

2550

AGREEMENT
BETWEEN THE
ALEXANDRIA TOWNSHIP EDUCATION ASSOCIATION
AND THE
ALEXANDRIA TOWNSHIP BOARD OF EDUCATION
JULY 1, 1995 to JUNE 30, 1998

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PREAMBLE

This Agreement entered into this 23rd day of October, 1995, by and between the Board of Education of Alexandria Township, New Jersey, hereinafter called the "Board," and Alexandria Township Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract or on leave, employed by the Board, with the exception of administrators, supervisors, and confidential employees (including the Superintendent's secretary and the School Business Administrator/Board Secretary's secretary).

The terms and conditions of this contract shall be in effect on the initial date of employment.

The Board/Administration will notify the President of the Association, in writing, of any new positions created or title changes.

The following articles and sections of this agreement shall not apply to part-time employees scheduled to work less than twenty (20) hours per full student week, except as specified below:

- Art. VI, Section F - Vacations
- Art. VI, Section G - Holidays
- Art. VII, Teaching Hours and Teaching Load (except when the part-time teacher works a full student day)
- Art. XII, Sick Leave (except statutory requirements shall apply)
- Art. XIII, Temporary Leaves of Absence (except as listed below)
- Art. XIV, Extended Leaves of Absence
- Art. XV, Teacher Development and Education Improvement
- Art. XVI, Insurance Protection
- Art. XVII, Section A - Retirement Clause

Any part-time employee scheduled to work less than twenty (20) hours per full student week who was employed prior to June 30, 1989 and who has been continuously employed as a full-time or part-time employee since June 30, 1989, shall be eligible for Article XV, Teacher Development and Education Improvement.

Part-time employees hired before or after June 30, 1989 shall receive bereavement leave, attendance bonus, approved professional days, and black seal license compensation on a pro-rata basis. The Letter of Understanding pertaining to part-time employees continuously employed since June 30, 1989 continues to be in effect.

B. Definition of Employee

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

C. Definition of Teacher

Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. 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.

C. New Positions

The Association shall have fifteen (15) school days following notification by the Board of the creation of new positions to request negotiations regarding the terms and conditions of employment for those new positions. The Board has the right to fill a new position at any time after creating the position; final terms and conditions of employment that are negotiated by the parties shall be applied retroactively to the new position.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

a. Tract I

A grievance is a problem affecting terms and conditions of employment and changes in Board Policy and Administrative decisions which affect the interpretation, application and violations of the contract.

b. Tract II

An informal problem shall be defined as any problem that shall be determined non-grievable by standards set by PERC, or agreed to be discussed by both parties on an informal basis.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association presenting the grievance.

3. Party in Interest

A "party in interest" is the person or persons presenting the grievance and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the problem.

B. Purpose

The purpose of this procedure is to resolve, at the lowest possible level, the problems which may from time to time arise affecting employees represented under this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

A grievance must be filed within thirty (30) calendar days of knowledge of the incident, or, as with a newly created position, as soon as the President of the Association has knowledge of the position. An employee or the Association with a problem shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative as prescribed by law, with the objective of resolving the

matter informally. Written notice will be given to the immediate supervisor of the intent to proceed to Level Two.

4. Level Two - Chief School Administrator

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Chief School Administrator within ten (10) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. The President of the Association and the Grievance Chair-person shall have the right to verbally present a grievance to the Chief School Administrator. The aggrieved person(s) may be present at the discretion of the Association.

5. Level Three - Board of Education

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Chief School Administrator, he/she may file the grievance in writing with the Board or its designated representative where appropriate, within ten (10) school days after a decision by the Chief School Administrator or twenty (20) school days after the grievance was delivered to the Chief School Administrator, whichever is sooner. An employee shall have the right to verbally present the grievance to the Board or its designee.

b. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within twenty-five (25) school days after the grievance has been delivered to the Board, he/she may, within five (5) school days after a decision by the Board or thirty (30) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration.

c. All Track II grievances shall terminate at the Board level.

6. Level Four - Arbitration

a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a

commitment from said arbitrator to serve. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

- b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association or the Board and the aggrieved person. Any other expense incurred shall be paid by the party incurring same.

Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by representative(s) selected or approved by the Association. When the employee is not represented by the Association, the Association shall have the right to be present and to state its views at all written stages of the grievance procedure.

2. Reprisals

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

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One are to be oral. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms

Forms for filing grievances shall be available in the office of each building so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV
EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey Laws or other applicable laws and regulations.

B. 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. This clause shall not apply to the non-renewal of non-tenured employees, which remains a prerogative of the Board.

C. Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent

him/her during such meeting or interview. This would not include any normal routine evaluations as prescribed by law.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building shall be notified in advance of the time and place of all such meetings. Approval shall be given by the principal unless scheduling conflicts arise.

ARTICLE VI
WORK YEAR AND WORK SCHEDULE

A. Ten (10) Month Personnel

1. The first day of the in-school work year shall commence no earlier than September 1, and the last day shall be no later than June 30 of each school year. The school year for 1995-1996 shall consist of 180 student days and 3 non-student days. The school year for 1996-1997 shall consist of 180 student days and 4 non-student days. The school year for 1997-1998 shall consist of 181 student days and 4 non-student days.
2. A teacher may consider his/her work year ended after students have been dismissed for summer vacations and end of the year checklist requirements have been met.
3. Teachers new to the Alexandria school system shall be required to attend an orientation not to exceed one (1) day.
4. Teachers employed in a professional capacity during the summer shall be compensated at the hourly rate of \$18.79 during 1995-1996, \$19.59 during 1996-1997 and \$20.51 during 1997-1998.
5. Teachers employed in the professional capacity for homebound instruction shall be compensated at the professional summer employment rate. The Board will pay workshop presenters at the professional summer

employment hourly rate for the time it takes to deliver a Board approved workshop outside the regular work day or work year.

B. Twelve (12) Month Personnel

1. The work year for twelve (12) month employees shall begin on July 1 of each calendar year and end June 30 of the following year.
2. All salary increases for twelve (12) month employees will be effective on July 1 each year.

C. Work Schedule

1. Custodial Staff
Eight (8) hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible.
2. The workday shall commence at 7:30 a.m. and end at 3:30 p.m. unless otherwise indicated by immediate supervisor.

Snow Days and Other Emergencies

1. **Teacher attendance shall not be required** whenever student attendance is not required due to inclement weather.
2. Custodial staff
The length of the workday shall be at the discretion of the Chief School Administrator.
3. Secretarial Staff
Attendance shall not be required whenever student attendance is not required.

E. Overtime - Custodial Staff

1. Overtime shall be paid in compensatory time at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining forty (40) hours, the following shall count as regular workdays:
 - a. Holidays
 - b. Paid vacation days

- c. Other approved paid leaves (exclusive of sick days and personal days)
- 2. Any custodial employee called to return to work outside of his/her regularly scheduled shift shall be guaranteed a minimum of two (2) hours of overtime pay, at one and one-half (1-1/2) his/her regular hourly rate, provided that such return to work is not immediately prior to or after his/her regularly scheduled shift.
- 3. Time spent on bus runs shall not be considered part of custodial work hours.

F. Vacation Schedule

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

- 1. **Vacation eligibility shall be determined as of the anniversary date of employment.**
- 2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
- 3. Custodial and secretarial staff shall be eligible for vacations on the basis of the following years of experience in the Alexandria Township School District:
 - a. 1 Year 1 week
 - b. 2 - 7 Years 2 weeks
 - c. 8 - 14 Years 3 weeks
 - d. 15+ Years 4 weeks

Vacations must be taken before the next anniversary date and may not be taken back-to-back.

- 4. Custodians shall submit their vacation requests for approval prior to June 1 of each calendar year.

G. Holiday Schedule

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

- 1. **Scheduled Holidays - Custodial Staff**

- a. Labor Day
- b. Thanksgiving Day
- c. Christmas Day
- d. New Year's Day
- e. President's Day
- f. Good Friday
- g. Easter Monday
- h. Memorial Day
- i. Independence Day
- j. Three (3) Floating Days*

* A floating day is another holiday said employee would normally work. Employee is to use the floating day when school is not in session. Example of days school is not in session would be during Thanksgiving, Christmas, Easter, June (after last day for students), July and August. If floating day is not used, these days are not cumulative. Floating days must be taken before the next contract year. Permission for floating days must be approved.

- 2. The custodial staff will be given additional Friday or Monday holidays when Christmas and New Year's fall on a Saturday or Sunday. The half-day on Christmas Eve Day and New Year's Eve Day shall be granted at the discretion of the Chief School Administrator.
- 3. Scheduled Holidays - Secretarial Staff
 - a. Labor Day
 - b. N.J.E.A. Convention - 1 day
 - c. Thanksgiving and following Friday
 - d. New Year's Day and 2 workdays
 - e. Good Friday, Easter Monday and the following Friday.
 - f. Christmas Day and two workdays
 - g. Independence Day
 - h. President's Holiday
 - i. Memorial Day
- 4. Any holiday for the custodial and the secretarial staff which falls on a Saturday or Sunday shall be celebrated on the Friday before or Monday after, respectively.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

A. Lunch Period

All teachers shall have a daily duty-free lunch period of a least thirty (30) minutes.

