\*  
\*Referred Collectively as Support Staff

but excluding:

Superintendent  
Board Secretary and Board Administrative Assistants  
Principal  
Principal's Secretary  
Payroll/Human Resource Specialist  
Accounts Payable/Purchasing Specialist/Assistant Board Secretary  
Asst. Principal/Supervisor  
Director of Student Services  
Curriculum Technology Specialist  
Operations Manager  
Custodial and Maintenance Staff  
Substitute Teachers  
Teacher Interns

The term employee, as set forth hereafter, shall refer to all certificated personnel who are members of the bargaining unit. Where a personal pronoun is used in this agreement, it is understood to include both genders. Terms and conditions of employment for instructional aides and support staff are set forth in Article XIX.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach Agreement. Such professional negotiations shall comply with the calendar dates prescribed by the Public Employee Relations Commission (PERC).
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. It is recognized, however, that the representatives do not have the power of ratification.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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 executed this Agreement.
- D. 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.
- E. The Board of Education retains all rights which it has not specifically conceded by the Agreement it has reached with the Bedminster Education Association.

## **ARTICLE III**

### **GRIEVANCES**

- A. The Board and members of the staff who are the Board's contractual employees, shall follow specific procedures for resolving disagreements that may arise, recognizing the limiting factors of public employment.
- B. A "grievance" is a claim by an employee, or the Association, based upon the interpretation, application, or violation of this Agreement affecting an employee, or a group of employees, employed by the Bedminster Board of Education.
- C. Procedure for Processing Grievances
  - 1. Any individual employee(s) under contract to the Bedminster Township Board of Education shall have the right to appeal the application of policies and administrative decisions affecting him (them) through recognized channels. In presenting his (their) grievances the employee(s) shall be assured freedom from prejudicial action in presenting an appeal. He (they) shall have the right to present his (their) own appeal or to designate representatives of his (their) own choosing to appear with him (them) at any step of the appeal.
  - 2. Appeal Procedure
    - a. The employee(s) with a grievance shall discuss it first with the Superintendent.
    - b. If, as a result of these discussions, the matter is not resolved, said employee(s) shall set forth his complaint in writing, fully outlining the grounds upon which the grievance is based, to the Superintendent. The Superintendent, or, in his absence, someone designated by him, shall communicate his decision in writing to the employee within ten (10) days of the receipt of the complaint.
    - c. If the grievance is not settled after decision by the Superintendent, the matter may be referred to the Professional Committee of the Bedminster Education Association for evaluation or the employee may appeal directly to the Board of Education.
    - d. If the Professional Committee of the Bedminster Education Association determines the grievance is without merit, it will so advise the employee, and said employee shall have the right to appeal directly to the Board of Education. Such appeals must be in writing stating the full grounds upon which the grievance is based, including specific reference to the portion of the Agreement that is in question. If the grievance has merit, it may be heard at a Grievance Intervention Meeting, upon mutual agreement of the BEA and the Board of Education. If a Grievance Intervention Meeting is not held, then the process continues as per Article III C. 2 f.
    - e. Grievance Intervention Meeting consisting of the BEA Grievance Committee (2

members), 2 Board members, Grievant, and Superintendent. The participants of this meeting will make a recommendation based on a consensus within 15 days. The recommendation is then sent to the entire Board and the Association for approval. In the case of lack of agreement or approval by the Board of Education and BEA, the issue reverts back to the grievance process. It is understood that this meeting is confidential and that any formal minutes must be agreed upon by both parties.

- f. The Board, or at its discretion, a committee of the Board, will hear the appeal and the Board will render its written decision within forty (40) days of its receipt of the appeal.
- g. Consultants may be called in by either party to the grievance at any time during the procedure to assist in clarifying the issues.
- h. To protect the best interest of the children of the Township and the school system, grievances should be, insofar as possible, resolved privately.

### 3. Appeal Procedure

- a. If the decision of the Board or its committee does not resolve the grievance and the employee wishes review by an arbitrator he shall so notify the Board through the Superintendent within fifteen (15) days of receipt of the Board's decision. Such request for arbitration will not be honored unless the grievant has obtained the consent of the Association and such consent bears the Agreement by the Association to pay its share of the cost of arbitration as hereinafter set forth.
- b. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement. The arbitrator shall have no authority to rule on grievance which concern the interpretation, application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.
- c. The arbitrator will be appointed in accordance with the rules of the Public Employment Relations Commission (PERC).
- d. Decision by Arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory. Only the Board and the aggrieved party and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) school days of the completion of the arbitrator's hearings.
- e. Costs of Arbitration. Each party will bear the total cost incurred by themselves.

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be borne equally.

#### 4. Decisions

- a. The Board, having reached a judgment, will make its decision a part of the minutes and notify the appellant.
- b. If the employee fails to meet the timelines of Section 5 for the initiation or appeal of the grievance the matter shall be considered closed by both parties.

#### 5. Grievance Timeline

<u>Event</u>	<u>Elapsed Time</u>
Initiation (written)	Within 30 business <sup>1</sup> days of event occurrence. The Superintendent has 10 school days to respond.
Appeal to Board of Education	Within 30 business days of receipt of written decision of Superintendent.
Written decision by Board	Within 40 business days of appeal by the Board of Education.
Request for arbitrator review notification in writing	Within 10 business days of Board of Education decision, written notification of intent to request arbitration.
Request for PERC roster	Within 3 business days of review notification.
Discussion between aggrieved party and/or his representative, of arbitrators' recommendations if requested by Board of Education.	Within 30 business days receipt of written request from Board of Education.

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<sup>1</sup> Business days are defined as days on which central administrative offices are open.

## **ARTICLE IV**

### **SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedules A, B, C, and D which are attached hereto and made a part hereof.

Salary guide columns BA+30, MA+15, and MA+45 shall be deleted effective June 30, 2015. Employees hired on or after January 1, 2013 shall not be eligible to attain salary guide columns BA+30, MA+15, and MA+45. Employees who attain BA+30, MA+15, and MA+45 as of June 30, 2015 shall remain there.

- B. Salaries shall be paid semi-monthly on the 15th and 30th, each salary payment being paid in arrears.

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

The employees may choose between 10 month or 12 month pay periods. The Board must be advised of the employee's choice by June 1 of the previous school year.

- C. There will be a step freeze between years 2014-2015 and 2015-2016.

#### **Administration of Salaries – Employees**

- A. Full adjustment shall be made for any degree upon proof of fulfillment of requirements for such degree before September 1 of any school year. Only personnel actually holding degrees will be eligible for placement on the appropriate degree scales.

Personnel earning extra credits will remain on scale for degree actually held. Employees eligible for equivalency consideration under the State Minimum Salary Law shall receive the salary determined as above or at the State Minimum.

Full adjustment will be made for Employees who have earned 15 credits beyond the bachelor's degree, 30 credits beyond the bachelor's degree, 15 credits beyond the master's degree, 30 credits beyond the masters' degree, and 45 credits beyond the masters' degree upon submission of official college transcripts before September 1 of any school year, subject to the provisions of paragraph A. under "SALARIES".

Adjustments on the salary guide shall be made for the February payroll upon completion of a master's degree or doctorate degree, which is completed by December 31st, provided the Business Administrator is so notified by the end of the 1<sup>st</sup> school day of January.

- B. Yearly salary increments are awarded as evidence of professional competence. Before promotion to a higher step on the salary scale, each employee's record will be thoroughly reviewed in regard to professional qualifications. It is the desire of the Bedminster Township



Board of Education to attract and hold only the employees well qualified in the performance of their duties, able to work constructively with fellow employees, parents and the community, interested in opportunities for self-improvement and proud of their profession. The Board reserves the right to withhold an increment.

- C. Salary credit will not be given for any course for which the attendance requirements or other requirements are substantially less rigorous than those prevailing in standard university and college academic programs.
- D. Any employee desiring to improve his professional standing by taking courses approved by the Superintendent and the Board of Education will be compensated, upon successful completion of such course with at least a "B" average, at the course cost as found at The State University. In cases of a Pass/Fail course, he will secure a letter from the instructor that the work completed was equivalent to a "B". If texts are not available in the school library they will be purchased by the Board. They remain the property of the Board and will be placed in the Library by the employees upon completion of the course. Under no circumstances will payment be made for books and laboratory fees which in total are in excess of 33% of the tuition for a course. Any course other than a course taken to satisfy degree requirements must be adjudged by the Superintendent and the Board of Education as beneficial in increasing the employee's individual competence in his current or projected teaching assignment in the Bedminster Township School System. The cost of supplies, transportation, registration fees, transcripts, graduation fees are not reimbursable by the Board. The maximum number of credit hours per fiscal year is twelve (12), subject to an annual cap for contract year 2019-2020 \$30,000, for contract year 2020-2021 \$30,000, for contract year 2021-2022 \$30,000, and for contract year 2022-2023 \$30,000.

There will be no salary credit reimbursement for the courses taken; however, any member of the staff who is receiving course reimbursement under previous contractual arrangements will continue to have that reimbursement. To be eligible for assistance under this plan an employee must:

- 1. Have requested and received prior to commencing a course, the Superintendents and the Board of Education's approval for the course. Salary credit will not be given for any course for which the attendance requirements or other requirements are substantially less rigorous than those prevailing in standard university and college academic programs. No employees will be given credit for guide movement, at any level, for any on-line or distance learning courses in excess of 6 cumulative earned credit hours, unless earned at a NJ college or University.
- 2. Application for a course shall be made in writing to the Superintendent no less than one week before the next regular Board of Education meeting. No reimbursement will be made for course work not receiving approval prior to its being undertaken. If the approved course is closed or cancelled and there is no scheduled Board meeting prior to the first course meeting of the semester, the Superintendent shall have the right to approve an alternate course.

