

April 29, 2004

AGREEMENT

between the

SOUTH BRUNSWICK BOARD OF EDUCATION

and

SOUTH BRUNSWICK EDUCATION ASSOCIATION

July 1, 2003 to June 30, 2006

TABLE OF CONTENTS

<u>Article Number</u>	<u>Article Title</u>	<u>Page</u>
	Preamble	1
	Resolutions	1
1	Recognition	1
2	Negotiation of Successor Agreement	2
3	Rights of the Board	3
4	Rights of the Teachers	3
5	Association Rights and Privileges	4
6	Grievance Procedure	6
7	Employment	10
8	Work Year	11
9	Non-Teaching Duties	12
10	Assignment	13
11	Voluntary Transfers and Reassignments	14
12	Involuntary Transfers and Reassignments	15
13	Promotions, Posting and Vacancies	16
14	Evaluation and Personnel Files	17
15	Teaching Hours and Teaching Load	19
16	Facilities	22
17	Professional Development and Educational Improvement	22
18	Sick Leave	24
19	Temporary Leaves of Absence	28
20	Extended Leaves of Absence	29
21	Sabbatical Leave	31
22	Protection of Employees, Students and Property	33
23	Health Benefits	33
24	Summer Employment	35
25	Salary	36
26	Miscellaneous	37
27	Maintenance of Classroom Control and Discipline	38
28	Instructional Council	39
29	Health and Safety Council	39
30	Enrollment Plan	40
31	Representation Fee	40
32	Work Continuity Clause	42
33	Fully-Bargained Provision	43
34	Duration of Agreement	44

TABLE OF CONTENTS, continued

Appendix 1-A	Salary Guide – 2003-2004	45
Appendix 1-B	Salary Guide – 2004-2005	46
Appendix 1-C	Salary Guide – 2005-2006	47
Appendix 2	Salary Schedule for Other Professional Personnel	49
Appendix 3	Extra-Curricular Salary Guide	50
Appendix 4	Salary Schedule for Additional Professional Personnel	56
Appendix 5	Trainer	57

PREAMBLE

This Agreement is entered into this first day of July, 2003, by and between the Board of Education of the Township of South Brunswick, New Jersey, hereinafter called the "Board" and the South Brunswick Education Association, Inc., South Brunswick Township, New Jersey, hereinafter called the "Association".

RESOLUTIONS

WHEREAS, the Board and the Association have negotiated in good faith in accordance with the New Jersey Employer-Employee Relations Act, Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974.

WHEREAS, the Board and the Association have reached agreement on items contained in this Agreement, be it

RESOLVED, that it is hereby agreed as follows:

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel employed by the Board, whether under contract or not, on leave, or on a per diem basis as supplementary or home instructors, but excluding:

- Superintendent
- Assistant Superintendents
- Board Secretary/Business Administrator
- Directors
- Supervisors
- Principals
- Vice-Principals
- Assistant Principals
- Program and Assessment Coordinator
- Assistant to Principal for Student Activities and Athletics at High School
- Administrative Aides at middle schools, and High School
- Computer Development Specialist

- B. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the Trainer as set forth in Appendix 5.
- C. Unless otherwise indicated the term "teachers" used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the unit as defined in paragraph A. above.
- D. The term "employee(s)" shall refer only to bargaining unit members as defined in A. and B. above.
- E. References to males shall include females, and references to females shall include males.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws of 1974, in good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiation shall begin not later than the date set by PERC. Any agreement so negotiated shall apply to all teachers. It shall be reduced to writing, and subject to ratification by both parties, be signed by the Board and the Association, and be adopted by the Board.
- B. Neither party in the negotiations shall have any control over the selection of the negotiating representatives of the other party. 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.
- C. Each party may have consultants present during negotiations. When mutually agreed upon, clerical assistance and consultants shall be contracted by both parties; in such case, the costs will be shared equally by the Association and the Board.
- 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.

ARTICLE 3
RIGHTS OF THE BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State Law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations,
1. to hire, promote, transfer, assign and retain teachers in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees,
 2. to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administration or supervisory organization of the district or for other good cause (N.J.S.A. 18A:28-9),
 3. to maintain the efficiency of the school district operations entrusted to them,
 4. to determine the means by which such operations are to be conducted and,
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE 4
RIGHTS OF THE TEACHERS

- A. The South Brunswick Township Board of Education recognizes that teachers shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any teacher organization or to refrain from such activity.
- B. In the event that a teacher is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the teacher in his/her position of employment, or could affect terms and conditions of employment,

then the teacher shall be given at least five (5) calendar days prior written notice, except during holiday periods (days would be counted before the holiday began and counting resumed when school resumes) stating the reasons for such meeting and

shall be entitled to have a representative of his/her own choice present to advise him/her during such a meeting.

- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. If a student's grade evaluation is changed, the person making such change shall initial the change. The teacher assigning the original grade shall be notified within ten (10) days of such change.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that the Association shall have access to all available information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance. The Board shall provide such data in a reasonably prompt manner. In most cases, this shall not exceed two full work weeks from the date of the Association request.
- B. Grievance conferences, proceedings and negotiations shall normally be scheduled at times other than regular school hours. However, when the Board or its representatives require or agree to the attendance of any employee to participate in any such activity during regular working hours, he/she shall suffer no loss in pay for such time spent.
- C. Association officers and committees may conduct Association business during school hours provided that this in no way interferes with the normal operation of the schools. School facilities may be used for Association meetings provided that prior approval is obtained from the building principal.
- D. The Association agrees to reimburse the school district for the actual cost of supplies used, if such were purchased by the school district.
- E. Association, state and national representatives, will first report to the principal and secure permission before visiting the school or meeting with individual teachers during school hours.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room. The Association shall also be assigned space on the central office bulletin board for posting material by prior approval of the principal. The location of Association bulletin boards in faculty lounges or teachers' dining rooms shall be designated by the Association. Copies of

all materials to be posted on such bulletin boards shall be given to the building principal.

- G.
 - 1. The Board shall grant a leave of absence without pay to the President of the Association for the succeeding school year, providing a written request is made to the Superintendent of Schools no later than June 1st of the preceding school year.
 - 2.
 - a. Commencing on the September 1st after his/her election, the work day schedule of the Association President, who is a high school teacher, shall reflect a release from a duty period. In addition, the unassigned period and the period during which duties could have been assigned absent the first sentence of this provision shall be scheduled either at the end of the normal work day or adjoining the teacher's lunch period.
 - b. Commencing on the September 1st after his/her election, the work day schedule of the Association President, who is a middle school teacher, shall reflect the scheduling of an unassigned period either at the end of the normal work day or adjoining the teacher's lunch period.
 - c. Commencing on the September 1st after his/her election, the work day schedule of the Association President, who is an elementary school teacher, shall reflect scheduling of "specials" time either at the end of the of the normal work day or adjoining the teacher's lunch period.
 - 3. The Association President will be granted two (2) paid leave days per year for Association business with one (1) week's advance notice to the Superintendent. Said days may be taken in half day increments.
- H. The Association shall be informed in writing of the dates, times and places of orientation and/or first faculty meetings in each school. This notice shall be provided to the Association prior to August 15th each year.
- I. Required permission or approval as stated in this Article shall not be unreasonably withheld by any administrator or representative of the Board.
- J. The rights and privileges of the Association and its representatives as set forth in this Article shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organization.

ARTICLE 6
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by a teacher, a group of teachers, or the Association based upon the interpretation, application, or violation of policies, agreements, and administrative decisions affecting a teacher, group of teachers or the Association.

B. Purpose

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible level. Both parties agree that these proceedings will be kept confidential except where otherwise stated in this agreement.

C. Rights of the Aggrieved

Any individual teacher represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. Any grievant may represent himself/herself through Step 3 of this procedure. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. The administration shall notify the Association of the date and time of the meeting. Only the Association may process grievances through arbitration.

D. Grievance Notification

The Association shall be notified in advance of any grievance meeting which involves a teacher who has chosen to be represented by the Association in that grievance.

E. Procedure

1. Conditions

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any level of the procedure.