B. Working Hours

A regular teacher's school day shall be defined as having an arrival time of 8:10 a.m. and a departure time of 3:40 p.m. Permission for earlier departure may be granted at the discretion of the Administration. The Board shall retain the option to adjust starting and ending times by up to fifteen (15) minutes sooner or later in the event that the Delaware Valley Regional Transportation routes make such adjustments necessary. In the event a change is made, three (3) months advance notice will be provided to the staff; however, the normal teacher's workday shall not exceed seven and one-half (7-1/2) hours; there will be no change in the normal student contact time as a result of such change, and the Board agrees that it or its designee will not initiate such changes at the Regional.

C. Teaching Load

Every effort will be made to balance teaching loads in individual buildings.

D. Preparation Time

Every full-time teacher shall have at least five (5) preparation periods a week (adjusted during holiday weeks), which shall be scheduled on a daily basis and shall not be less than thirty (30) continuous minutes during which he/she will not be assigned to any other duties. Every part-time teacher shall have a daily preparation period in proportion to his/her workday.

E. Staff Meetings

On the first Monday of the month, the administration may hold a staff meeting until 4:00 p.m. Said meeting shall be mutually planned by administration and teachers and will only be used for professional development activities.

F. "Back to School" Night

Teachers shall participate in one (1) "Back to School" Night each year. The staff shall have input as to the date of the "Back to School" Night.

G. Parent/Teacher Conferences

Parent/Teacher Conferences shall be scheduled during the Monday, Tuesday and Wednesday of the same week as the NJEA Convention. Each of these days shall be an early dismissal day for students and conferences shall commence after the teaching staff has had a duty free lunch. Two of the three days shall be reserved for day conferences and one day, either Monday or Tuesday, shall be designated for evening conferences. The teachers may leave at early dismissal on the scheduled day of evening conferences, returning in time for evening conferences. The evening conference period will involve an equitable exchange of time equivalent to the amount of time devoted to afternoon conferences.

The Administration and the Association will meet, discuss and consult with each other with regard to the implementation of the evening conference schedules.

H. The Wednesday before Thanksgiving shall be an early dismissal day. The last student day of the year shall be an early dismissal day for students.

PROFESSIONAL/TEACHER SALARY SCHEDULE
A-I For 1995-1996

			MA	MA+15	MA+30
STEP	BA	BA+15	BA+30	BA+45	BA+60
A	30500	31800	33100	34400	35700
B	31600	32900	34200	35500	36800
C	32800	34100	35400	36700	38000
D	33850	35150	36450	37750	39050
E	35000	36300	37600	38900	40200
F	36200	37500	38800	40100	41400
G	37400	38700	40000	41300	42600
H	38550	39850	41150	42450	43750
I	39700	41000	42300	43600	44900
J	40900	42200	43500	44800	46100
K	42100	43400	44700	46000	47300
L	43350	44650	45950	47250	48550
M	44740	46040	47340	48640	49940
N	46250	47550	48850	50150	51450
O	47880	49180	50480	51780	53080
P	50700	52000	53300	54600	55900

PROFESSIONAL/TEACHER SALARY SCHEDULE
A-2 For 1996-1997

			MA	MA+15	MA+30
STEP	BA	BA+15	BA+30	BA+45	BA+60
A	30800	32100	33400	34700	36000
B	32100	33400	34700	36000	37300
C	33400	34700	36000	37300	38600
D	34686	35986	37286	38586	39886
E	35736	37036	38336	39636	40936
F	36936	38236	39536	40836	42136
G	38136	39436	40736	42036	43336
H	39336	40636	41936	43236	44536
I	40486	41786	43086	44386	45686
J	41636	42936	44236	45536	46836
K	42836	44136	45436	46736	48036
L	44186	45486	46786	48086	49386
M	45586	46886	48186	49486	50786
N	46987	48287	49587	50887	52187
O	48997	50297	51597	52897	54197
P	50697	51997	53297	54597	55897
Q	52297	53597	54897	56197	57497