E. Any employee with the exception of employees who are not renewed or reduced-in-force, who receives tuition reimbursement agrees to remain an employee for three years following the last date the tuition reimbursement is paid to the employee with the following conditions for repayment:

1. If the employee fails to remain an employee for a period of one year from the date the tuition reimbursement is paid, the employee agrees to immediately repay 100% the money received as tuition reimbursement.
2. If the employee fails to remain an employee for a period of two years from the last date the tuition reimbursement is paid, the employee agrees to immediately repay sixty-six and two thirds percent (66.67%) of the money received as tuition reimbursement.
3. If the employee fails to remain an employee for a period of three years from the last date the tuition reimbursement is paid, the employee agrees to immediately repay thirty-three and one third percent (33.33%) of the money received as tuition reimbursement.
4. If the employee remains an employee for a period in excess of three year from the last date the tuition reimbursement is paid, the employee shall have no obligation to repay tuition reimbursement.

F. The cost of any graduate or undergraduate course that an employee is required to take by the Board shall be fully reimbursed by the Board.

G. Continuing Education

1. One in-service day shall be used annually for meeting state continuing education requirements, with an annual in-service cost cap of \$2,500 (two thousand five hundred dollars). A minimum of five (5) hours of credit shall be granted for each such in-service day for all current employees until June 30, 2019.

Full adjustment on the salary guide shall be made for all professional development hours earned in compliance with the NJ Continuing Education Plan as follows: Each five (5) hours of in-district in-service training shall count as 1/2 (one-half) credit toward horizontal movement on the guide. Employees whose first day of employment is on or after January 1, 2013, shall not be eligible to utilize in-service credit for salary guide movement.

2. Any certificated professional personnel as defined by Article I - Recognition of the collective bargaining agreement who has earned National Board Certification, from the National Board for Professional Teaching Standards and who retains the same while in the employ of the Bedminster Board of Education, shall receive \$1,500 annually, and added to their salary base. All certificated professional personnel who earn their National Board Certification from the National Board for Professional Teaching Standards will

submit proof of certification to the Superintendent prior to December 15th of the school year to receive prorated payment beginning the following February 1, or prior to May 15 to receive prorated payment beginning the following September 1. All certificated professional personnel new to the district with a National Board Certification from the National Board for Professional Teaching Standards will receive a prorated adjustment to the salary, commencing on February 1 or September 1, whichever comes 1<sup>st</sup>, following their employment by the Bedminster Board of Education.

#### H. Tuition Payment Methodology

All classes/courses will be processed as they have been in the past with the exception of an additional notation (see below) on the same form submitted for approval.

No tuition reimbursement for any courses taken throughout the fiscal year will be provided until the end of the fiscal year (June 30). Reimbursement requests must be submitted by May 15 or no reimbursement will be made. Reimbursements for courses that are still underway as of May 15th will be held pending submission of final grades/transcript showing acceptable completion. The formula will not be retroactively adjusted for dropped courses or unacceptable grades that are reported subsequent to the close of the fiscal year. At the close of the fiscal year (June 30) reimbursement checks will be distributed as soon as reasonably possible (approximately two weeks from the close of the books).

Reimbursements will be calculated as follows:

If the total tuition expense for the year is less than or equal to \$30,000, then the total amount requested for tuition costs will be reimbursed.

If the total tuition expense for the year exceeds \$30,000 then the employee will not be reimbursed for the total costs incurred for the class. Instead, the following formula will be applied:

$$\text{Amount of Reimbursement} = \frac{(\$30,000 \times 100\%)}{(\text{Total District Tuition})} \times \text{Individual Tuition Reimbursement Request}$$

The parties agree that, if either party so requests, they will meet to review and discuss alternatives before the start of the next fiscal cycle.

\$30,000	2019-2020
\$30,000	2020-2021
\$30,000	2021-2022
\$30,000	2022-2023

#### I. Senior Service Guide shall be as follows:

An additional increment of \$675 above the present salary for any employee who shall have a total of 10 years teaching experience in this district.

1. An additional increment of \$1350 above the present salary for any employee who shall have a total of 15 years teaching experience in this district.
2. An additional increment of \$2025 above the present salary for any employee who shall have a total of 20 years teaching experience in this district.
3. An additional increment of \$2700 above the present salary for any employee who shall have a total of 25 years teaching experience in this district.
4. An additional increment of \$3000 above the present salary for any employee who shall have a total of 30 years teaching experience in this district.

Maximum yearly senior service increment is: \$3000

This payment is to be exclusive of monies earned as academic credits or degrees, or for administrative effort. In event of guide change, this section will be separately reviewed.

The 10 years of experience in the district for the first increment are to be interpreted as the 10 consecutive years immediately preceding the year of eligibility.

Effective January 1, 2013, all employees hired on or after January 1, 2013, shall not be eligible for a senior service increment (longevity).

## **ARTICLE V**

### **SICK DAYS - ALL EMPLOYEES**

- A. Upon application to the Board of Education, supplemental sick leave may be granted on a case-by-case basis.
- B. Employees beginning employment after the school year has begun will be credited with allowable sick days at the rate of one (1) day for each month, or part thereof, remaining in the school year at the time their full-time employment begins.

#### **Employees**

- A. All ten month employees employed on the first day of school shall be entitled to ten (10) sick days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall be accumulated without limit.

## ARTICLE VI

### TEMPORARY LEAVES OF ABSENCE

- A. The Superintendent shall be notified of all temporary leaves of absence no less than two working days in advance. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave (except during those days which immediately precede the beginning or immediately follow the close of the school year or of any school vacation or holiday) other than that he is taking it under this Section.
  2. In each school year, within the term of this Agreement, any personal leave day which an employee is entitled under paragraph 1 above that is not used will be converted to a sick day at the end of the school year and added to his accumulated sick days.
  3. Up to two (2) days, upon approval of the Superintendent, for visiting other schools or attending meetings or conference of any educational nature.
  4. One (1) day for one (1) representative of the Association to attend conferences and conventions of state and national affiliated organizations.
  5. Time necessary for appearances in any legal proceeding connected with the school system.
  6. An employee who is absent from school duties for jury duty for any court of New Jersey, any court of any other state, or any federal court, will receive their usual compensation from the school district for each day the employee is present for jury duty. In the event there is any jury compensation, excluding mileage and lodging, paid to the employee for their time on jury duty, the employee will be entitled to keep the jury duty compensation paid to him/her in addition to the school district paid usual compensation.
  7. In the event of death;
    - Up to 10 days, as needed for each occasion, of a spouse or child, or, subject to the Superintendent's approval, a member of the employee's immediate household, within one year of the death.
    - Up to 5 days of a primary parent or stepchild. These days need not be consecutive.
    - Up to 3 consecutive days of a stepparent, stepbrother, stepsister, son-in-law, daughter-in-law, mother-in-law, father-in-law, half-brother, half-sister, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild.

- Up to 1 day off - an aunt, uncle, niece, and nephew.
  - Up to 1 day without pay or 1 sick day in the event of death of an employee's friend or relative not listed above.
8. A maximum of three (3) days in each year for serious family illness. A physician's certificate of serious illness is required.
- A maximum of two days in each year for family illness.
  - Relatives in both serious family illness and family illness shall be defined as an employee's spouse, parent, step-parent, child, step-child, brother, sister, mother-in-law, father-in law, grandparent, grandchild, brother-in-law, sister-in-law; or any other member of the immediate household.
  - These days need not be consecutive.
9. Other leaves of absence with pay may be granted by the Board for good reason.
10. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

## ARTICLE VII

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years may be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such program, or accepts a Fullbright Scholarship.
- B. A tenured employee may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. An employee shall notify in writing the Superintendent of impending parenthood as soon as it is confirmed. Accompanying this notification shall be physician's certificate of pregnancy, in accordance with law. The Board reserves the right to place on maternity leave an employee whose performance declines or becomes, in the opinion of the school physician, physically incapacitated.

An employee may request a childrearing leave without pay with benefits in accordance with the federal and state Family Leave Acts. An employee may request additional childrearing leave without pay and without benefits. All childrearing leaves granted under this provision shall terminate at the end of the current school year, at the option of the employee requesting such leave, except that leave for non-tenure employees will not extend beyond the period of the employee's contract. The word "childrearing" shall include leave due to adoption. Notification in writing sixty (60) days in advance of first day of leave is required as well as legal evidence of adoption.

- D. The Board may grant a leave of absence without pay to any employee to campaign for a candidate for a public office other than himself.
- E. Other leaves of absence without pay may be granted by the Board for good reason.
- F. All determination in connection with leaves of absences shall be made by the Board of Education.
- G. For leaves of absence of less than one school year, an employee may advance a full salary guide step if the employee works more than one day more than half of their employment year within one school year. For leaves of more than one school year, the Board will evaluate the leave in terms of its contribution to the employee's professional competence, unless already defined by law, such as for military service, and make a decision on the employee's Salary Guide advancement based on the evaluation.