- b. During and notwithstanding the pendency of any grievance, teachers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- c. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.
- d. A grievance of a decision, interpretation, policy, or agreement, which is not within the prerogatives of the administration of the aggrieved teacher's school building may be initiated at Level Two. A copy of the grievance shall, however, be given to the principal or appropriate administrative agent of the aggrieved teacher's school building before the grievance is initiated.
- e. In the event that the grievance is filed near the end of the school year, and the time limits extend beyond the school year, the number of days specified at various levels shall be changed so that:

3 school days become 5 calendar days
5 school days become 7 calendar days
10 school days become 14 calendar days

with the following exception: if the principal or appropriate administrative agent or Superintendent is on vacation when the grievance comes to his/her level, the time schedule shall begin with his/her return unless he/she has designated another administrator to handle the grievance.

2. Level One

- a. A teacher with a grievance shall first discuss it with his/her building principal or appropriate administrative agent within thirty (30) calendar days of its occurrence. The teacher shall state at the outset that he/she is initiating Level One of the Grievance Procedure.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she shall set forth his/her grievance in writing to the principal or appropriate administrative agent specifying:
 - (1) the nature of the grievance;
 - (2) the nature and extent of injury, loss or inconvenience;
 - (3) the result of previous discussion;

- (4) his/her dissatisfaction with the decision previously rendered, and
- (5) the remedy sought.

- c. The principal or appropriate administrative agent shall communicate his/her decision to the teacher in writing within three (3) school days of receipt of the written grievance.
- d. A copy of every grievance, written statement of its resolution and relevant supporting documents shall be forwarded to the Superintendent of Schools by the building principal or appropriate administrative agent.

3. Level Two

No later than five (5) school days after receipt of the decision, the teacher may appeal the principal's or appropriate administrative agent's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and must state the grievance submitted to the principal as specified above and the teacher's dissatisfaction with the principal's decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the teacher and the principal.

4. Level Three

If the grievance is not resolved to the teacher's satisfaction, he/she may request a review by the Board of Education. This request must be submitted no later than five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance, and shall, at the option of the Board, hold a hearing with the teacher and shall render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

5. Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the teacher and the teacher wishes review by an arbitrator, he/she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

- (1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either:
 - (a) beyond the scope of Board authority or
 - (b) limited to action by the Board alone.
 - (2) A complaint of a non-tenured teacher which arises by reason of his/her not being reemployed.
 - (3) A complaint of a teacher in a non-tenured position which is made solely by reason of his/her not being employed, reemployed, retained, or continued in his/her position.
- b. The following procedure will be used to secure the services of an arbitrator:
- (1) A request will be made by the Association within seven (7) school days of the notification of the Superintendent to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the submitted list, PERC may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days after the close of hearing.
- d. The arbitrator's fee shall be shared equally by the Board and the Association.

ARTICLE 7
EMPLOYMENT

A. Initial Placement On The Salary Guide At The Time Of Hire

Each teacher shall be placed on the salary guide as follows:

1. Full teaching experience credit on the salary guide shall be for not less than six (6) years of previous teaching experience, as long as said teaching experience has occurred within the prior ten (10) years.
2. In addition, credit may be granted for additional years of teaching experience at the discretion of the Superintendent up to the last step on the guide.
3. Other kinds of experience credit may be substituted for teaching experience credit at the discretion of the Superintendent, giving total credit up to Step 12 on the guide.
4. A maximum of four (4) years of military service may be granted in lieu of teaching experience. Each year of military service shall be a calendar year.
5. The total maximum credit under 1., 2. and 4. above shall be up to the last step on the guide.

B. On or before the date prescribed by law, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30th notice of their employment status for the next year. That notice will be sent to the teacher through the mail and at the address they designate for their home. The notice will be either:

1. A written offer of a contract for the next year, or
2. notice that such employment shall not be offered.

C. Teachers denied an increment shall be notified on or before April 30th in writing and through the mail to their home.

D. Pay Checks

1. Pay checks will be issued semi-monthly.
 - a. An employee must inform the Business Office on the direct deposit application form of his/her desire to participate in direct deposit by August 1. Absent such a form each year, it is presumed that the employee does not wish to participate until the next school year.

- b. All direct deposits will be of the entire paycheck. There shall be no partial direct deposits.
 - c. The Board shall have no responsibility for receiving bank rules regarding access to deposited funds.
 - d. The employee may withdraw from direct deposit with reasonable written notice. However, no employee who has withdrawn may re-enter the plan until the next school year.
 - e. Effective July 1, 2003, all new unit members shall be paid through a direct deposit system under rules established by the Administration.
2. Coaches shall be paid in two equal payments on the following schedule:
- | | |
|-----------------|---|
| Fall sports - | September 30 and November 15 |
| Winter sports - | January 15 and the last day of February |
| Spring sports - | April 15 and May 30 |
- E. For every teacher who requests it, the Board shall deduct a sum determined by the individual teacher, in ten (10) equal payments over the school year. Said monies shall be remitted to the bank designated by the Association in two (2) equal installments by the 15th and the 30th of each month. The Board has no liability and/or responsibility to any person, corporation, or association for any failure, error, omission, mistake, or loss after making said deduction and subsequent payment to the designated bank. Before any deduction is made, written authorization shall be submitted on behalf of every teacher affected, on forms approved by the Board and the Association. The filing of a notice of revocation of said authorization with the Secretary of the Board shall not be effective until January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed. Authorization for deduction received after August 1 will commence with the third pay period following said authorization. (See Article 29 for Agency Fee agreement.)

ARTICLE 8
WORK YEAR

A. Procedure for Establishing Calendar

A committee of five [5] (three [3] members chosen by the South Brunswick Education Association and two [2] members chosen by the South Brunswick School Administrators Association) will recommend a school calendar for the coming school year. One person from the Central Office Administration shall meet with the committee as a non-voting consultant. The first meeting will be set by the Superintendent before March 1. By the first Monday of April, the committee will report its recommendations to the Superintendent of Schools for approval. Any change in the recommendations will be discussed with the committee by the Superintendent before adoption by the Board of Education. The school calendar will be adopted no later than the first regular Board meeting in May.

B. Length of Work Year

1. a. Teachers employed on a ten (10) month contract shall be required to work a maximum of 186 days between September 1 and June 30 of the appropriate school year.
 - b. Teachers newly employed may be required to work three (3) orientation/professional development days prior to the opening of school. These teachers shall receive written notice at the time of hire, or by June 30, whichever is later, as to when these days will occur. The Association will be notified in writing of the scheduling of these days.
 - c. Second year teachers may be required to attend two (2) orientation/professional development days prior to the arrival of the balance of the teaching staff. Third year teachers may be required to attend one (1) orientation/professional development day prior to the arrival of the balance of the teaching staff. All such days shall not be student contact days.
2. Teachers employed on a twelve (12) month contractual basis shall be required to work a minimum of two hundred and twenty-six (226) days and shall be entitled to a one (1) month vacation and all legal holidays which occur when school is closed plus one (1) additional day during each of the winter and spring breaks. All vacations shall be arranged in accordance with the best interests of the school system.

ARTICLE 9
NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- B. The procedure to implement the following process shall be determined by the principal and staff of each building and implemented on September 1, 1979.
 - 1. All teachers at the High School shall aid in the supervision of the cafeteria during lunches on a rotating basis. No teacher shall work more than five (5) thirty-minute (30) lunch periods per year. The time spent on this duty shall be included in the time spent on non-teaching duties on that day.
 - 2. Teachers at middle schools on a rotating basis will aid with the loading and unloading of school buses. This supervision will take place during the fifteen (15) minutes prior to the beginning of school and the fifteen (15) minutes at the close of the school day.
 - 3. Elementary teachers shall be assigned on a rotating basis, as needed by the building principal, to assist in the supervision of students entering the building during the fifteen (15) minute period prior to the beginning and/or after the student school day.