PROFESSIONAL/TEACHER SALARY SCHEDULE
A-3 For 1997-1998

			MA	MA+15	MA+30
STEP	BA	BA+15	BA+30	BA+45	BA+60
A	31000	32300	33600	34900	36200
B	32350	33650	34950	36250	37550
C	33700	35000	36300	37600	38900
D	35050	36350	37650	38950	40250
E	36407	37707	39007	40307	41607
F	37457	38757	40057	41357	42657
G	38707	40007	41307	42607	43907
H	39957	41257	42557	43857	45157
I	41157	42457	43757	45057	46357
J	42307	43607	44907	46207	47507
K	43607	44907	46207	47507	48807
L	45007	46307	47607	48907	50207
M	46697	47997	49297	50597	51897
N	48197	49497	50797	52097	53397
O	49697	50997	52297	53597	54897
P	51847	53147	54447	55747	57047
Q	53997	55297	56597	57897	59197

**TEACHER SALARY GUIDE FLOW CHART
FOR CURRENT STAFF**

1994-95	1995-96	1996-97	1997-98
			A
		A	B
	A	B	C
A	B	C	D
B	C	D	E
C	D	E	F
D	E	F	G
E	F	G	H
F	G	H	I
G	H	I	J
H	I	J	K
I	J	K	L
J	K	L	M
K	L	M	N
L	M	N	O
M	N	O	P
N	Q	P	Q
O	P	Q	Q
P	P	Q	Q

ACTIVITY SALARY SCHEDULE
Schedule B

ACTIVITY	AMOUNT		
	1995-96	1996-97	1997-98
Student Council Advisor	\$1,500	\$1,568	\$1,642
Girls' Soccer Coach	\$1,500	\$1,568	\$1,642
Boys' Soccer Coach	\$1,500	\$1,568	\$1,642
Softball Coach	\$1,500	\$1,568	\$1,642
Baseball Coach	\$1,500	\$1,568	\$1,642
Girls' Basketball Coach	\$1,688	\$1,764	\$1,847
Boys' Basketball Coach	\$1,688	\$1,764	\$1,847
Cheerleading Advisor	\$1,042	\$1,089	\$1,140
Yearbook Advisor	\$1,042	\$1,089	\$1,140
Detention Monitor	\$1,016	\$1,062	\$1,111
Referee & Umpire (up to 2 umpires per game)	\$45.00/game	\$45.00/game	\$45.00/game
Chaperone for School Dances	\$51.05/dance	\$53.35/dance	\$55.85/dance
Chaperone for School Games	\$34.38/game	\$35.93/game	\$37.62/game

Faculty who accompany students on overnight trips shall be compensated at the rate of \$50.00 per night. Any assistant coach shall be paid at two-thirds of the rate established for the coach.

Any changes in time involvement in an activity program or any additional activities over and above the previous year will automatically open that item to further negotiations of salary immediately.

SUPPORT STAFF SALARY SCHEDULE

Secretaries

Year	Percent	Minimum Salary	Maximum Salary
1995-96	4.19%	\$ 17,500	\$ 34,009
1996-97	4.50%	\$ 17,500	\$ 35,539
1997-98	4.70%	\$ 17,500	\$ 37,209

Secretaries: The secretaries maximum salary increase will be the same as the percentage increase as calculated on the Professional Salary Guide.

Full-time Instructional Aides:

Year	Percent	Minimum Salary	Maximum Salary
1995-96	4.19%	\$ 12,275	\$ 15,941
1996-97	4.50%	\$ 12,275	\$ 16,658
1997-98	4.70%	\$ 12,275	\$ 17,441

Custodians: Each custodian who has served for six or more months in the prior school year and who has been rated "satisfactory" shall receive a salary increase by the same percentage as calculated on the Professional Salary Guide.

Minimum and Maximum Salary Rates for Custodians:

Year	Percent	Full-time Custodial	Full-time Custodial Black Seal	Full-time Custodial / Maintenance Black Seal In-Charge
Minimum		\$ 17,000	\$ 19,000	\$21,000
		Maximum	Maximum	Maximum
1995-96	4.19%	\$ 29,985	\$ 31,985	\$ 33,985
1996-97	4.50%	\$ 31,514	\$ 33,514	\$ 35,514
1997-98	4.70%	\$ 33,183	\$ 35,183	\$ 37,183

Library Clerk:

Year	Minimum	Maximum
1995-96	\$8.00	\$8.34
1996-97	\$8.00	\$8.71
1997-98	\$8.00	\$9.12

ARTICLE VIII

PAYROLL DUES AND SUMMER DEDUCTIONS

A. Association Payroll Dues Deductions

The Board agrees to deduct from the salaries of its employees dues for the Alexandria Township Education Association, the Hunterdon County Education Association, the New Jersey Education Association, or the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. All other voluntary deductions shall be approved by the Board. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of

1969 (N.J.S.A. 52:14-14.9e) rules established by the State Department of Education, Chapter 477 PL 1979.