## ARTICLE VIII

### SABBATICAL LEAVES

- A. A sabbatical leave, upon approval of the Board, may be granted to a full-time teacher for study, for travel, or for other reasons of value to the school system, subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) teacher at any one time.
  2. Requests for sabbatical leave must be received by the Superintendent in writing no later than March 1, and action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.
  3. After ten years of experience within the district, a sabbatical leave of absence for one year may be taken at one-half of the salary of the applicant for the purpose of further study or travel covering at least 8 months of the year. If the sabbatical is for the purpose of completing study for an advanced degree, the period of experience within the district will be seven years instead of ten. Requests for leave and projected plans will be submitted for approval to the Superintendent before March 1 of the school year preceding the year of the requested leave. Documentary proof of how this time was used must be placed in the hands of the Superintendent one month before the beginning of the next school year.
  4. A teacher on sabbatical Leave shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty.
  5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
  6. During the course of the Sabbatical Leave, quarterly reports will be submitted to the Superintendent on the progress of the leave. A final report will be submitted prior to the beginning of the school year in which the teacher returns (to school).
  7. The cost of study or travel is to be borne by the teacher.
  8. Completion of a sabbatical leave within the district shall impose an obligation upon the teacher to renew his contract, unless otherwise terminated by the Board of Education, for two academic years. This shall not apply in the event of the teacher's physical disability, or if otherwise waived by the Board of Education. In any other instance, if the teacher wishes to terminate his employment, he shall repay the Board of Education the uncompleted percentage of the two years times the salary he received during the sabbatical leave.

9. Application shall be made upon a form prescribed by the Superintendent and shall clearly state the nature, purpose, professional benefits, and benefits to the school district of the proposed activity for which the sabbatical leave is requested.

In recommending the sabbatical leave of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service within the Bedminster School District.

The granting of sabbatical leave shall be at the discretion of the Board based upon the recommendation of the Superintendent.

The principle criterion for judging any request for sabbatical leave is whether or not in the sole judgment of the Board, it will contribute to the improvement of the district's teaching service.

10. In the event that the program of study or travel being pursued by the teacher on sabbatical leave should be interrupted by serious accident or illness to the teacher, such an interruption shall not constitute a breach of conditions of such leave nor prejudice the teacher in receiving all rights and privileges provided for under the terms of the sabbatical leave provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence and is subsequently furnished with satisfactory evidence thereof.
11. If the Superintendent shall become convinced that a teacher on sabbatical leave is not fulfilling the purpose of such leave of absence, he shall immediately report this fact to the Board. The Board may terminate the leave of absence as of the date of its abuse, after giving the teacher an opportunity to be heard.

## **ARTICLE IX**

### **WORK YEAR AND WORK DAY**

#### **Employee**

- A. Employee work days for the school years 2019-2023 184 employee days.

Student days for the school years 2019-2023 181 days.

- B. On days that are designated by the administration for parent teacher conferences, the student school day will be a shortened session. A shortened session is defined as four (4) hours and 40 minutes. The Superintendent shall retain the right to flex the start of the student day. There shall be one (1) morning and two (2) evenings in the fall for parent teacher conferences.

On days when evening conferences are scheduled, a delayed opening will be scheduled for teachers who have evening conferences. All employees recognized by this agreement, except Child Study Team Members (see next paragraph), will be required to attend one full evening conference session. If an employee does not have evening conferences scheduled on one of the two evenings conference days, that employee will be required to work the employee work day as defined by Article IX D, on the day that the employee does not have evening conferences.

Each Child Study Team Member will be present for one full evening conference session during the school year and each evening conference time will have a representative from the Child Study Team.

On the days of morning conferences all employees will report at the usual starting time. In the event parent teacher conferences fall during the week of the NJEA Convention, Wednesday will be reserved for morning conferences only.

The spring conferences shall be limited to one (1) morning and one (1) evening. The same employee attendance policy shall apply as noted in paragraph 2 of section B.

Evening conferences will precede morning conferences whenever feasible.

Each employee shall be required to attend one (1) of two (2) Back to School nights per year. There shall be a shortened session for students on both days of Back to School nights. On the day when an employee is not attending Back to School night, the employee will be required to work the employee work day as defined by Article IX D.

- C. On Fridays and school days preceding holidays, the employees' workday shall end upon the departure of the last student bus. The employees' workday shall be a shortened session on the school day immediately preceding the Thanksgiving, and winter school closings. The last 2 student days in June will be a shortened session for students. The second to the last day the

employees will be required to work the employee work day as defined by Article IX D.

- D. The 2019-2023 employee workday shall be 6 hours, 50 minutes.
- E. In 2019-2023 the pupil school day shall be 6 hours, 40 minutes.
- F. Full-time employees of departmentalized grades 5-8 shall not be required to teach more than a total of two (2) major subject areas (Full-time departmentalized: Reading/Language Arts, Science, Social Studies, Math, World Languages) per day.
- G. Notice of vacancies and promotional opportunities within the school district shall be posted on the bulletin board in the general office and in the faculty lounge. Employees interested in applying for any of these vacancies may indicate their interest in writing to the Superintendent within ten (10) days of posting.
- H. Summer employment opportunities shall be posted in the general office. Employees will be informed of vacancies and promotional opportunities, which may occur during the summer months, through a mailing by the administration.
- I. Employees shall be notified of subject, grade level, and room assignments for the forthcoming year no later than June 1 when feasible.
- J. Effective July 1, 2019, the Board has the option, in lieu of the current practice, to provide each employee at least five (5) preparation periods per week for at least 48 continuous minutes.  
  
There shall be guaranteed six (6) preparation periods for full-time employees only in full instructional weeks and one guaranteed preparation period guaranteed per full-time instructional day, assuming continuation of the present nine (9) period day.
- K. Employees having only six (6) preps per week who are required to provide coverage shall be compensated at the rate of \$35.00 (thirty-five dollars) per forty (40) minute period. No employee shall have less than six preps in a full week without compensation.
- L. All employees shall be entitled to a thirty (30) minute duty free lunch.
- M. Employees shall not be required to be in attendance before the beginning of, or remain after the end of the school day for more than two scheduled sixty (60) minute sessions per month. One of those meetings during the year may be up to seventy-five (75) minutes long for the purpose of a speaker's presentation. The last school Monday of every month shall be reserved for BEA meetings. Any time beyond this for which employees are required to stay will be compensated according to their individual hourly rate, based on their salary. Back-to-school night and parent-teacher conferences are excluded from this provision.

## ARTICLE X

### INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection, designated below. The Board shall pay the full premium for each employee employed twenty hours or more per week. Effective January 1, 2013, all employees hired must have twenty-five (25) hours or more per week for health benefits coverage. Current employees who have health benefits shall be exempt from this provision.
1. For each employee who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  2. The Board shall pay the premiums for a full family medical insurance plan which provides benefits that are at least equal to those currently provided under the July 1, 2008 New Jersey School Employees Health Benefits Plan. The plan offers employees the choice of a Preferred Provider Organization with one option - NJ DIRECT 15 and two Health Maintenance Organization plans - Aetna HMO and Cigna HealthCare. For purposes of this contract the base plan for all employees will be Direct15.
  3. The Board of Education agrees to assume the employee's dependents' medical coverage for the employees recognized by this contract.
  4. The Board shall provide administrative assistance to the employee(s) in the transitional process for continuance of health care insurance after retirement.
- B. All employees hired must have twenty-five (25) hours or more per week for benefit coverage. Current employees (as of January 1, 2020) who have dental benefits shall be exempt from this provision.
1. Premium will be paid by the Board of Education for the employee-only coverage. The dental benefit paid by the Board shall not exceed \$1000 (one thousand dollars) per employee annually.
  2. Employees may purchase dental coverage for spouse, domestic partner or eligible dependent children at a cost equal to the annual premium cost. Employees are responsible for 100% of this cost.
- C. The Board of Education will provide disability insurance coverage for all the employees employed 20 hours or more per week, after three (3) years and one (1) day of employment.
1. Coverage will be underwritten by Prudential Insurance Company.

2. Premium will be paid by the Board of Education for the employee coverage only.
- D. The Board of Education shall provide coverage for all employees employed 20 hours or more per week and their dependents for a prescription drug program which provides benefits that are at least equal to those currently provided under the July 1, 2008 New Jersey State Health Benefits Plan Prescription Drug Coverage for Local Education Employees. Effective January 1, 2013, all employees hired must have twenty-five (25) hours or more per week for benefit coverage. Current employees who have health benefits shall be exempt from this provision.
1. Premiums will be paid by the Board of Education for the employee and their dependents.
- E. If the carrier who underwrites the coverage as spelled out in paragraphs B and D is changed, the benefits offered by the new carrier shall be equal to or better than the existing benefits.
- F. For the 2015-2016 school year, there will be no change in employee benefit contributions. For the 2016-2017 school year, employees will contribution 19% of the total premium of the plan they choose. For 2017-2018 and 2018-2019 school years, employees will contribute 18% of the total premium of the plan they choose each year.

## **ARTICLE XI**

### **DEDUCTION FROM SALARY**

The Board of Education shall, in accordance with the law, or employee authorization, make deductions from an employee's paycheck and remit the amounts deducted to the agent designated by the employees.

Deductions will routinely be made as required for federal income tax and social security; New Jersey income tax, unemployment assistance, and emergency transportation tax; and by the New Jersey Division of Pensions.

Deductions may also be made, provided they have been duly authorized by the employee in writing.

The Board will permit the remittance of funds for annuities and mutual funds only to those insurers and custodial accounts authorized by law and expressly approved by this Board. The Board will consider the approval of only those insurers and custodial accounts to which five or more employees of this district subscribe. An employee who wishes to pay into a tax sheltered annuity or mutual fund offered by a firm not approved by this Board for payroll deductions must make his or her payment individually.