ARTICLE 10
ASSIGNMENT

- A. Insofar as possible, all teachers who are employed at the beginning of the school year shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming academic year not later than August 1st for the High School and middle schools and not later than June 15th for the elementary schools.
- B. The Superintendent of Schools shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher except for good cause. The Superintendent shall give notice of these assignments to new teachers as soon as practicable and except in case of emergency, not later than August 1st.
- C. In the event that changes in subject assignments, grade-level assignments, or building assignments are proposed, the Association and any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent and/or building principal and the teacher affected, and, at his/her option, a

representative of the Association. In the event of any disagreement as to such changes, at the request of the teacher, a meeting will be held with the Superintendent of Schools. The decision of the Superintendent, however, shall be final and not subject to the grievance procedure.

- D.
 - 1. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
 - 2. Teachers whose duties require them to work in more than one (1) location within the school district shall be reimbursed for extra travel due to this assignment. The reimbursement rate shall be that set by the IRS. No travel allocation shall be made between home and school.
- E. The Board will form, to the extent possible, a list of substitutes for teachers, classroom specialists and nurses. Names of substitutes approved by the Board will be added to the list within seven (7) days of the Board meeting and will be forwarded to the S.B.E.A. President.
- F. Mentoring
 - 1. No more than two teachers shall act as mentors to a provisional teacher.
 - 2. First-time mentors shall be provided with two (2) hours of training prior to commencing their mentoring duties and one (1) additional hour of training prior to December 1. These mentors shall be paid for each hour of training at the rate set forth in Article 24, B.
 - 3. Mentor teachers should be selected first from among qualified tenured volunteer staff members.
- G. When a music teacher is assigned to a full teaching schedule during the regular school day and also agrees to teach a music session in the period before or after the normal school day, such teacher shall be paid for each music session at the hourly rate of \$33.55 for 2003-2004, \$34.89 for 2004-2005 and \$36.29 for 2005-2006. The before and/or after school sessions and their compensation shall not be used to limit or modify the full-time status of a teacher for the normal school hours.

ARTICLE 11
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 1. Such a request shall include the school or schools to which he/she desires to be transferred in order of preference. As soon as practicable and no later than June 15th, the Superintendent shall notify the teacher requesting such transfer and the Association of the transfer if it is made.
- 2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire(s) with the principal not later than April 1. Such a request shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.
- B. In the event that a transfer or reassignment is denied, the teacher may request a meeting with the principal or principals concerned to discuss reasons for the denial, and may appeal the decision to the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure.

ARTICLE 12
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. In those cases where vacancies as defined in Article 13 can be filled by means of voluntary transfer, requests of qualified teachers for a voluntary building transfer, grade or subject reassignment shall be given consideration before an involuntary transfer is made.
- B. Notice of an involuntary building transfer, grade or subject reassignment shall be given in writing to teachers as soon as practicable and, except in cases of emergency, not later than the second Wednesday in June. After the meeting with the Superintendent, if the teacher is dissatisfied with the decision, he/she indicate in writing that the transfer is involuntary. Backup materials which go to the Board of Education shall contain a copy of this signed statement. The Association shall also be given a list of the teachers who have signed such a statement.
- C. 1. In those cases where involuntary transfer is being made under A. above, the building principal shall meet with the teacher affected and inform him/her of the transfer or reassignment. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may at his/her option have an Association representative with him/her at such meeting. After the meeting with the Superintendent, if the teacher is dissatisfied with the decision, he/she shall indicate in writing that the transfer is involuntary. Backup materials which go to the Board of Education shall contain a copy of

this signed statement. The Association shall also be given a list of the teachers who have signed such a statement.

2. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the South Brunswick School District, length of service in that particular school building, the best interests of the school system and other relevant factors will be considered in determining which teacher is to be transferred or reassigned.
- D. Upon request, a list of open positions in the school district shall be made available to teachers being involuntarily transferred. Consideration will be given to the teacher's choice among those positions that are vacant. The decision of the Superintendent, however, in transferring or reassigning of personnel shall be final and not subject to the grievance procedure.
 - E. Teachers shall be given a signed copy of their notice of transfer no later than the second Wednesday in June of the school year preceding said transfer.
 - F. Teachers who are transferred to a different building shall be compensated \$100.

ARTICLE 13
PROMOTIONS, POSTING AND VACANCIES

- A. The word "vacancy" as used in this contract may be defined as:
 1. A new position.
 2. A position from which a teacher has resigned.
 3. A position from which a teacher has been relieved as a result of evaluations through the procedure in this contract.
 4. A position which is vacated due to transfer, leave or promotion.
- B. All vacancies shall be posted on each staff bulletin board in accordance with the following procedure:
 1. When school is in session a notice shall be posted in each school indicating the position that is open and the final dates for filing applications. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such specific vacancies must submit their applications in writing to the Superintendent within the time limit specified on the notice. The Superintendent shall acknowledge the receipt of the application in writing.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session, shall submit their names to the Superintendent, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.
- C. As vacancies occur, the Superintendent of Schools shall forward to the Association a list of such vacancies.
 - D. Every teacher who applies for a position, including one on the supervisory or administrative level, and who possesses the education, certification, and prior experience requirements for the position shall be given consideration in the appointment process. The Board agrees to give consideration to the professional background and attainments of the applicants as well as other relevant factors. The decision of the Board on the filling of vacancies shall be final and shall not be subject to the grievance procedure.
 - E. Notification of appointments made shall be given to all applicants and the Association.

ARTICLE 14
EVALUATION AND PERSONNEL FILES

- A.
 1. All appraisals of the work performance of a teacher shall be conducted and with full knowledge of the teacher. Teacher evaluations will be conducted in accordance with the Administrative Code.
 2. The whole process of observation, conference, and written appraisal shall be done in a timely manner as each component relates to the other.
 3. Written evaluations of observations shall be provided for non-tenured teachers at least three (3) times per year.
 4. A written evaluation of an observation(s) shall be provided for tenured teachers at least one (1) time per year.
 5. The supervisor or administrator who conducts the observation shall give the teacher the opportunity for an informal post-observation conference with him/her within three school days of the observation. The purpose of this conference is to review the lesson observed and for both the supervisor and the teacher to clarify matters relevant to the observation.

6. After the conference in 5. above, the supervisor shall provide the teacher with a draft evaluation report.
7. Upon receipt of the draft evaluation report, the teacher may request an additional conference with the supervisor. The request shall be made within five (5) school days of the teacher's receipt of the evaluation report.
8. The teacher shall be given ample time to review the draft report prior to the conference set forth in 7. above.
9. The conference set forth in 7. above shall be used to review pertinent factors relating to the teacher's performance.
10. If there are changes in the draft evaluation report after the conference set forth in 7. above, the teacher shall be given the final written evaluation of the observation within three school days of that conference.
11. The teacher shall have two (2) school days after the last conference to study the written evaluation prior to signing it. The teacher shall not be asked to sign any copies of the evaluation report at any conference. Teachers shall be required to sign only complete written evaluations of the observation. Such signature indicates neither agreement nor disagreement with the written evaluation of the observation.
12. If he/she so desires, the teacher may respond in writing within ten (10) school days to a written evaluation of the observation. The teacher's response shall be signed and dated by both the teacher and the administrator in acknowledgment of its receipt.
13. Each teacher shall receive a written annual summative evaluation report.
14. No summative evaluation report, written evaluation of an observation, nor non-tenure folder material shall be submitted to the Central Office and placed in the teacher's file without prior conference with the teacher.
15. The conference to discuss the written annual summative evaluation report shall be held within five (5) school days of the teacher's receipt of the written annual summative evaluation report.
16. The conference in 15. above will be used to review pertinent factors relating to the teacher's performance.
17. The teacher shall be required to sign only the complete written annual summative evaluation report, and all non-tenure folder materials. Each item in the folder must be individually signed by the teacher. Such signature

indicates neither agreement nor disagreement with the document by the teacher.