B. Summer Payroll Deductions

The Board agrees to withhold from the salaries of its teachers, who so indicate in writing, moneys for a summer payment according to Title 18A:29-3 of the statues of New Jersey.

C. Credit-Union Deductions

The Board agrees to withhold from the salaries of its employees who so indicate in writing moneys to be deposited in the Hunterdon County School Employees' Federal Credit Union, or the appropriate tax-sheltered annuities. All contributions shall be forwarded within 5 business days of the second payroll each month.

ARTICLE IX
EMPLOYEE WORK STATIONS

A. Travel

1. Employees who may be required to use their own vehicles in the performance of their duties and/or employees who are assigned to more than one (1) school per day shall be reimbursed at the prevailing federal IRS deduction rate for all driving done between buildings following their arrival at the first location at the beginning of their workday.
2. School van may be used for school related travel when available. Use of the van will be coordinated by the Chief School Administrator or his designee.

B. Procedure for Voluntary Change in Teacher Work Stations

1. The Chief School Administrator shall deliver to the Association and post in all school buildings a list of the known vacancies as they occur.
2. Teachers who desire a change in grade and/or subject assignments for the following year may file a written statement of such desire with the principal not later than April 30. Such statements shall include grade

and/or subject to which the teacher desires to be assigned in order of preference.

3. Every effort should be made to give primary consideration to a present teacher's request when a vacancy occurs.
4. In the determination of requests for a change in work station, the wishes of the individual teacher shall be honored to the extent that the courtesy of an interview be granted with the Personnel Committee of the Board.

C. Involuntary Reassignments

A meeting will be held between the employee involved and the supervisor at which time the employee shall be notified of the reason for the involuntary reassignment. The transfers shall not conflict with instructional requirements of the school system, and the best interest of the pupils.

D. Professional Summer Employment

The Chief School Administrator shall mail to the Association, and post in both buildings, a list of known positions which will be available for professional projects during the summer. Nothing shall be construed, however, to require the appointment of a staff member, or to preclude the Board from hiring from outside the District for such projects.

E. Mentoring

1. The Board will provide to the Mentor a copy of New Jersey Administrative Code and appropriate Board policy concerning mentoring for the Mentor's information.
2. Payment for mentoring will be through the Board business office, with deductions being made from the mentoree's salary.
3. The Board retains the right to assign mentorships to the staff. The Mentor shall not have the right to refuse a mentoring assignment.

ARTICLE X
EMPLOYEE EVALUATION

A. Procedure for Evaluating Professional Personnel Procedures

1. **Frequency**

- a. **Each** teacher shall be observed through classroom visitation by a certified supervisor at least once (tenured) or three times (nontenured) in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the evaluator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each observation shall consist of at least a full period.
- b. More than one (1) classroom visitation/observation shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference. All visitations/observations shall occur in the same work year.
- c. An additional observation may be made upon the request of the teacher.
- d. No visitation/observation will be made on days prior to Halloween, Easter, Christmas, or one week prior to the last day of regularly scheduled class at the end of the school year.

2. **Open Evaluation**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

3. **Copies of Evaluations**

A teacher shall be given a copy of any class visit evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. If mutually agreed-upon by teacher and evaluator, this one (1) day requirement may be waived.

4. **Conferences**

Evaluation conferences as described in Section A.1 of this Article shall occur within fifteen (15) working days of the observation. The conference shall be held within the school day giving the teacher a choice of using

planning period or after students leave but without loss of benefit to the teacher.

B. Procedure for Evaluating Non-Teaching Personnel

1. Frequency

Each employee shall be evaluated by his/her immediate supervisor at least one (1) time in each contract year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying deficiencies and extending assistance for their correction. An additional observation may be made upon the request of the employee and shall not occur on the same day as any other observation of said employee.

2. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

3. Copies of Evaluations

An employee shall be given a copy of any observation/evaluation report prepared by his/her supervisor/evaluator at least one (1) day before any conference to discuss it. If mutually agreed upon by employee and evaluator this one (1) day requirement may be waived.

4. Conferences

Evaluation conferences as described in Section B of this Article shall occur within fifteen (15) workdays of the observation. The conference shall be held during working hours and at a time nonconflicting with lunch or daily break times.

C. Representation at Evaluation Conferences

An employee reserves the right to representation in an evaluation conference if said employee feels such a conference could jeopardize his/her employment status and if said employee requests such representation.

ARTICLE XI
TEACHER FACILITIES

Listing of Facilities

Each school shall have the following facilities:

1. An adequately furnished room which shall be reserved for the use of teachers as a faculty lounge.
2. Properly lighted and clean rest rooms for the use of the teachers, separate from the students' rest rooms.