No Board employee shall withhold or pay to another or purchase or have assigned, other than by court order, any compensation for the services rendered by an employee of this district.

## **ARTICLE XII**

### **RETIREMENT**

An employee considering resignation for the purpose of retirement, with the exception of an emergency resignation, shall notify the Superintendent and Board Secretary at least (60) sixty days prior to their anticipated retirement, should the retirement take place during the school year, or sixty (60) days prior if the retirement is effective at the end of the school year. The intentions of the employee shall not be made public until the employee formally notifies the Board of Education of his effective date of retirement.

Upon retirement from the district, an employee shall receive one (1) day's pay for each accumulated sick day at the base pay for per diem substitute teachers. In the event of an employee's death, the unused accumulated sick day pay will go to his/her estate. Effective January 1, 2013, all employees hired on or after January 1, 2013, upon retirement from the district shall be capped at \$15,000 in reimbursement for unused accumulated sick leave.

### **TAX SHELTERED ANNUITIES**

Employees may request, and the Board shall make deductions from his/her pay for the purpose of tax sheltered annuities pursuant to the provisions of the requisite statute.

### **SUPPLEMENTAL RETIREMENT PLAN**

Employees may participate in a 403b governmental special pay plan.



## ARTICLE XIII

### PART-TIME EMPLOYEES

#### Part-time Employees

1. A part-time employee is defined as any employee whose regular employment is a fraction of full time employment. Part-time employment does not include compensation for any additional stipend or hourly work.
2. A part-time employee who is employed on a regular basis shall receive a proportional fraction of the salary step at which he/she is placed at the time of employment.
3. A part-time employee includes individuals who are employed on a regular basis but at a fraction of the regular workday/work week as defined in Article IX, Work Year and Work Day, D., or are employed to work a regular workday/work week but at a fraction of the work year as defined in Article IX.

#### A. Part-Time Employees with Reduced Work Day/Work Week (regardless of Date of Hire)

1. Workday - An individual employed on a regular basis at a proportional fraction of the workday shall have their workday prorated by the same proportional fraction applied to their salary step at the time of their employment. For an employee working 1/2 of the normal work day or 2.5 days of the normal work week: e.g.  $.5 \times \text{length of day} = \text{proportional length of day}$ , or  $.5 \times 5 \text{ work days during week} = \text{proportional length of workweek}$ .
2. Preparation Time - A part-time employee who is employed on a regular basis shall receive an allocation of preparation time equal to the proportional fraction applied to their salary step at the time of their employment.
3. Course Reimbursement -
  - a. Works 20 hours or less per week - shall receive no course reimbursement.
  - b. Works more than 20 hours per week - shall receive course reimbursement equal to the proportional fraction of their salary step at which they were employed subject to the tuition payment methodology outlined in Article IV -Administration of Salaries/Section G.
4. Insurance
  - a. Works 20 hours or less per week - A part-time employee who is employed on a regular basis, twenty or less hours per week, shall receive no health, prescription, dental or disability insurance.
  - b. Works more than 20 hours per week - A part-time employee who is employed more than twenty hours per week shall receive health benefits, prescription, dental and disability

insurance in accordance with the terms and conditions set forth in Article X. Effective January 1, 2013, all employees hired on or after January 1, 2013, must work twenty five (25) or more hours per week for health benefits. Current employees who have health benefits shall be exempt from this provision.

5. Sick Leave Days - A part-time employee who is employed on a regular basis at a proportional fraction of the workday shall receive the same number of sick leave days as a full-time employee with each sick leave day prorated at the same proportional fraction that was applied to the part-time employee's salary step at the time of their employment as outlined in Article VI.
6. Temporary Leave - A part-time employee who is employed on a regular basis shall receive an allocation of temporary leave equal to the proportional fraction applied to his/her salary step at the time of his/her employment as outlined in Article VI.
7. Retirement - Sick Day Reimbursement - Upon retirement from the district, a part-time employee shall receive one (1) day's pay for each accumulated sick day, reimbursed at the base pay per diem for substitute teachers, prorated at the proportional fraction applied to his/her salary step at the time of his/her employment. Effective January 1, 2013, all employees hired on or after January 1, 2013, upon retirement from the district shall be capped at \$15,000 in reimbursement for unused accumulated sick leave.
8. Parent Teacher Conferences - All part-time employees shall be required to attend parent teacher conferences in a manner equal to that, which applies to fulltime employees.
  - a. Part-Time Employees with Reduced Work Year
9. A part-time employee who is employed on a regular basis at a proportional fraction of the work year shall have their work year prorated by the same proportional fraction applied to their salary step at the time of his/her employment. e.g. (.4 x 184 days = 73.6 days)
10. Parent Teacher Conferences - All part-time employees shall be required to attend parent teacher conferences in a manner equal to that, which applies to fulltime employees.
11. Sick Leave - A part-time employee who is employed on a regular basis at a proportional fraction of the work year shall receive a proportional fraction of the sick leave days granted full-time employees, prorated at the same proportional fraction that was applied to the part-time employee's salary step at the time of their employment.
12. Temporary Leave - A part-time employees who is employed on a regular basis at a proportional fraction of the workday shall receive the same number of temporary leave days as a full-time employee with each temporary leave of absence day prorated at the same proportional fraction that was applied to the part-time employee's salary step at the time of their employment.

## **ARTICLE XIV**

### **MANAGEMENT RIGHTS**

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 review policy, rules, regulations and practices in furtherance thereof. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption of policies, use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

- A. Copies of the Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and a copy presented to each covered employee now employed or hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the Provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by Association, to Board at:  
234 Somerville Road  
Bedminster, NJ 07921
  - 2. If by Board, to Association at:  
President  
Bedminster Education Association  
234 Somerville Road  
Bedminster, NJ 07921
- C. Employees using their own vehicles for directed school business will be reimbursed Office of Management and Budget rate.
- D. If any provision of this agreement is held to be contrary to law, it shall not be valid, except those parts which may be permitted by law. All other provisions shall continue in full force and remain in effect.
- E. All additions to an employee's personnel file shall require that the employee have an opportunity to review such material and affix his or her signature and date to the copy. This is filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the copy.
- F. All extracurricular stipends listed in the Agreement shall remain at the 2019-2020 stipend rate for each year of the Agreement, not to exceed \$8000 annually which shall be distributed among the stipends (see Schedule E). The Board reserves the right to add or decrease the number of extracurricular stipend positions as it deems necessary throughout the life of the Agreement.
- G. Mentoring positions will be posted with stipend positions. Mentor's fee will be paid for by the mentee, not by the Board as specified in Board policy #3126. Information for mentoring will be available from Administration.

## **ARTICLE XVI**

### **EMPLOYEE RIGHTS**

- A. Under the just cause provision - no employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations.

## ARTICLE XVII

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association and its representatives shall have the right to use the school building at reasonable hours for meetings, excluding weekends and if a custodian is on duty. Approval shall be given by the Principal or the Superintendent.
- B. The Association and its representatives shall have access to the use of equipment such as photocopiers, fax machines and computers at reasonable times when such equipment is not otherwise in use.
- C. The proposed school calendar will be provided to the Association President or his designee, at least one week before it is adopted by the Board.
- D. The Board agrees to voluntarily furnish the Association with copies of agenda, minutes and new or revised policies within a week if requested. The Association President shall receive a copy of the master schedule at the beginning of each school year, but no later than September 30th.
- E. The Association President shall not be scheduled for any duties before, during or after school and shall not be called upon for coverages except in the case of an emergency and will be given other release time as administratively feasible.
- F. The Association Vice President shall not be scheduled for any duties before or after school except in the case of an emergency and will be given other release time as administratively feasible.
- G. For purposes of E and F above, Homeroom shall not be considered a duty.
- H. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey School Laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere. The BEA will review with the Board of Education all letters required by the Elementary and Secondary Education Act that are to be sent home to parents.

The BEA will review school level data as reported by the Elementary and Secondary Education Act.

1. The parties hereto recognize the existence of N.J.S.A. 18A:28-9 et seq and N.J.A.C. 6:3-5.1 with respect to reduction in force and agree to be governed by those statutes and any amendments thereto and the decisions of the Commissioner with respect to reduction in force.

The Board of Education shall maintain a seniority list of all tenured employees, copies of which will be given to the BEA by November 1<sup>st</sup> and at the time of a contemplated reduction in force.

## ARTICLE XVIII

### **REPRESENTATION FEES**

#### A. Purpose of Fee

If an employee does not become a member of the Bedminster Education Association during any membership year (i.e., September 1-June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the BEA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the BEA as majority representative.

#### B. Amount of Fee/Notification

At the onset of each membership year, the BEA will notify the Board in writing of the amount of the regular membership dues charged by the BEA to its own members for that membership year. The representation fee to be paid by nonmembers will be 85% of the regular annual dues.

#### C. Deduction and Transmission of Fee

1. Notification will be given at the time a contract of employment has been approved and issued by the Bedminster Board of Education. The Board will submit to the BEA a list of all employees in the bargaining unit as of September 1st of each year and it will be updated with each new appointment, resignation, retirement, leave of absence, or return from leave. The representation fee will be automatically charged to any employee who is not on this list.
2. The Board will deduct from the salaries of the employees referred to in Section C.1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in September of each year.
3. Mechanic  
The mechanics for the transmission of such fees to the BEA will be the same as those used for the transmission of regular membership dues to the BEA.
4. Changes  
The BEA will notify the Board in writing of any changes in the list provided for in Paragraph C. 1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made not more than one month after the Board received said notice.