18. If he/she so desires, the teacher may append a statement to the written annual summative evaluation report within ten (10) school days of the conference in 15. above.
 19. The written annual summative evaluation report of the tenured teacher shall be completed **and** on file in the Central Office by June 15th of the year that is being evaluated.
- B. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no document and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.
- C. Any complaints regarding a teacher made to any member of the administration by an parent, student, or other person which are used in any manner in evaluating a teacher, shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint(s).
- D. 1. A teacher shall have the right upon request to review the contents of his/her personnel file, except that confidential records such as: personal references, academic credentials and other similar documents shall not be open for review.
2. No material derogatory to a teacher's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to a statement on the file copy which indicates that he/she has "had an opportunity to review such material but by affixing his/her signature, he/she neither agrees nor disagrees with the contents". The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE 15
TEACHING HOURS AND TEACHING LOAD

- A.
1. Teachers shall indicate their arrival and departure from duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
 2. The arrival and departure times of all teachers shall be dependent upon the school hours' schedule of the individual schools and the needs of the students.
 3. As professionals, teachers may be expected to devote to their assignments, the time necessary to meet their responsibilities. Teachers shall normally be required to report twenty (20) minutes before the opening of the school day and shall be required to remain a reasonable time after the close of the school day. The foregoing is not intended to restrain or restrict the teacher from exercising his/her professional responsibility to assist students after school has been dismissed, when such help is needed or requested.
- B.
1. The daily teaching load in the High School shall be a maximum of six (6) teaching periods or three hundred (300) minutes of pupil contact. Effective September 1, 2000, the maximum student day in the High School shall be no longer than 6 hours, 55 minutes.
 2. Effective September 1, 2000, the maximum student day at middle schools shall be no longer than 6 hours, 55 minutes. Effective September 1, 2000, the maximum student day in the elementary schools shall be no longer than 6 hours, 25 minutes. The daily teaching load in middle schools and the elementary schools shall be a maximum of five (5) hours and fifteen (15) minutes of pupil contact over any five day, full day school week with no day to exceed 325 minutes (5 hours, 25 minutes) of pupil contact. When the average five day contact time or the individual day pupil contact maximum is exceeded, the Board shall compensate the teacher at the rate set in Article 24, B. per hour for such time in excess of the pupil contact maximums.
 3. The additional time negotiated by the parties effective September 1, 2000, can be used for pupil contact, including instructional contact, up to the time limits set forth in B. 1. and B. 2. above. "Contact time" is defined as beginning when the teacher is required to be in the classroom.
 4. Content Area Chairpersons who coordinate a single area, shall be assigned to four (4) teaching periods as defined in Section B.1.

Content Area Chairpersons who coordinate more than one (1) area, shall be assigned to three (3) teaching periods as defined in Section B.1.

Content Area Chairpersons may be excused from regular study hall duties and homeroom assignments as deemed necessary by the Building Principal.

5. House Leaders and the Student Activities Coordinator at the High School shall be assigned no duty and no more than four (4) teaching classes. If the block schedule is in effect, the schedule will be no more than two (2) blocks a day.
 6. The Staff Aide for Curriculum, Assessment and Instruction and the Staff Aide for Student Affairs/Administrative Services at the 7/8 grade school shall be assigned no more than one (1) teaching period.
 7. Per diem and permanent substitutes are excluded from the limits set in B.1. and B.2. above.
- C. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.
 - D. Building-based teachers are required to remain after the end of the regular work day, without additional compensation, for the purpose of attending general faculty meetings as reasonably required.
 - E. Written notice and the agenda for a faculty meeting shall be given at least twenty-four (24) hours prior to the meeting except in an emergency. An emergency shall be defined as situations involving the health and welfare of students and/or professional staff. Teachers shall have the opportunity to add items to the agenda.
 - F. During each parent conference cycle, any teacher who has in-person parent conferences either before or after the regular work day shall not be required to remain in school beyond student dismissal if he/she has no conferences scheduled during that afternoon. For all other teachers, the regular school work day shall be observed.
 - G. Teachers who attend district training workshops at the written direction of the building administration that carry over or are held after normal school hours shall have the choice of financial remuneration according to Article 24 B. rate or credit toward salary guide movement according to District guidelines.
 - H. When student loads warrant, teachers of cooperative education classes shall be provided a preparation period in lieu of a duty period.
 - I. The use of accrued compensatory time shall be mutually agreed upon between the unit member and his/her supervisor and must be used within the school year in which it is accrued. Approval for use of compensatory time shall not be unreasonably denied.

- J. Any teacher who is required to attend more than one Back to School Night and is not compensated with an early release day, shall receive payment at the rate set forth in Article 24, B.
- K. The parties agree to establish a committee to study current schedules to see if one guaranteed preparation per day is possible for each teacher. The committee shall consist of four (4) teachers appointed by the Association President, two administrators and two (2) Board members. The Association will appoint the chairperson. The committee will begin its work in the month after ratification of the 2003-2006 Agreement. The committee will meet at least once per month.

ARTICLE 16
FACILITIES

- A. To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board of Education will aim to provide facilities for teaching such as the following:

Storage space for material and supplies, desk, chair, and filing cabinet if appropriate to the position, chalk boards, bulletin boards, books, paper, pencils, pens, chalk, erasers, closet space for storage of personal articles, restrooms and teacher lounge.

It is the intent of the Board to continue its efforts to keep the schools reasonably and properly equipped and maintained.

- B. Each school shall have an air-conditioned teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.
- C. Teachers who work in more than one building on a regular basis shall be provided lockable, individual file space. Each traveling teacher shall be provided with a scheduled space in the school for student instruction.

ARTICLE 17
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Beginning no later than October 15th of each school year, the child study team and/or the resource room teacher shall share with all other staff members who are responsible for a student, the diagnosis, planning, implementation and evaluation of the student's individualized educational program. Such educational plans shall follow state regulations.

- B. Members of professional staff are encouraged to attend and participate in professional organization meetings and conferences at a local, state, and national level which serve as a stimulus to professional interest and growth and affect general school improvement.
- C. The Superintendent may authorize absence of individual teachers for professional purposes with full pay and expenses not to exceed five (5) school days in any school year in addition to professional meetings scheduled on the school calendar.
- D. Reimbursement of tuition and textbook costs

Tenured teachers who take graduate level courses directly related to the assignment of the teacher at the time the course is taken or in one of the following areas: reading, library science, special education, guidance or computer science shall be eligible to receive reimbursement for the costs associated with the enrollment according to the following provisions:

- 1. Year: 2003-2004 – Maximum District cost: \$80,000
A per teacher limit of \$750 for each of two courses

Year: 2004-2005 – Maximum District cost: \$85,000
A per teacher limit of \$800 for each of two courses

Year: 2005-2006 – Maximum District cost: \$90,000
A per teacher limit of \$850 for each of two courses

Tuition reimbursement will be available only to tenured teachers.

- 2. Reimbursement shall be made for the first approved course up to the maximum per teacher per course limit set in D. 1. above. If there are insufficient funds for full reimbursement of the second course under the maximum District cost set in D. 1. above, the remaining monies shall be divided equally among all teachers who have a second approved course, but in no case shall an individual's reimbursement be greater than the cost of the course.
- 3. Teacher requests for reimbursement shall be accepted for a two week period starting: July 1, November 1 and April 1 each year. All requests for course approval and tuition reimbursement must be made on the appropriate forms.
- 4. The Superintendent will notify applicants of approval/denial of requests for courses prior to registration. Confirmation of acceptance of reimbursement shall be provided within two (2) weeks of the close of each application submission period.

5. In order to be eligible for reimbursement, a grade of "B" or better must be earned and the teacher must present the District with proof of enrollment, proof of payment and proof of grade.
 6. Grade verification must be supplied to the District no later than June 20. Reimbursement shall be made by August 1.
 7. Teachers, with the exception of those on approved leaves of absence, who do not return to the school district shall not be reimbursed for courses taken in the prior year unless the teacher has been reduced in force.
 8. The parties agree to study the workings of these provisions annually in order to perfect this system.
- E. Teachers who complete the process for National Board for Professional Teaching Standard Certificate shall receive \$2000 reimbursement for fees.
- F. An employee holding a NBPTSC shall receive an annual stipend of \$750 as long as the certification is current (must recertify per rules to maintain stipend). If the State makes an equal or greater payment for the NBPTSC, the District payment will not be made. If the State makes a payment less than \$750 annually, the District will make up the difference to \$750.