ARTICLE XII
SICK LEAVE

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

A. Accumulative

1. Ten (10) Month Employees

All teachers employed shall be entitled to ten (10) sick leave 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 leave days shall be accumulated from year to year with no maximum limit.

2. Twelve (12) Month Employees

All employees shall be entitled to twelve (12) sick leave 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 leave days shall be accumulated from year to year with no maximum limit.

- a. The Board agrees to compensate teachers for good attendance in accordance with the following:

Number of Days Absent in Any Year	Compensation
0	\$250
1	200
2	150
3	100
4	50
5 or more	-0-

- b. The Board agrees to compensate support staff employees for good attendance in accordance with the following:

Number of Days Absent in Any Year	Compensation
0	\$150
1	125
2	100
3	75
4	50
5 or more	-0-

- c. Days absent on bereavement leave following the death of an employee's spouse, parent, or child shall not be considered in determining compensation.

If the total number of days any employee is absent in any year (excluding bereavement leave for spouse, parent, or child) is not a whole number of days, compensation shall be based on the next whole number of days: e.g., 1.5 days total absence = 2.0 days for determining compensation due.

Compensation shall not be available to any employee who is absent on unpaid leave for any portion of the year or who is employed for less than the full year.

Compensation shall be prorated for a part-time employee.

Compensation shall be made on or about December 1, 1995 for attendance during the 1994-1995 year and on or about each succeeding December 1 for attendance in subsequent years.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE XIII
TEMPORARY LEAVES OF ABSENCE

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

A. Types of Leave

Employees shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year:

1. Personal

Two (2) days leave of absence for personal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least twenty-four (24) hours 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 other than that he is taking it under this Section.

2. Professional

A teacher who requests a day for professional reasons shall notify the Administrator in writing at least two (2) days in advance when possible. Professional day shall be defined as a day voluntarily used for improving teaching ability, approved by the building principal.

3. N.J.E.A. Convention

Personnel may attend the N.J.E.A. Convention. Those attending the convention shall receive \$30.00 per day for expenses and shall turn in vouchers.

4. Conference of Affiliates

Up to one (1) day for one (1) representative of the Association to attend conferences and conventions of state and national affiliated organizations.

5. Legal

a. Employment

Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system shall be granted, if the employee is required by law to attend, excluding any situation wherein the employee and Board are adversaries or as prescribed by law.

b. Personal

Up to two (2) personal legal days may be taken for any legal matter which requires a court appearance. This excludes traffic court.

6. Bereavement Leave

In the event of the death of an employee's relative, such employee may be granted time off up to the number of workdays indicated below for bereavement and funeral related purposes. Except in the event of very extenuating circumstances, bereavement leave shall only be granted during the period immediately following the relative's death. Parent, child, or spouse: Five (5) workdays.

Parent-in-law, sibling, sibling-in-law, grandparent, and any other member of the employee's household: Three (3) workdays. Spouse's grandparent, other blood relative, or close friend: One (1) workday.

7. Illness in the Immediate Family

An employee may be granted up to three (3) workdays in any year as may be required due to the serious illness of an employee's parent, child, spouse, or any other member of the employee's household.

B. In-Addition to Sick Leave

Leave taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

C. Personal Leave "Bank"

A personal leave "bank" is hereby created whereby days unused under paragraph A.1 of this Article may be donated by individual teachers and may be utilized by members of the bargaining unit who have utilized all of their allotted accumulated sick leave and partially compensated leave, on an emergency basis or in case of exceptional need. Permission to use such days shall be considered by the Board after receipt of a recommendation by a Committee of an equal number of representatives of the Board and the Association. It is understood that the Board shall not add days to the "bank" and that the "bank" shall be started with unused personal days leftover from the 1985-86 school year. An accounting of the personal leave "bank" for the prior school year shall be forwarded to the ATEA by November 1, of each contract year.

ARTICLE XIV
EXTENDED LEAVES OF ABSENCES

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

A. Medical Disability Leave

An employee may be granted an unpaid leave of absence for up to one year for medical disability substantiated by a certificate from a physician. Said leave shall commence upon the exhaustion of paid sick leave, or at such other date as may be requested by the employee and approved by the board.

Requests for disability leave shall be submitted by the employee at least ninety (90) calendar days in advance. However, in the event that ninety (90) days advance notification is not possible, the employee shall request the leave as soon as the need is known.

All requests for leave shall include the period of time requested and the specific date on which the leave will terminate and the employee expects to return to active employment.