## ARTICLE XIX

### **INSTRUCTIONAL AIDES AND SUPPORT STAFF**

The term "employee" shall refer to all instructional aides, also known as paraprofessionals, and support staff who are members of the bargaining unit as set forth hereafter.

### **EMPLOYEE RIGHTS**

A. **Just Cause Provision**

No tenured support staff shall be reduced in rank or compensation without just cause as defined in NJASA 18A:6-10, NJSA 18A:28-5 and NJSA 18A:29-14.

B. **Required Appearances**

Whenever any employee is required to appear before the Superintendent or Board, or any committee or member thereof for the purpose of discussing the possible withholding of an increment, suspension and/or termination of employment of that employee shall be given 48 hour notice (which will be in written form), except in case of extreme urgency, of the reasons for such meeting to interview and may (at the employee's discretion) have (a) representative(s) and/or attorney present to represent and advise during such meeting or interview.

C. **Right to Review File and Respond**

Employees shall have the right to review his/her personnel file upon reasonable request and to attach response to any derogatory material. No material of a derogatory nature shall be placed in the personnel file unless a copy is simultaneously provided to the affected employee.

D. **Right to be Present**

When any fact-finding hearing shall be scheduled by the Board of Education, at a private or public meeting, to hear an official complaint against an employee by a parent group or its representative, the said employee who is the subject of the complaint shall have a right to be present. The Superintendent shall notify the employee (s) of such meetings in accordance with the procedure set forth in Paragraph B. If it appears that the outcome of said hearing would result in some disciplinary action against the employee, then that employee shall have the right to have a representative to advise him/her during such hearing or meeting.

To the degree possible, any criticism of any employee shall be made in private and not in the presence of teachers, parents, students, or a public gathering.

Any direct criticism or statement/comment of a negative nature referring or pertaining to a district employee, either in name or position, made by a teacher, other employee or Board of Education member shall be made: in confidence; not a public forum or meeting; not in writing, electronic mail or other medium (i.e. Power Point presentation, school or private newspaper article); and not in the presence of or shared with students, parents, or other employees.

1. Whenever a complaint, criticism or statement/comment of a negative nature is made in reference to a district employee, the employee shall have the right to know the identity of the complainant and the specific issue(s).
2. Whenever a complaint, criticism or statement/comment of a negative nature is made in reference to a district employee, the Board of Education shall not initiate any discussion, investigation, or action prior to revealing the identity of the complainant and the specific issue(s) to the affected employee.

### **DUTIES**

- A. Employees agree to perform their duties in accordance with the terms and conditions set forth under the Agreement, the Rules and Regulations of the Bedminster Board of Education, and the State Board of Education and the statutes of New Jersey pertinent thereto and in existence at the time the Agreement is signed.
- B. Employees are required to be in attendance in the district every day school buildings are open, in accordance with the employee calendar.
- C. When schools are closed by the Superintendent or appointed designee for inclement weather or other emergency reasons, the employee is not expected to report to work.

### **GRIEVANCE PROCEDURE**

A. **Definition:**

A grievance is an appeal by an employee alleging improper interpretation, application or violation of this Agreement, policies, or administrative decisions.

B. **Purpose:**

The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time affect members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. **Time limits:**

1. Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step.
2. Failure at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. 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 written agreement.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. A grievance must be raised at Step 1 no later than forty-five (45) calendar days following its occurrence, or within forty-five (45) calendar days after the aggrieved party knows or should have known of the events or conditions on which it is based.

**D. Procedures:**

1. Step 1

An employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the complaint informally. If, as a result of the discussions, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, the complaint(s) shall be set forth in writing to the Superintendent.

2. Step 2

Within ten (10) business days, the Superintendent shall hold a formal grievance hearing, along with any individuals who are a party to the grievance. The Superintendent of Schools shall communicate a decision in writing to the employee and supervisor involved within ten (10) calendar days after delivery of the appeal.

3. Step 3

The employee may appeal the decision of the Superintendent to the Board of Education within ten (10) calendar days after the decision of the Superintendent has been delivered. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. This appeal shall be sent or given to the Superintendent of Schools who shall present it to the Board.

The Board, after reviewing the appeal and the report of the Superintendent of Schools, may hold a hearing. At least two (2) school days prior to the possible hearing, all necessary parties shall be given written notice thereof. At the hearing all parties concerned shall be present, present witnesses and may be represented by persons of their own choosing.

The Board shall communicate its decision in writing to the employee and the supervisor involved, through the Superintendent of Schools, within forty-five (45) calendar days

after receipt of the appeal to the Board by the Superintendent.

Except as limited in this contract where the decision of the Board is final and binding if the grievance is not resolved at Step 3, within fifteen (15) calendar days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (PERC) for arbitration. PERC shall submit a list of five (5) names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

The decision of the arbitrator, in all cases, shall be advisory in nature. Cost of arbitration shall be borne equally by both parties.

### **TENURE**

In accordance with N.J.S.A 18A:17-2a and N.J.S.A. 18A:17-2b employees earn tenure after three (3) years and one (1) day of service to the district.

#### **Leaves of Absence**

Leave of short duration (two months) for work-related injury counts toward tenure acquisition.

#### **Tenure**

N.J.S.A. 18A: 6-10 No tenured employee can be dismissed or reduced in compensation except for inefficiency, incapacity, unbecoming conduct or other just cause.

### **LEAVE OF ABSENCE**

#### **A. Excused Absences**

##### **1. Death in family**

In the event of a death in the employee's family:

Up to ten (10) days, as needed for each occasion, of a spouse or child, or domestic partner, or subject to the Superintendent's approval, a member of employee's immediate family, within one year of death.

Up to five (5) days for a father, mother, sister, brother, or grandchild of any employee.

Up to three (3) days for a mother-in-law, father-in-law, grandparent, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

Up to one (1) day for an aunt, uncle, niece or nephew.

Up to one (1) day in the event of a relative or friend not otherwise referenced above.

2. Jury Duty

There shall be no salary deductions for an employee who is absent due to service on a grand jury or petit jury.

3. Legal Requirement

The Board of Education shall provide legal assistance to the employee as per N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1. An employee shall be excused with no loss of pay to attend any hearing, court, or administrative proceeding as a result of any school matter or act arising out of and in the course of performance of the duties of the employee, and within the scope of employment.

4. Personal Business

If for personal reasons, a day's absence is necessary, an employee may be excused from his/her duties upon notice to and permission from the Superintendent. Wherever possible, application should be made at least two (2) days prior to taking leave, except in the event of an unanticipated emergency.

"Personal business" as defined herein is an emergency or the performance of a duty that cannot be done on out of school time. In all cases in which the employee requests an excused absence for personal business, a request must be filed and approved by the Superintendent.

An employee shall receive two (2) personal business days in any one (1) contract year. The number of unused days shall accumulate as sick leave from year to year.

B. Family Illness

1. A maximum of three (3) days in each school year for serious family illness. A physician's certificate of serious illness is required.
2. A maximum of two (2) days each year for family illness.
3. Family leave is non-cumulative.

C. Sick Leave

1. Sick leave is defined by revised statute 18A:30-1 et seq.
2. All twelve (12) month employees shall be entitled to twelve (12) days of sick leave per year. All ten (10) month employees shall be entitled to ten (10) days of sick leave per year.
3. Unused days of sick leave shall be accumulated from year to year.
4. Sick leave granted in excess of accumulated days shall be at the sole discretion of the Board.

D. Terminal Pay on the Basis of Sick Leave

Upon retirement an employee shall receive one (1) day's pay for each accumulated sick day at the base pay for per diem substitute teachers capped at \$15,000.00. Effective July 1, 2013, upon retirement from the district, Instructional Aides shall receive thirty-five dollars (\$35.00) for each accumulated sick day and support staff shall receive forty dollars (\$40.00) for each accumulated sick day. Payment for all accumulated sick pay is capped at \$15,000.00. For sick days accumulated prior to July 1, 2013, Instructional Aides and Support Staff shall receive the base pay per diem substitute teachers at the time the sick days were accumulated.

E. Parenthood Leave

1. Parenthood Leave shall be granted for all employees for a period of up to the end of the academic school year in which the Parenthood Leave commenced or a minimum of six (6) months, whichever is greater. An additional school year of leave shall be granted upon request to tenured staff or one who has received a tenure-year contract. Employees on leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the employee wishes to return, or sixty (60) calendar days prior to said intended return date, whichever is sooner.
2. Employees returning on the first day of the school year (July 1 for twelve (12) month employees) from parenthood leave shall be placed in his/her previously held position or a comparable one as provided by law.
3. Any employee who has applied for and received parenthood 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.
4. Time spent on parenthood leave shall not count towards salary advancement, seniority, or sick leave accumulation.
5. Any twelve (12) month employee who accepts parenthood leave after December 31, in any given year, is given salary credit for a full year upon returning to the district.
6. Employees receiving parenthood leave shall not accept full time employment during all or part of the period of the parenthood leave.
7. Adoption- Any employee adopting a minor child shall receive a leave similar to parenthood leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill requirements for the adoption.
8. The Board is not required to continue employment of a non-tenure employee beyond the year in which the leave is taken, or a six (6) month period, whichever is applicable. The parenthood leave shall not be counted towards tenure.