ARTICLE 18
SICK LEAVE

A. Sick Leave

1.
 - a. Teachers shall be granted ten (10) days of sick leave per year. Any unused sick leave shall be accumulative.
 - b. Bargaining unit members newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered as a full month.
 - c. By September 30th of each school year, the Board of Education shall notify each teacher, in writing, of the amount of his/her accumulated sick leave.
2. Any teacher initially employed prior to July 1, 1987, shall be entitled to transfer a maximum of twenty-five (25) accumulated sick leave days to South Brunswick which shall be credited on the day tenure is earned. Teachers

initially employed on or after July 1, 1987, shall not be eligible for this transfer.

3. Teachers who lose time due to an injury inflicted by a student or due to an injury suffered while quelling a disturbance shall not have lost time charged against accumulated sick leave.
4.
 - a. Any teacher upon retirement from the district, who has completed fifteen (15) years of service in South Brunswick, will receive payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be for 50% of the eligible days at the rate of \$75 effective July 1, 2002. Effective July 1, 2004, this rate shall be \$85.
 - b. Upon the death of a teacher who has completed fifteen (15) years in the District, the payment for unused sick leave at the rate set under 4. a. above shall be paid to the estate of the deceased teacher.
5.
 - a. Any pregnant teacher will be deemed eligible to use accumulated sick leave twenty (20) working days prior to the expected date of birth or the date of birth (whichever date last occurs) and shall continue until twenty (20) working days after the birth.
 - b. If an employee shall file a certificate from her physician that she is disabled beyond the times stated above as a consequence of an abnormal pregnancy or birth, she shall be paid sick leave to the extent available for the period of time she is so disabled and is eligible for coverage of extended sick leave under the provisions of Article 18, B. The Board may require examination and statements from doctors of its own choosing.

B. Disability Leave

1. Total Disability

"Total disability" shall mean one which,

- a. results from bodily injuries or disease, and
- b. wholly prevents the teacher from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c. The teacher must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

2. Eligibility

- a. Extended total disability benefits shall be payable to teachers who work half-time or more than half-time who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any teacher who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c. Benefits shall also not be available to any teacher who submits his/her resignation in writing prior to start of his total disability.
- d. Benefits to a teacher whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided the teacher is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a. A teacher becomes eligible for payment only after using one hundred percent (100%) of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of the monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the teacher is required to perform service, as provided in the annual contract.
 - (2) Ten (10) month teachers (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
 - (3) Payments shall be made at the rate of sixty-seven percent (67%) of teacher salary subject to the limitations of e. below, at

the time disability began except that there shall be a \$3200 monthly limit on payments to full-time employees under this Section. The monthly limit for eligible part-time employees shall be dollar limit in effect times the portion of a full-time position which the employee occupies (e.g.: \$3200 times 1/2 = \$1600 monthly limit for half-time teacher).

- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a teacher by four (4). Benefits also shall be payable for a portion of a month. Benefits shall only be payable for a maximum of two (2) full school years (20 months).
- d. In no case shall benefits be payable concurrently with payments received by a teacher for retirement under the Social Security Program or any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of any Worker's Compensation payments and by disability payments under Social Security. The teacher shall be required to apply for such payments, if potentially eligible.
- f. Once disability eligibility begins under this Article and if a teacher is eligible for Social Security disability payments, his or her payments under this Section shall not be further reduced by any cost-of-living increases under the Social Security Act.

4. Exclusion of Benefits

- a. Benefits shall not be payable for a disability resulting from:
 - (1) Disease or bodily injury willfully and intentionally self-inflicted.
 - (2) Injury incurred or disease contracted prior to becoming a teacher of the South Brunswick School System, unless employed for more than three (3) years in this system.
 - (3) Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

5. Procedure for Applying for Benefits

- a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the teacher.
- b. An application for total disability shall be submitted only after the sick leave days, under the terms of B. 3. a., have been used to cover absence resulting from his/her total disability or, in the event the teacher has less accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

ARTICLE 19
TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence.

A. Personal Leave

1. Two (2) days or four (4) half-days personal leave per year with pay.
2. Teachers newly-hired on or after February 1 shall receive one (1) day or two (2) half-days of personal leave.
3. Unused personal leave days for each year shall be converted to sick days and added to the teacher's accumulated sick leave at the end of each school year. Additional days of absence, with the deduction of a substitute's salary, may be granted upon approval by the Superintendent for unusual or extenuating circumstances. The Association acknowledges that a teacher's primary responsibility is to the students of the school district. Should the need arise to take a personal day, the teacher shall consider the educational impact of his/her absence on the students.
4. In order to use a personal leave day, a teacher shall give 72 hours' written notice, except in an emergency, to his/her Principal.

B. Absence for Death

1. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the teacher, parents, grandparents of teacher or spouse, other family members for whom the teacher is legally responsible and any other member of the immediate household.

2. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.

C. Legal Proceedings

1. Time necessary for appearances in any legal proceedings connected with the school system or which involves a South Brunswick student which the teacher is required or requested to attend shall be granted without loss of pay. This section shall only be applicable when the teacher is actually requested to be in court by an officer of the court.
2. No salary deductions shall be made for absence when subpoenaed to be a witness in court.
3. Those regular teachers called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

D. Absences During Working Days

Teachers may not leave the schools in which they work during their assigned working day without permission, except during their duty-free times, when they may leave with notification to the school office.

E. Job Connected Injury

Teachers absent due to a job connected injury shall be entitled to full salary for each week of absence up to one (1) calendar year without such absence being charged against his/her accumulated sick leave. Such salary shall be paid for absence during the waiting period and during the period the teacher received or was eligible to receive temporary disability benefits under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary paid or payable to the teacher pursuant to this section shall be reduced by the amount of any workers compensation award made for temporary disability. (Chapter 168 Laws of 1967) Revised: November 20, 1967.

ARTICLE 20
EXTENDED LEAVES OF ABSENCE

A. Extended Leaves of Absence:

1. A leave of absence without pay shall be granted to teachers for military service in accordance with N.J.S.A. 18A:6-33. Upon the recommendation of the Superintendent, any tenured professional staff member under this negotiating unit in the South Brunswick School System, may be granted a leave of absence without pay for the purpose of study, teaching, or any approved activity leading to professional growth.
2. A teacher returning from such leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.

B. Child-Rearing Leave

1. In the case of a birth of a child, any teacher shall have the right to apply for a leave without pay for child-rearing purposes.
2. Application for child-rearing leave shall be made by the teacher to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3.
 - a. Child-rearing leave shall be granted to tenured teachers for the balance of the school year (concluding June 30) in which the child is born and for two (2) additional school years if the teacher so desires.
 - b. If the initial child-rearing leave begins prior to April 1, the tenured teacher shall inform the Board, in writing, by April 1st whether she or he desires a leave for the following year. This leave process shall be available to the teacher for each of the two (2) full additional years referred to 3. a. above.
 - c. If the initial child-rearing begins on or after April 1, the tenured teacher must make application for the first full year of leave at this time, if she/he desires leave for the first full school year following the birth.
4. A tenured teacher who is on a child-rearing leave under provisions of B. 3. above and plans to use either or both of the two full school years following the birth of the child may apply for the additional available year(s) making application on the form provided by the Superintendent no later than April 1st prior to the termination of the leave already granted under B. 3. above.

5. Any teacher adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 3. which shall commence upon the date such teacher obtains custody of the child. Since such date of custody cannot be predicted in all cases, notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provisions of B. 4.
6. Child-rearing leave shall be granted to non-tenured teachers for the balance of the school year (concluding June 30) in which the child is born. The rights of non-tenured teachers who receive such an unpaid leave of absence with respect to consideration for re-employment shall be the same as the rights of any other non-tenured teacher.
7. Nothing herein shall prevent the teacher and the Board from agreeing that a teacher may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of B. 4.
8. Upon return from a child-rearing leave all benefits to which the teacher was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend to reinstatement of the percentage level under dental insurance unless the teacher has continued said insurance under the provisions of 9. below. An employee returning from this leave shall receive dental insurance based upon the rules of the carrier.
9. The Board of Education shall pay the cost of medical insurance for tenured teachers three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first. A teacher on child-rearing leave shall be permitted to continue on the dental and prescription plans on a reimbursement basis under rules established by the Administration. Upon application for any leave, the Board will provide the teacher with written notice of the medical insurance options available to the teacher.