In considering a request for a leave to commence at a time other than upon the exhaustion of sick leave, and in considering the termination date for any

requested leave, the board may adjust the actual commencement date or termination date after consideration of the employee's medical need, students' needs, and administrative factors.

To the extent possible, with due consideration of the employee's medical needs, leaves should not commence nor end during the school year except at the end of the second marking period.

B. Child Rearing Leave

A teacher shall be entitled to an unpaid leave of absence for one full school year and that portion of the prior school year which follows the adoption of a pre-school child or birth of an infant. Requests shall be made to the board at least ninety (90) calendar days in advance and all requests shall include the period of time requested and the date on which the leave will terminate and the employee expects to return to active employment (the start of the first or second school year immediately following the start of the leave or the start of the school year immediately following the child's second birthday).

Only one employee may request and be approved for a child rearing leave for the same child.

C. Illness in Family

An employee shall be entitled to an unpaid leave of absence for up to two (2) full school years for the purpose of caring for an ill member of the employee's immediate family. Requests shall be made to the board at least ninety (90) calendar days in advance. However, in the event that ninety (90) days advance notification is not possible, the employee shall request the leave as soon as the need is known. All requests shall include the period of time requested and the date on which the leave will terminate and the employee expects to return to active employment. Return to active employment may only be at the start of a student school year or at the midpoint of the year (the end of the second marking period/beginning of the third marking period).

D. Other Leaves

Tenured Teachers may request and be approved for unpaid leaves of absence for other purposes such as for Association Business, International and Federal

Programs, Military Service, and Education. Such leaves must be requested at least ninety (90) days in advance. Such leaves may commence at the start of the student school year and be for the entire school year or may commence at the midpoint of the student school year (at the end of the second/beginning of the third marking periods) and be for the second half of the school year. Such other leaves shall terminate at the start of the next student school year.

E. General Unpaid Leave Provisions

The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period.

While on leave, the employee shall not be considered to be in active service and shall not be entitled to any compensation and benefits granted to active employees. Accumulated and unused sick leave shall, however, be restored to the employee upon return to active employment.

Time absent on unpaid leave shall not be considered in determining eligibility for tenure, eligibility for a salary increment, nor for any other purpose.

An employee who has had a leave of absence shall not be entitled to request a subsequent leave of absence until he/she has returned to active employment for a period of time at least equal to the period of time absent on such prior leave.

An early return from an unpaid leave shall be permitted in the event of extenuating circumstances. Requests to return early starting with the beginning of the school year must be submitted by April 15. Requests to return early starting with the beginning of the third (3rd) marking period must be submitted by September 1. Extenuating circumstances shall include situations such as:

If on "Child Rearing Leave" - - termination of pregnancy or death of child;

If on "Illness in Family" leave - - significant change in the ill family member's condition.

In the event of extenuating circumstances, an employee may request that the board modify or waive any of the requirements stated within this article. Any such modification or waiver shall be at the sole discretion of the board.

ARTICLE XV
TEACHER DEVELOPMENT AND EDUCATION IMPROVEMENT

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

A. Tuition Aid

Any teacher holding permanent certification in the employ of Alexandria Township Board of Education shall be reimbursed upon acceptable completion of the course and presentation of grade for the amount paid for the course by the teacher, and books and any other required materials necessary for the course of study pursued by the teacher. The course or courses shall be approved in writing, in advance of the matriculation, by the building principal and when completed, the teacher shall submit receipts for the amount or amounts paid, and a transcript shall be provided as evidence of successful completion of approved courses and a minimum grade "C," or the equivalent, or a pass in a pass/fail course shall be attained. In the event that a course is canceled or dropped, the business office shall be notified as soon as possible.

In the event that an approved course is filled when applicant registers, another course in the prescribed curriculum for that degree program may be substituted without prior approval. Teacher will notify the Principal of the forced change within one (1) week of the change.

Any teacher who intends to take courses in the next contract year which will entitle him/her to increased compensation shall advise the principal in writing in November of the preceding contract year of the intention.

B. Course Scheduling

Courses taken by teachers shall not be discriminated against because of date or time given. However, the teacher shall choose a time not conflicting with the

regular working day. Following student dismissal a teacher may be granted an early departure at the discretion of the building principal.

C. Reimbursed Expenses

The cost of transportation and other reasonable expenses incurred in connection with any workshops, seminars, conferences and in-service training session approved by the building principal will be paid in full by the Board. All mileage shall be reimbursed at the current IRS deduction rate.

D. In-Service Workshops, Conferences, Programs

In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required.