F. Maternity Leave

1. The Board shall grant sick leave for the period of actual disability associated with the pregnancy and the birth to a pregnant employee on the same terms and conditions governing leaves of absence for illness or medical disability.

The pregnant employee will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability in accordance with law.

2. Any pregnant employee who does not elect to take a parenthood leave in conjunction with maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able to do so.
3. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's physician.
4. No employee shall be required to neither leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
5. In all matters, including discipline, a pregnant employee shall be treated like any other employee. Furthermore, the Board has the right to remove any pregnant employee from her daily duties if her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (1) the pregnant employee fails to produce a physician's certificate that she is medically able to continue working; or (2) the Board's physician concludes she is unable to continue in the role of an employee. However, the Board shall not discriminate against the pregnant employee in violation NJSA 10:5-1 or any laws of the State of New Jersey or the United States.

G. Other Leaves

Other leaves of absence with/without pay may be granted for good cause and for exceptional reasons upon recommendation of the Superintendent and approval of the Board of Education. Request(s) for the above shall be submitted in writing to the Superintendent. The denial of such leave by the Board shall not be actionable by law. However, the denial of same shall be reduced in writing with explanations for the reason of said denial.

H. Miscellaneous

1. Any requests for modifications of previously granted leaves shall be submitted in writing to the Superintendent.
2. Employees, while on leave without pay, shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board in accordance with applicable law.

3. Upon return from paid leave or unpaid leave of six (6) months or less granted by the Board, the employee shall be placed at a salary he/she would have earned if he/she had not been on said leave with all seniority rights.
4. All benefits to which employees are entitled at the time his/her approved leave of absence commenced, including the unused accumulated sick leave, shall be restored upon return. Employees returning from approved leave shall be placed in the previously held position or a comparable one as provided by law.

### **INSURANCE PROTECTION**

A. **Health Insurance:**

The Board of Education shall provide all covered employees working twenty (20) or more hours per week and their dependents with comprehensive health insurance benefits. The Board shall pay the premiums for up to full family medical insurance plan which provides benefits that are at least equal to those currently provided under the July 1, 2008 New Jersey School employees Health Benefits Plan. The plan offers employees the choice of a preferred provider organization with one option - and NJ Direct 15 and two health maintenance organization plans — Aetna HMO and CIGNA Healthcare. For purposes of this contract the base plan for all employees will be Direct15. Effective January 1, 2013, all employees hired on or after January 1, 2013 must work twenty-five (25) hours or more per week for health benefits. Current employees who have health benefits shall be exempt from this provision. Employees will contribute towards their health insurance, the same percentage of premium that they contributed in the school year 2015-2016 based on Tier 4 of Chapter 78 P.L. 2011.

It is recognized that paraprofessionals and support staff are separate positions. It is agreed for purposes of this contract that support staff's benefit contributions will remain the same as their individual percentages as in 2015-2016.

B. **Disability Insurance:**

The Board of Education will provide long—term disability coverage for all employees employed twenty (20) hours or more per week, after three (3) years and one (1) day of employment.

1. Coverage will be underwritten by The Standard Insurance Company.
2. Premium will be paid by the Board of Education for the employee coverage only.

C. **Prescription Insurance:**

The Board of Education will provide prescription insurance to the employee employed twenty (20) hours per week and their dependents, immediately upon employment, in accordance with the terms and conditions of the District's employee group plan. The benefits will be at least equal to those currently provided under the July 1, 2008 New Jersey State Health Benefits Plan Prescription Drug Coverage for Local Education Employees. Effective January 1, 2013, all employees hired on or after January 1, 2013 must work twenty-five (25)



hours or more per week for health benefits. Current employees who have health benefits shall be exempt from this provision.

Premiums will be paid by the Board of Education for the employee and their dependents.

D. Dental Insurance:

The Board of Education will provide the employee, immediately upon employment, with single coverage only, in accordance with the terms and conditions of the District's employee group plan. The Board of Education will pay the premiums for employee coverage only. The employee may purchase coverage for spouse, domestic partner or eligible dependent children at a cost equal to the annual premium cost. Employees are responsible for 100% of this cost.

- E. If the carrier who underwrites the coverage as spelled out in paragraphs B, C, or D is changed, the benefits offered by the new carrier shall be equal to or better than the existing benefits.

## **WORK YEAR AND WORK DAY**

### **Instructional Aides**

- A. The work year for Instructional Aides shall be the in-school work year when teachers are in attendance. Instructional aides are not required to attend back to school nights or parent conferences. Instructional aides shall be required to attend professional development/in-service programs for certificated teaching staff members.
- B. As assigned by the Administration, the workday for full-time ten (10) month Instructional Aides shall consist of seven (7) hours including a thirty (30) minute duty free lunch. Start and end times include flexible hours that shall be: 8:30 a.m. to 3:30 p.m.; 8:45 a.m. to 3:45 p.m.; and 9:00 a.m. to 4:00 p.m.
- C. Whenever an Instructional Aide is required to extend their regular work hours they shall be paid for the total hours worked.

### **Support Staff**

- A. Twelve (12) month employees
1. The work year for twelve (12) month Support Staff shall be the twelve (12) month employee calendar to be determined by the Board. The Support Staff are required to report to work every day that school buildings are open, in accordance with the employee calendar. However, when schools are closed by the Superintendent or his/her designee, for inclement weather or other emergency reasons, the employees shall not be expected to report to work.
  2. The work week for full-time twelve (12) month Support Staff is thirty-seven and one-half (37 ½) hours excluding lunch periods.

B. Ten (10) month employees

1. The work year for ten (10) month Support Staff shall be the ten (10) month school calendar. Ten (10) month Support Staff are required to be in attendance in the district every day that students are in the school buildings.

**HOLIDAYS**

- A. Twelve month Support Staff shall receive fourteen (14) paid holidays each year. The fourteen (14) paid holidays shall include:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Lincoln's Birthday Good Friday  
Memorial Day  
Independence Day Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

Ten month employees shall receive six (6) paid holidays during each school year. The holidays will be New Year's Day, Good Friday, Memorial Day, Thanksgiving, the Friday following Thanksgiving, and Christmas Day.

If, for professional reasons, Support Staff must work on one of the paid holidays, holiday observance days, or weekends, she/he will be granted a day off from his/her duties as compensatory time, for each day worked, upon notice to and with the permission of the Superintendent.

**VACATION**

- A. Twelve month Support Staff shall earn vacation days as follows:

0 through year 5	10 days	(.833 day per month)
6 through year 10	15 days	(1.25 days per month)
More than 10 years	20 days	(1.67 days per month)

Generally vacation should be taken when school is not in session.

- B. Time for vacations must be approved by the immediate supervisor and then recommended to the Superintendent for his/her approval.

- C. Support Staff shall be charged with vacation days if they are not excused under any other leave provision of this Article. Employees must take vacation days or personal days when they wish to be absent during periods when school is open even though students are not in attendance with the exception of closings due to inclement weather or other emergency reasons, by the superintendent or appointed designee.
- D. A maximum of ten (10) unused vacation days may be accrued, but the total accrued unused vacation days shall not exceed ten (10) as of July 1 of each year. Such accrued days must be used in the next school year.
- E. For employees employed prior to July 1, 2013, the Board shall buy back a maximum of five (5) vacation days at the per diem rate, calculated as 1/240 of the Support Staff member's annual salary. Effective July 1, 2013, vacation buy back shall be eliminated for the employees.

#### **USE OF AUTOMOBILE**

For the required use of employees automobiles in the performance of their duties, reimbursement shall be made on the basis of the current permissible rate defined under the rules and regulations promulgated by the Commissioner of Education and the Office of Management and Budget.

#### **TAX SHELTERED ANNUITIES**

Employees may request, and the Board shall make deductions from his/her pay for the purpose of tax sheltered annuities pursuant to the provisions of the requisite statute.

#### **SUPPLEMENTAL RETIREMENT PLAN**

Employees may participate in a 403b governmental special pay plan.

#### **SALARIES**

- A. The salaries of all employees covered by this Article are set forth in schedules which are attached hereto and made part hereof.

Schedule F - Instructional Aides

Schedule G - Support Staff

- B. Salaries shall be paid semi-monthly on the 15th and 30th, each salary payment being paid in arrears

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

The employees may choose between 10 month or 12 moth pay periods. The Board must be

advised of the employee's choice by June 1 of the previous school year.

### **MISCELLANEOUS**

A. **Modification**

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.

B. **Legality**

In the event that any portion of this contract shall be deemed in violation of the law, the remainder of the contract shall remain in full force and effect.

C. **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict any legal rights that an employee may have under the statutes of the State of New Jersey or other applicable laws and/or regulations of this State or the United States.

## ARTICLE XX

### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2023. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its President and Vice President and the Board has caused this Agreement to be signed by its President and Vice President and attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

BEDMINSTER EDUCATION  
ASSOCIATION

By:

President

By:

Secretary

BEDMINSTER TOWNSHIP BOARD OF  
EDUCATION

By:

President

By:

Secretary

### **ADDENDUM**

These items are for informational purposes only and are NOT actual provisions of the negotiated contract.

- A. Employees with seven or fewer scheduled preparations within the week will be called upon last to provide coverage.
- B. Employees will receive 2 "Get out of coverage free" cards for the school year.
- C. Employees will prioritize subjects and/or grades, which they would be most comfortable covering. Administration will consider employee requests when feasible.
- D. Provide two (2) staff development days in the summer (to be set in the annual calendar) for employees to attend on a voluntary basis, and for employees to be paid for attending on these days, at the per diem substitute rate.