ARTICLE 21
SABBATICAL LEAVE

A. Teachers may be granted a sabbatical leave for the purpose of: extended travel; advanced study; research; work or study, which will improve performance as a teacher and/or will benefit the school system or portions thereof.

B. Limitations

1. Teachers may be granted a sabbatical leave after seven (7) years service in the South Brunswick Township Public Schools. When granted, said leave shall be for one (1) full year at half (1/2) salary or for half (1/2) year at full salary.
2. No more than two (2) teachers may be granted sabbatical leave in any one (1) calendar year.
3. The recipient of a sabbatical leave shall agree in writing to return to the school district for two (2) years after completion of the leave. If a teacher fails to continue in service after such leave, said teacher shall repay to the district the sum of money bearing the same ratio to the amount of salary received during the leave that the unperformed part of the required two (2) years of service bears to the two (2) full years. Such requirement shall be nullified for any period during which the teacher is physically incapacitated and unable to perform his or her duties.
4. Upon returning from leave, the teacher shall be placed upon the step of the salary guide which he/she would have attained had he/she not taken said leave.
5. No teacher shall be eligible for a second sabbatical until he/she has served an additional seven (7) years.

C. Eligibility

Any professional staff member under contract with the Board of Education, who has been employed for seven (7) or more years in the school district shall be eligible to make application.

D. Application Procedure

The applicant shall submit his/her application for sabbatical leave on or before December 1 of the school year preceding the possible leave. Receipt of applications shall be acknowledged by the Superintendent within seven (7) calendar days after their receipt.

E. Form of Application

Application shall be concise and shall state:

1. Rationale or goals which the person intends to achieve.
2. Need of the school system or need of the individual to undertake the sabbatical.
3. Plan for achieving the goal or goals set forth.
4. Plans for implementing the findings and/or disseminating information upon return.

F. Selection of Recipients

A committee consisting of three teachers, selected by the SBEA, from each school level (elementary, middle and high school), two principals and a central office administrator shall review applications for sabbatical leave and shall recommend the disposition of requests to the Superintendent using the criteria developed by an ad hoc committee in 1989.

G. Approval

Formal approval shall be granted to a recipient on or before February 1.

ARTICLE 22
PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. The Board of Education shall carry an insurance policy to provide Worker's Compensation for any teacher who is injured while in the performance of his/her duties.
- B. The Board of Education shall carry liability insurance to protect all teachers in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the teachers, students and property from physical injury and shall endeavor to do everything within its power and means to do so to assure safe conditions in the school district.
- D. In the event of litigation, civil or criminal, the Board will extend to its professionals all of the protections afforded by the Statutes of the State of New Jersey.

ARTICLE 23
HEALTH BENEFITS

- A. During the term of this agreement all teachers and their eligible dependents will receive the following benefits:
1. Medical coverage through the New Jersey State Health Benefits Plan. Employees may choose either: a) the traditional Blue Cross/Blue Shield, major medical plan; or, b) the P.P.O. plan; or c) an H.M.O. plan. The Board contribution to b) or c) will not exceed the appropriate premium level under a).
 2. Blue Cross/Blue Shield Pharmacy Plan: effective July 1, 2000, the co-pay shall be \$15 for a brand name when there is a generic equivalent available, \$10 for a brand name when there is no generic equivalent available, \$ 3 for generic and \$0 for mail order. Effective the first of the month following ratification by both parties of the 2003-2006 Agreement, the mail order will be a \$5 co-pay.
- B. There shall be a single/full family dental plan. Unless and until a change is negotiated by the parties, the Board's maximum contribution to the family dental plan shall not exceed \$507 over the single plan cost per enrolled unit member per year. If the cost of such insurance exceeds the per enrolled unit member cost of \$507 plus the single plan cost, the additional cost shall be borne by teachers covered by the family plan. The plan in effect at the ratification of the 2003-2006 Agreement is the N.J. Dental Service Plan with a \$25.00 deductible.
- C. Effective July 1, 1993, unit members whose official employment commences on or after July 1, 1993, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels.
- D.
1. An employee retiring from the District shall be eligible to purchase existing prescription and/or the dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.
 2.
 - a. The employee must elect to exercise such an option immediately upon retirement.
 - b. An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1.
 3. Failure to elect such coverage initially under 2. a. above shall constitute a complete waiver of the applicable insurance for the remainder of the five-year period. Subsequent cessation of coverage under 2 .b. above constitutes

a waiver of the applicable insurance for the remainder of the five (5) year period.

4. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance(s) prior to July 1 each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five (5) year period.

ARTICLE 24 SUMMER EMPLOYMENT

Unit teachers employed after the last day of school in June through August 31 shall be paid at the rates established for July 1 of the next school year.

- A. Remedial and enrichment programs at all levels including high school make-up:
 1. Compensation per hour taught: \$33.55 for 2003-2004, \$34.89 for 2004-2005 and \$36.29 for 2005-2006. Payment for necessary planning for courses and related meetings is already included in this hourly rate and will not be compensated separately.
 2. Announcement of summer programs shall be made by the central office on or before April 15. Unit members interested in these positions shall respond in writing no later than April 30 indicating the course or areas they wish to teach. The administrative council shall review the applications, select teachers needed to staff these programs, and notify the teachers of the selection by June 1st.
- B. Curriculum and research and/or instructional development projects:
 1. Hourly rate of \$33.55 for 2003-2004, \$34.89 for 2004-2005 and \$36.29 for 2005-2006.
 2. Twenty-five percent (25%) of available monies for summer research and instructional development shall remain uncommitted until May 15 in order that recommendations under 3. below may be considered. Recommendations which are approved shall be funded by May 15.
 3. Recommendations for projects under 2. above may emanate from individual unit members and/or established committees. Such recommendations, in order to be considered, must be received in writing with supporting data, rationale for a project related to educational needs and priorities in the District, a recommended evaluation process, and estimated number of hours for the project. Such recommendations shall be submitted no later than

April 1. The Instructional Council shall make decisions regarding the projects to be carried out under B. 2. above.

4. It is understood that it may be determined that insufficient need exists to support a recommendation or that District priorities preclude such support. In addition, recommended projects may be modified to meet District needs.
 5. A recommendation/application form shall be developed by the Instructional Council and be made available to unit teachers.
- C. A unit teacher working under A. above in the High School make-up program may also be appointed to coordinate the student sign-up process prior to July 1, student attendance when make-up courses are offered and provide assistance to teachers, students and parents. The appointed teacher shall be compensated at the rate of \$800 in addition to the hourly rate established in A. 1. The coordinator shall also be paid the hourly teaching rate if he/she teaches. Unit teachers interested in this position shall apply by April 30.
- D. Teachers employed during the summer, except for twelve (12) month employees and for those performing work listed in A., B., or C. above, shall be paid at the hourly rate of \$33.55 for 2003-2004, \$34.89 for 2004-2005 and \$36.29 for 2005-2006. Teachers shall be notified of such work by June 1 of each year. All summer positions shall be filled on a voluntary basis.

ARTICLE 25 SALARY

A. Salary Schedules

1. Effective July 1, 2003, the teacher salary schedule shall be as formulated in Appendix 1.A.
2. Effective July 1, 2004, the teacher salary schedule shall be as formulated in Appendix 1.B.
3. Effective July 1, 2005, the teacher salary schedule shall be as formulated in Appendix 1.C.
4. Salaries for the Athletic Trainer are set in Appendix 5.
5. The salary for non-degree teachers shall be determined by placing the individual on the appropriate Bachelor's guide step for years of service and subtracting \$1500 from that figure.

B. Stipends for personnel covered by this agreement shall be set forth in Appendix 2. However, the listing of salary stipends shall in no way be interpreted as negating the rights of the Board of Education as specified in Article 3.