E. In-school Credits

Approved in-school credits shall be counted as credits beyond BA, BS, MA, or MS degrees. The Association and the Board jointly agree that continuing educational training for teachers is a benefit to both the individual and the district. There shall be a joint committee established to evaluate and to recommend a compensation formula for both in-district and out-of-district workshops and the use of these courses for advancement on the salary guide. The first series of seminars to be considered would be Hunterdon 2001.

F. Tuition Reimbursement

Everyone meeting the definition shall be entitled to a minimum of \$600.00 in 1995-96, \$650.00 in 1996-97 and \$700.00 in 1997-98 for course reimbursement until the maximum authorized for tuition reimbursements is reached. All tuition reimbursement participants shall be eligible for additional course reimbursement over these minimums if by June 30 of the contract year the allocated maximum has not been depleted. This maximum shall be \$11,000 for 1995-96, \$12,000 for 1996-97, and \$13,000 for 1997-98 school year. At that time, the remaining money due to a particular teacher shall be reimbursed automatically. If more than one (1) person applies, the money shall be divided equally among the applicants. The amount received shall not exceed the amount paid by the participant. The amount of reimbursement shall be prorated for part-time employees. Reimbursement shall be made in the fiscal year of the year the course grade is submitted as proof of course completion; the course is

considered completed when the grade is submitted. An accounting of the distribution of tuition funds for the prior school year shall be forwarded to the ATEA by October 1 of each contract year.

G. **Course Reimbursement for Coaches and Extra Curricular Activity Supervisors**

Coaches and Extra Curricular Activity Supervisors shall be reimbursed for courses/workshops with prior approval of the board.

ARTICLE XVI
INSURANCE PROTECTION

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

A. **Coverage**

The Board shall purchase dental insurance for employees and health insurance for individuals or families. The health insurance will include: hospitalization, out-patient care, major medical and provision for retired teachers. The coverage will commence September 1 and end August 31 providing coverage for twelve (12) months for every employee employed in September for that year.

Effective July 1, 1993, the Board will purchase the State Health Benefits Program Prescription Drug Plan for employees only. The maximum cost to the Board will be \$35 per month for each employee. Any increase in the premium cost in ensuing years shall be born entirely by the employee.

Effective July 1, 1994, the Board will purchase dependent coverage for the employees in the Prescription Drug Plan. The maximum cost to the Board will be set to the cost of this coverage at the time of its purchase. Any increase in the premium cost in ensuing years shall be born entirely by the employee.

Personnel employed after September on a regular basis shall be covered as soon as possible and in compliance with the law. Board payments of insurance premiums shall cease with termination of employment.

B. Disability Insurance

Effective July 1, 1993, the Board will provide a disability plan which is substantially similar to the plan currently in effect. The Board shall provide this disability insurance program at a cost to the Board not to exceed \$200.00 per annum or the lowest rate of the plan per full-time employee. Any increase in the cost in ensuing years shall be born entirely by the employee.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

A. Retirement Clause

Refer to Article I, A. Unit for a definition of Association employees covered by this Article.

Subject to the following, an employee shall be paid upon retirement for accumulated unused sick leave at the rate of \$50.00 for each accumulated unused day up to a maximum of \$12,000 for all accumulated unused days.

To qualify, an employee must terminate employment with the district and must be eligible to actually retire and to immediately receive pension payments pursuant to the rules and regulations of the retirement system. Employees who are not eligible to retire and to start receiving a monthly pension payment immediately following their terminating employment with the district shall not be eligible for pay for accumulated unused sick leave.

An irrevocable written notice of resignation/retirement must be submitted to the Board by January 1 immediately preceding the effective date of resignation/retirement.

The effective date of resignation/retirement must be during the students' summer recess period.

Payment shall be made within forty-five (45) days after the effective date of resignation/retirement.

This benefit continues into the next negotiated agreement upon the express written agreement of both parties. Absent such agreement the benefit in the 1992-95 contract shall be restored.

B. Savings Clause

Except as this Agreement shall otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by the Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XVIII
PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all personnel now employed, hereafter employed, or considered for employment by the Board. One (1) copy shall be given to the Association President, to be filed with the UniService Office in Flemington, New Jersey.

ARTICLE XIX
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, on the day and year first above given.

ALEXANDRIA TOWNSHIP
EDUCATION ASSOCIATION

ALEXANDRIA TOWNSHIP SCHOOL
DISTRICT BOARD OF EDUCATION

By: Samuel W. Meyers
President

By: Douglas E. Linden
President

Attest:

By: Susan M. Lawson
Secretary

By: Barbara E. Rowh
School Business Administrator/
Board Secretary

Date: 11/29/95