## SALARY GUIDE

### YEAR 1 SCHEDULE A 2019-2020

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
<b>1</b>	57,025	60,510	61,450	62,390	63,060	63,730	64,400	65,070
<b>2</b>	57,525	61,060	62,010	62,965	63,645	64,325	65,000	65,680
<b>3</b>	58,275	61,860	62,825	63,790	64,475	65,165	65,855	66,545
<b>4</b>	59,025	62,655	63,635	64,615	65,310	66,010	66,710	67,405
<b>5-7</b>	59,780	63,460	64,450	65,445	66,150	66,860	67,565	68,275
<b>8-10</b>	60,530	64,260	65,265	66,270	66,985	67,705	68,420	69,140
<b>11</b>	61,925	65,755	66,785	67,815	68,550	69,285	70,020	70,760
<b>12</b>	63,705	67,640	68,700	69,760	70,515	71,275	72,030	72,790
<b>13</b>	65,635	69,690	70,780	71,875	72,655	73,435	74,215	74,995
<b>14</b>	67,715	71,900	73,025	74,155	74,960	75,765	76,570	77,375
<b>15</b>	69,945	74,270	75,435	76,600	77,430	78,265	79,095	79,930
<b>16</b>	72,325	76,800	78,010	79,215	80,075	80,935	81,795	82,655
<b>17</b>	74,855	79,495	80,745	81,995	82,885	83,775	84,670	85,560
<b>18</b>	77,535	82,345	83,645	84,940	85,865	86,790	87,715	88,640
<b>19</b>	80,365	85,360	86,705	88,050	89,010	89,975	90,935	91,895
<b>20</b>	83,345	88,535	89,935	91,330	92,330	93,325	94,325	95,325

## **SALARY GUIDE**

### **YEAR 2 SCHEDULE B 2020-2021**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PHD</b>
<b>1</b>	58,060	61,545	62,485	63,425	64,095	64,765	65,435	66,105
<b>2</b>	58,560	62,095	63,045	64,000	64,680	65,360	66,035	66,715
<b>3</b>	59,060	62,645	63,610	64,575	65,260	65,950	66,640	67,330
<b>4</b>	59,810	63,440	64,420	65,400	66,095	66,795	67,495	68,190
<b>5</b>	60,560	64,240	65,230	66,225	66,930	67,640	68,345	69,055
<b>6-8</b>	61,315	65,045	66,050	67,055	67,770	68,490	69,205	69,925
<b>9-11</b>	62,745	66,575	67,605	68,635	69,370	70,105	70,840	71,580
<b>12</b>	64,545	68,480	69,540	70,600	71,355	72,115	72,870	73,630
<b>13</b>	66,495	70,550	71,640	72,735	73,515	74,295	75,075	75,855
<b>14</b>	68,595	72,780	73,905	75,035	75,840	76,645	77,450	78,255
<b>15</b>	70,845	75,170	76,335	77,500	78,330	79,165	79,995	80,830
<b>16</b>	73,245	77,720	78,930	80,135	80,995	81,855	82,715	83,575
<b>17</b>	75,795	80,435	81,685	82,935	83,825	84,715	85,610	86,500
<b>18</b>	78,495	83,305	84,605	85,900	86,825	87,750	88,675	89,600
<b>19</b>	81,345	86,340	87,685	89,030	89,990	90,955	91,915	92,875
<b>20</b>	84,345	89,535	90,935	92,330	93,330	94,325	95,325	96,325



## **SALARY GUIDE**

### **YEAR 3 SCHEDULE C 2021-2022**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PHD</b>
<b>1</b>	58,900	62,385	63,325	64,265	64,935	65,605	66,275	66,945
<b>2</b>	59,400	62,935	63,885	64,840	65,520	66,200	66,875	67,555
<b>3</b>	59,900	63,485	64,450	65,415	66,100	66,790	67,480	68,170
<b>4</b>	60,400	64,030	65,010	65,990	66,685	67,385	68,085	68,780
<b>5</b>	61,150	64,830	65,820	66,815	67,520	68,230	68,935	69,645
<b>6</b>	61,900	65,630	66,635	67,640	68,355	69,075	69,790	70,510
<b>7-9</b>	63,295	67,125	68,155	69,185	69,920	70,655	71,390	72,130
<b>10-12</b>	65,145	69,080	70,140	71,200	71,955	72,715	73,470	74,230
<b>13</b>	67,145	71,200	72,290	73,385	74,165	74,945	75,725	76,505
<b>14</b>	69,295	73,480	74,605	75,735	76,540	77,345	78,150	78,955
<b>15</b>	71,595	75,920	77,085	78,250	79,080	79,915	80,745	81,580
<b>16</b>	74,045	78,520	79,730	80,935	81,795	82,655	83,515	84,375
<b>17</b>	76,645	81,285	82,535	83,785	84,675	85,565	86,460	87,350
<b>18</b>	79,395	84,205	85,505	86,800	87,725	88,650	89,575	90,500
<b>19</b>	82,295	87,290	88,635	89,980	90,940	91,905	92,865	93,825
<b>20</b>	85,345	90,535	91,935	93,330	94,330	95,325	96,325	97,325

## **SALARY GUIDE**

### **YEAR 4 SCHEDULE D 2022-2023**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PHD</b>
<b>1</b>	60,020	63,505	64,445	65,385	66,055	66,725	67,395	68,065
<b>2</b>	60,520	64,055	65,005	65,960	66,640	67,320	67,995	68,675
<b>3</b>	61,020	64,605	65,570	66,535	67,220	67,910	68,600	69,290
<b>4</b>	61,520	65,150	66,130	67,110	67,805	68,505	69,205	69,900
<b>5</b>	62,020	65,700	66,690	67,685	68,390	69,100	69,805	70,515
<b>6</b>	62,770	66,500	67,505	68,510	69,225	69,945	70,660	71,380
<b>7</b>	63,890	67,720	68,750	69,780	70,515	71,250	71,985	72,725
<b>8-10</b>	65,785	69,720	70,780	71,840	72,595	73,355	74,110	74,870
<b>11-13</b>	67,830	71,885	72,975	74,070	74,850	75,630	76,410	77,190
<b>14</b>	70,025	74,210	75,335	76,465	77,270	78,075	78,880	79,685
<b>15</b>	72,370	76,695	77,860	79,025	79,855	80,690	81,520	82,355
<b>16</b>	74,865	79,340	80,550	81,755	82,615	83,475	84,335	85,195
<b>17</b>	77,510	82,150	83,400	84,650	85,540	86,430	87,325	88,215
<b>18</b>	80,305	85,115	86,415	87,710	88,635	89,560	90,485	91,410
<b>19</b>	83,250	88,245	89,590	90,935	91,895	92,860	93,820	94,780
<b>20</b>	86,345	91,535	92,935	94,330	95,330	96,325	97,325	98,325

## SCHEDULE E

### STIPENDS

#### BEDMINSTER SCHOOL EXTRA-CURRICULAR ACTIVITIES 2019-2023

All stipends for additional activities added to this list by the Board of Education will be negotiated by the Board and the Association. The agreement will be put in writing and signed by both parties.

#### BEDMINSTER SCHOOL EXTRA-CURRICULAR ACTIVITIES - 2019-2023

Activity Title	Number of Positions	Number of Sessions		Stipend Amount 2019-2020 2020-2021 2021-2022 2022-2023
<b>Clubs</b>				
Arts & Crafts - Grade 2	1	6	\$483.00	\$554.00
Arts & Crafts - Grades 2 & 3	1	6	\$483.00	\$554.00
Arts & Crafts - Grade 3	1	6	\$483.00	\$554.00
Behind the Scenes Advisor	2		\$628.00	\$699.00
Behind the Scenes Assistant	1		\$417.00	\$488.00
Chess Club	1	10	\$731.00	\$802.00
Chess Club – Beginners	1	10	\$731.00	\$802.00
Community Service Advisor	3		\$1,486.00	\$1,557.00
Computer Club - Grade 2	1	6	\$345.00	\$416.00
Computer Club - Grades 2 & 3	1	6	\$345.00	\$416.00
Computer Club - Grade 3	1	6	\$345.00	\$416.00
Computer Club - Grades 4 - 8	1	6	\$345.00	\$416.00
Conflict Mediation Advisor	4		\$579.00	\$589.00
Conflict Mediation Lead Advisor	1		\$628.00	\$638.00
Cooking Club Session 1 - Grade 3	1	6	\$479.00	\$550.00
Cooking Club Session II - Grade 3	1	6	\$479.00	\$550.00
Drama Club Director (Middle) Grades 5-8	1		\$2,711.00	\$2,782.00
Drama Club Director (Primary) Grade 2 (Suggested 1/6-2/25)	1		\$881.00	\$952.00
Drama Club Director (Primary) Grade 3 (Suggested 9/30-11/12)	1		\$881.00	\$952.00
Drama Club Supervisor (Middle) Grades 5-8	1		\$739.00	\$810.00
Drama Club Supervisor (Primary) Grades 2	1		\$339.00	\$410.00
Drama Club Supervisor (Primary) Grades 3	1		\$339.00	\$410.00
Environmental Club Grades 4-8	1	6	\$483.00	\$554.00