C. Pay for Extra-Curricular Activities

Pay for extra-curricular activities shall be set forth in Appendix 3.

D. In order to be eligible to receive an increment, a ten month teacher must have been in a pay status for at least 93 days during the previous year, and a twelve month teacher must have been in a pay status for at least 113 days during the previous year. "Pay status" is defined as all days the teacher worked or was on a paid leave of absence.

ARTICLE 26
MISCELLANEOUS

A. The Board shall provide the Association with three (3) copies of: (1) the policy manual, including rules and regulations, (2) revisions to the policy manual, (3) the agenda of public Board meetings, minutes of the previous meeting, and copies of non-confidential materials which are agendaized, when they are distributed to Board members, or no later than noontime of the day of the board meeting, and, (4) three copies of all other negotiated agreements of each bargaining unit in the district.

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

C. Both the Board and the Association, by mutual agreement, hereby agree to follow the procedures outlined in this Agreement and to use no other channel to resolve any questions or proposals until the procedures within this Agreement are fully exhausted. If another channel is utilized by one (1) party to this Agreement, the other party may declare the procedure established by this Agreement to be inoperative in this specific situation.

D. 1. The Board shall carry out the commitments contained herein and give them full force and effect under the laws of the State of New Jersey.

2. Copies of the Agreement shall be printed for all members of the Association with expenses of printing shared equally between the Board of Education and the Association.

3. Within thirty (30) days after the Agreement is signed, copies shall be distributed to all persons included within the scope of said Agreement.

- E. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. It is the intent of the Association and the Board not to illegally discriminate against any individual affected by this Agreement on the basis of race, color, creed, sex, religion, physical disability, national origin, marital status, age, or sexual orientation.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - 1. If by Association, to the Board at Four Executive Drive, Monmouth Junction, NJ 08852
 - 2. If by the Board, to the Association to the President of the Association at his/her assigned building.

ARTICLE 27
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. Every teacher shall be responsible for the maintenance of classroom control and discipline in conjunction with the policies and procedures established by the Board.
- B. Plans and procedures concerned with the specific responsibilities of teachers pertaining to classroom control and discipline shall be developed within the school building by the principal after consultation with the teaching staff, subject to the Superintendent's approval. Teacher participation in this process will be encouraged by the building principal.
- C. These procedures and teacher responsibilities will be presented to the teachers at the start of each school year and periodically as required.

ARTICLE 28
INSTRUCTIONAL COUNCIL

- A. The general purpose of this Council shall be to explore ways to improve the educational program of the school district. Said Council shall confine its studies, activities, and recommendations to areas of district-wide concern and shall in no way, impinge upon the responsibility or autonomy of individual schools.
- B. Said Council shall consist of:
1. One (1) teacher elected by each school staff, except that a school shall be entitled to one (1) representative for each group of twenty-five (25) teachers beyond the initial twenty-five (25), in accordance with the following schedule:

<u>No. of Teachers in School</u>	<u>No. of Representatives</u>
1 - 37	1
38 - 62	2
63 - 87	3
88 or more	4
 2. three (3) principals
 3. a representative from Student Services
 4. and the Superintendent of Schools or his/her designee.
- C. A chairperson shall be elected by the Council. Said Council shall be directly responsible to the Superintendent of Schools, and shall submit, in writing, a minimum of two (2) semi-annual progress reports which describe the activities of the Council. These reports shall, in turn, be submitted to the Board of Education and members of the Association.
- D. Money shall be included in the annual budget for operation expenses of the Instructional Council.

ARTICLE 29
HEALTH AND SAFETY COUNCIL

The general purpose of this Council shall be to establish ways to improve the health and safety environment and eliminate violence in our schools. Said council shall include teacher representatives from each building and District administration.

ARTICLE 30
ENROLLMENT PLAN

Children of full-time, tenured teachers shall be entitled to enroll in the South Brunswick School District according to the district's open enrollment policy. The teacher shall be required to pay 20% tuition. A schedule of payments shall be established by the Administration.

ARTICLE 31
REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said teacher will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. thirty (30) days after the teacher begins his or her employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the teacher's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If a teacher who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question.

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

D. The parties agree that per diem substitutes and hourly teachers are excluded from this agency fee payment.

E. Indemnification and Save Harmless Provision

1. Liability

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

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 32
WORK CONTINUITY CLAUSE

A. The Association agrees that for the life of this contract, there shall be no strike, slow down, sick-out or other similar action, the result of which is a concerted effort or an individual effort by a teacher or a group of teachers to withhold a teacher's or group of teachers' services from the Board.

B. The Board agrees that for the life of this Agreement, there will be no lock-out of teachers or the Association.

ARTICLE 33
FULLY-BARGAINED PROVISION

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.

ARTICLE 34
DURATION OF AGREEMENT

- A. This Agreement shall take effect July 1, 2003 and shall continue in full force and effect through June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2 of this Agreement. 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.

- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the respective presidents, attested by their respective secretaries, and their corporate seals are to be placed hereon, all on the day and year written below:

SOUTH BRUNSWICK
BOARD OF EDUCATION:

SOUTH BRUNSWICK
EDUCATION ASSOCIATION:

President

President

Secretary

Secretary

DATE:

DATE:

APPENDIX 1-A
SALARY GUIDE
2003-2004

STEP	STEP								
02-03	03-04	BA	BA+15	BA+30	MA	MA+15	MA+30	DM	DOC
***1	1	40875	41815	43355	43995	45725	47335	47885	48955
	2	41375	42315	43855	44495	46225	47835	48385	49455
	3	42125	43065	44605	45245	46975	48585	49135	50205
	4	42875	43815	45355	45995	47725	49335	49885	50955
	5	43625	44565	46105	46745	48475	50085	50635	51705
6-7	6	44375	45315	46855	47495	49225	50835	51385	52455
	7	44775	45715	47255	47895	49625	51235	51785	52855
	8	44975	45915	47455	48095	49825	51435	51985	53055
	9	45975	46915	48455	49095	50825	52435	52985	54055
	10	49875	50815	52355	52995	54725	56335	56885	57955
	11	52775	53715	55255	55895	57625	59235	59785	60855
	12	55175	56115	57655	58295	60025	61635	62185	63255
13A	13	57955	58895	60435	61075	62805	64415	64965	66035
	14	60100	61040	62580	63220	64950	66560	67110	68180
OFF1	15	62990	63930	65470	66110	67840	69450	70000	71070
OFF2/3	16	65700	66640	68180	68820	70550	72160	72710	73780

1. This is the tenure guide. To determine non-tenure salary, subtract \$400 from the dollar amount of the appropriate step in the appropriate column.

2. The non-degree guide is \$1500 less at each step than the B.A. guide.

3. Longevity:

- a. Personnel with 15 years or more in the District receive an additional \$1000.
- b. Personnel with 19 years or more in the District receive an additional \$2100.
- c. Personnel with 25 years or more in the District receive an additional \$2500.
- d. Personnel with 30 years or more in the District receive an additional \$3200.
- e. Personnel with 35 years or more in the District receive an additional \$3500.
- f. The amounts in a. through e. are not cumulative.
- g. Longevity eligibility is based on years of service as a teacher in the District for all teachers hired on or after July 1, 1995.