Graduation Music & Ceremony	1		\$300.00	\$371.00
Graduation Night Supervisor (2 hrs.)	4		\$88.00	\$159.00
Homework & Computer Resource Center Advisor	1	80 sessions	\$3,121.00	\$3,191.00
Literacy Magazine Advisor	2		\$781.00	\$852.00
Literacy Club - Middle School	1	10	\$521.00	\$592.00
Math Counts	1	20	\$971.00	\$1,042.00
Music - Before a After School	2	200	\$4,395.00	\$4,466.00
Parades	1		\$521.00	\$592.00
Robotics Club	3		\$53.00 per hour	\$53.88 per hour
Lego Club - Grades 1 & 2	1	10	\$53.00 per hour	\$601.00
Lego Club - Grades 3 & 4	1	10	\$53.00 per hour	\$601.00
Scenery Art Club	1	15	\$1,045.00	\$1,116.00
Science Club - Grade 1	1	6	\$345.00	\$416.00
Science Club - Grade 2	1	6	\$345.00	\$416.00
Science Club - Grade 3	1	6	\$345.00	\$416.00
Science Club - Grade 2 & 3	1	6	\$345.00	\$416.00
Ski Club Advisor	2	8	\$609.00	\$680.00
Ski Club Assistant	2	8	\$483.00	\$554.00
Sports Club - Grade 3	1	6	\$345.00	\$416.00
Storytime Club - Grade 1	1	3	\$213.00	\$284.00
Storytime Club - Kindergarten	1	3	\$213.00	\$284.00
Student Council Lead Advisor	2		\$732.00	\$803.00
Writer's Workshop	1	20	\$971.00	\$1,042.00
Yearbook Advisor	3		\$881.00	\$952.00
<b>Sports</b>				
Athletic Coordinator	1		\$4,927.00	\$4,998.00
Baseball Head Coach - Boys	1		\$3,039.00	\$3,110.00
Baseball Assistant Coach - Boys	1		\$1,848.00	\$1,919.00
Basketball Assistant Coach - Boys	1		\$1,848.00	\$1,919.00
Basketball Assistant Coach - Girls	1		\$1,848.00	\$1,919.00
Basketball Head Coach - Boys	1		\$3,039.00	\$3,110.00
Basketball Head Coach - Girls	1		\$3,039.00	\$3,110.00
Cheerleading Coach	1		\$3,039.00	\$3,110.00
Field Hockey Assistant Coach	1		\$1,848.00	\$1,919.00
Field Hockey Head Coach	1		\$3,039.00	\$3,110.00
Lacrosse Assistant Coach	1		\$1,848.00	\$1,919.00
Lacrosse Head Coach	1		\$3,039.00	\$3,110.00
Open Gym - Grades 4 & 5	1	6	\$345.00	\$355.00
Soccer Assistant Coach	1		\$1,848.00	\$1,919.00
Soccer Head Coach	1		\$3,039.00	\$3,110.00
Softball Assistant Coach	1		\$1,848.00	\$1,919.00
Softball Head Coach	1		\$3,039.00	\$3,110.00
Track and Field Coach	1	7	\$477.00	\$548.00
<b>Chaperones</b>				
Concert Monitors	9	6 concerts	\$330.00	\$401.00

Grade 8 Trip - Chaperone	7		\$481.00	\$552.00
Late Bus or Parent Pickup Duty	2		\$8.50	\$20.00
Stokes – Chaperone	6		\$481.00	\$552.00
Stokes - New Jersey School of Conservation - Coordinator	1		\$666.00	\$737.00
<b>Other Stipend Positions</b>				
Board Newsletter Editor	1	4	\$1,252.00	\$1,257.00
School Newspaper	1	20	\$971.00	\$1,042.00
Team Leader Grades 5 & 6	1		\$549.00	\$3,620.00
Team Leader Grades 7 & 8	1		\$549.00	\$3,620.00

A. For Stipend Related Duties Not Specified in Stipend Chart:

The parties agree to classify the categories for extra-curricula as follows and for the proscribed rates. Project descriptions with expected outcomes (including expected time commitment, guidelines on deliverables, due dates, etc.) will be defined by the Principal as part of the process and agreed to by the Bedminster Education Association teacher prior to the start of the activity.

1. Non Direct Education Related Activities (e.g. Chaperoning):

\$33.00 per hour for 2019-2020

\$33.00 per hour for 2020-2021

\$33.00 per hour for 2021-2022

\$33.00 per hour for 2022-2023;

\*Or equivalent in compensatory time not to exceed an annual maximum of 6.75 hours.

These duties include work that does not require certificated personnel (e.g. library database updating, end of year checkout assistance). This list is not limited to these examples and should the Board require additional stipend titles, the Association will be notified.

2. Direct Education Related (e.g. Curriculum Development):

\$42.00 per hour for 2019-2020

\$42.00 per hour for 2020-2021

\$42.00 per hour for 2021-2022

\$42.00 per hour for 2022-2023;

\*Or equivalent in compensatory time not to exceed an annual maximum of 6.75 hours.

These duties include work that requires certificated personnel (e.g. home instruction). This list is not limited to these examples and should the Board require additional stipend titles, the Association will be notified.

3. Functions Supported by Outside Agencies

Any function/duty/responsibility that a Bedminster Education Association member

agrees to participate in that is sponsored by an outside agency (e.g. DARE), the compensation will be determined and agreed to between the Bedminster Education Association member and the agency. The Board of Education and the Bedminster Education Association will not be involved in negotiating this compensation.

#### 4. Compensatory Time for Stipend Work

- a. There shall be a maximum distribution of one (1) comp day per year per teacher if they are assigned an extra compensation duty/assignment of equal or greater time.
- b. Each teacher shall be able to earn one (1) comp day for each school year and may carry over that one day into the following year, but will lose it if not used by the end of that following year. However, no individual will be able to earn another comp day in that following year if they have not used the accumulated comp day from the previous year.
- c. If a teacher elects to get paid for that comp day in lieu of time off and at the rate of pay the day was earned, the teacher must notify the Board office no later than May 15 of the expiration year.
- d. Use of the comp day is limited to the provisions for personal days found in Article 6.A.1 and may be used in conjunction with personal days provided use abides by the provisions found in Article 6.A.1.
- e. Kindergarten Orientation shall be compensated at the hourly rate identified in the table above (Stipend section A.) for three hours or a comp day at 6.75 hours in recognition of the teacher's early return from summer break.

**SCHEDULE F  
INSTRUCTIONAL AIDES<sup>2</sup>  
SALARY GUIDE**

<b>2019-2020</b>	<b>Step</b>	<b>Salary<sup>3</sup></b>
	<b>1</b>	17,378
	<b>2</b>	18,344
	<b>3</b>	19,310
	<b>4</b>	20,276
	<b>5</b>	21,242
	<b>6</b>	22,208
	<b>7</b>	23,174
	<b>8</b>	24,140
	<b>9</b>	25,106
	<b>9A</b>	26,138
	<b>10</b>	27,168

<b>2020-2021</b>	<b>Step</b>	<b>Salary<sup>3</sup></b>
	<b>1</b>	17,878
	<b>2</b>	18,844
	<b>3</b>	19,810
	<b>4</b>	20,776
	<b>5</b>	21,742
	<b>6</b>	22,708
	<b>7</b>	23,674
	<b>8</b>	24,640
	<b>9</b>	25,606
	<b>9A</b>	26,638
	<b>10</b>	27,668

<b>2021-2022</b>	<b>Step</b>	<b>Salary<sup>3</sup></b>
	<b>1</b>	18,378
	<b>2</b>	19,344
	<b>3</b>	20,310
	<b>4</b>	21,276
	<b>5</b>	22,242
	<b>6</b>	23,208
	<b>7</b>	24,174
	<b>8</b>	25,140
	<b>9</b>	26,106
	<b>9A</b>	27,138
	<b>10</b>	28,168

<b>2022-2023</b>	<b>Step</b>	<b>Salary<sup>3</sup></b>
	<b>1</b>	18,878
	<b>2</b>	19,844
	<b>3</b>	20,810
	<b>4</b>	21,776
	<b>5</b>	22,742
	<b>6</b>	23,708
	<b>7</b>	24,674
	<b>8</b>	25,640
	<b>9</b>	26,606
	<b>9A</b>	27,638
	<b>10</b>	28,668

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<sup>2</sup> Employees shall move up one step of the guide each year. New hires with college degrees start at Step 5.

<sup>3</sup> Salary based on 7 hours per day, 184 days per school year.

**SCHEDULE G  
SUPPORT STAFF<sup>4</sup>  
SALARY GUIDE**

<b>Position</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Technology Assistant/Support	(change in personnel)	\$48,000	\$49,400	\$50,923.20
Transportation Coordinator/Receptionist	\$44,195.04	\$45,521.09	\$46,886.72	\$48,293.32

<b>Position</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Principal's Secretary	\$50,841	\$52,010	\$53,207	\$54,537
School Secretary	\$41,322	\$42,272	\$43,245	\$44,326
Payroll/Human Resources Spec.	\$66,611	\$68,143	\$69,710	\$71,453
Accounts Payable/Assistant Board Secretary	\$70,243	\$71,859	\$73,512	\$75,349
Transportation Secretary	\$38,289	\$39,169	\$40,070	\$41,072
Office Assistant	\$24,833	\$25,404	\$25,989	\$26,639

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<sup>4</sup> The salaries set forth are limited to support staff employed for the 2019-2020 school year and assume the same support staff will continue to be employed in the listed positions through the 2022-2023 school year. The salaries are not intended to be the salaries of new employees employed to replace existing employees.