APPENDIX 1-B
SALARY GUIDE
2004-2005

STEP	STEP								
03-04	04-05	BA	BA+15	BA+30	MA	MA+15	MA+30	DM	DOC
***	1	42775	43715	45255	45895	47625	49235	49785	50855
1	2	43575	44515	46055	46695	48425	50035	50585	51655
2-3	3	44375	45315	46855	47495	49225	50835	51385	52455
4	4	45175	46115	47655	48295	50025	51635	52185	53255
5	5	45975	46915	48455	49095	50825	52435	52985	54055
6	6	46775	47715	49255	49895	51625	53235	53785	54855
7	7	47575	48515	50055	50695	52425	54035	54585	55655
8	8	48375	49315	50855	51495	53225	54835	55385	56455
9	9	51275	52215	53755	54395	56125	57735	58285	59355
10	10	54175	55115	56655	57295	59025	60635	61185	62255
11	11	56575	57515	59055	59695	61425	63035	63585	64655
12	12	59355	60295	61835	62475	64205	65815	66365	67435
13	13	61700	62640	64180	64820	66550	68160	68710	69780
14	14	64500	65440	66980	67620	69350	70960	71510	72580
15-16	15	67300	68240	69780	70420	72150	73760	74310	75380

1. This is the tenure guide. To determine non-tenure salary, subtract \$400 from the dollar amount of the appropriate step in the appropriate column.
2. The non-degree guide is \$1500 less at each step than the B.A. guide.
3. Longevity:
 - a. Personnel with 15 years or more in the District receive an additional \$1000.
 - b. Personnel with 19 years or more in the District receive an additional \$2100.
 - c. Personnel with 25 years or more in the District receive an additional \$2500.
 - d. Personnel with 30 years or more in the District receive an additional \$3200.
 - e. Personnel with 35 years or more in the District receive an additional \$3500.
 - f. The amounts in a. through e. are not cumulative.
 - g. Longevity eligibility is based on years of service as a teacher in the District for all teachers hired on or after July 1, 1995.

APPENDIX 1-C
SALARY GUIDE
2005-2006

STEP	STEP								
04-05	05-06	BA	BA+15	BA+30	MA	MA+15	MA+30	DM	DOC
***	1	44150	45090	46630	47270	49000	50610	51160	52230
1	2	45150	46090	47630	48270	50000	51610	52160	53230
2	3	46150	47090	48630	49270	51000	52610	53160	54230
3	4	47150	48090	49630	50270	52000	53610	54160	55230
4	5	48050	48990	50530	51170	52900	54510	55060	56130
5	6	48950	49890	51430	52070	53800	55410	55960	57030
6	7	49950	50890	52430	53070	54800	56410	56960	58030
7	8	50900	51840	53380	54020	55750	57360	57910	58980
8	9	52590	53530	55070	55710	57440	59050	59600	60670
9	10	55670	56610	58150	58790	60520	62130	62680	63750
10	11	58070	59010	60550	61190	62920	64530	65080	66150
11	12	60900	61840	63380	64020	65750	67360	67910	68980
12	13	63770	64710	66250	66890	68620	70230	70780	71850
13	14	66500	67440	68980	69620	71350	72960	73510	74580
14-15	15	69300	70240	71780	72420	74150	75760	76310	77380

1. This is the tenure guide. To determine non-tenure salary, subtract \$400 from the dollar amount of the appropriate step in the appropriate column.
2. The non-degree guide is \$1500 less at each step than the B.A. guide.
3. Longevity:
 - a. Personnel with 15 years or more in the District receive an additional \$1000.
 - b. Personnel with 19 years or more in the District receive an additional \$2100.
 - c. Personnel with 25 years or more in the District receive an additional \$2500.
 - d. Personnel with 30 years or more in the District receive an additional \$3200.
 - e. Personnel with 35 years or more in the District receive an additional \$3500.
 - f. The amounts in a. through e. are not cumulative.
 - g. Longevity eligibility is based on years of service as a teacher in the District for all teachers hired on or after July 1, 1995.

Guide Column Movement

- a. Graduate courses that apply directly to the teacher's area of certification or teaching area shall be counted toward guide column movement.
- b. In each 15 credit block of graduate credits, a maximum of six (6) credits shall not be subject to the limitation of a. above.
- c. In order for credits not falling under the terms of a. and b. above to be counted towards guide column movement, the teacher must receive prior written approval of the Superintendent. His/her decision shall not be subject to Article 6, E. 5.
- d. Credits falling under the terms of a. and b. above or approved under c. above shall count toward guide column movement if the teacher gains a grade of "B" or better. A "Pass" grade will be acceptable only if the teacher has not been offered the choice of a letter/number grade rather than a "Pass-Fail." Failure to select a letter grade when offered shall eliminate such credits from credits computation for movement purposes.
- e. Graduate courses taken by an employee, who was hired on or after July 1, 1985, which are necessary to obtain a certification to maintain a position may not be counted toward guide column movement. Graduate courses taken for other certifications are governed by 6. a. through c. above.
- f. Employees who were hired on or after July 1, 1985, only applicable graduate credits earned after the last degree level was attained may be used for guide column movement. For employees hired on or after July 1, 1995, only applicable graduate credits and/or District in-service credits earned after the last degree level was attained may be used for guide column movement.

APPENDIX 2
SALARY SCHEDULE FOR OTHER PROFESSIONAL PERSONNEL

The following are annual stipends over the relevant teacher salary:

	Title	2003-2004	2004-2005	2005-2006
A.	Chairperson	3640	3786	3937
B.	Psychologist	1248	1298	1350
C.	Learning Disability Specialist	520	541	562
D.	Social Worker	520	541	562
E.	Special Education Teachers	312	324	337
F.	Speech Teachers	312	324	337
G.	Elementary Computer Specialist, House Leaders and Student Activities Coordinators in the High School, Staff Aides in the 7/8 School, District-wide Math Coordinator, District-wide Reading Coordinator, Staff Developer for District Technology, Coordinator for Alternative Center for Education	3640	3786	3937
H.	Technology Coordinator	1560	1622	1687

- I. Unit members hired in B. through F. after July 1, 1989, shall not receive a stipend.
- J. The Staff Developer position salary shall be determined by providing the individual in the position with a pro-rated 12 month contract and the Chairpersons' stipend.
- K. When the Board approves a job description for any unit position, the parties shall negotiate the compensation for said position.

APPENDIX 3
EXTRA-CURRICULAR SALARY GUIDE

- A. Every applicant appointed to an extra-curricular position shall receive official Board of Education notification of their appointment status.
- B. All non-club positions contained in Appendix 3 shall be posted by May 15th each year. It is understood that clubs may not be able to be posted by May 15th due to the fluidity of offerings in these areas. Club postings will be made by October 15th. This does not preclude a teacher from submitting proposals during the year as long as the school's budget permits it.
- C. When there is a qualified unit member applicant, written appointments to positions shall be made on the following schedule:
- All high school fall sports and all non-club, non-sports extracurricular activities by June 15th. When the specific elementary school or **middle schools** sports positions need is known before that date, such appointments will also be made by June 15th
- All high school winter sports by October 31st
- All high school spring sports by November 30th
- If there is no qualified unit member applicant for a position, the appointment will be made as soon as possible. All remaining club and sports positions shall be filled as soon as possible.
- D. Copies of the official appointment list(s) shall be sent to the school principal, to the assistant to the Principal for Student Affairs and Athletics and to the Association.
- E. There shall be no extra compensation for extra-curricular assignment for which released time is provided. Released time shall be defined as any period used in lieu of a teacher's regular classroom teaching load and non-teaching duty.
- F. Should the advisor choose to have a co-advisor, he/she may divide the money provided for the position.
- G. The listing of the titles in Appendix 3 is subject to Article 3 of this contract.

SPORTS

Football, Coach	7863	8178	8505
Football, Assistant Coach	5504	5724	5953

HEAD COACHES: BOYS AND GIRLS

Basketball, Wrestling	7588	7891	8207
-----------------------	------	------	------

Baseball, Cross Country, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Spring Track, Swimming, Tennis, Volleyball, Winter Track	6317	6570	6832
---	------	------	------

ASSISTANT COACHES: BOYS AND GIRLS

Basketball, Wrestling	5235	5445	5663
Baseball, Cross Country, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Spring Track, Swimming, Tennis, Volleyball, Winter Track	4418	4595	4778

HEAD COACHES: BOYS AND GIRLS

Golf, Bowling	5051	5253	5463
---------------	------	------	------

ASSISTANT COACHES: BOYS AND GIRLS

Golf, Bowling	3535	3676	3823
---------------	------	------	------

Cheerleading Advisor- Varsity			
Fall	2789	2901	3017
Winter	2789	2901	3017
Cheerleading Advisor- JV (70% of Varsity)			
Fall	1952	2031	2112
Winter	1952	2031	2112
Ski Club Advisors	1296	1348	1402
*Weight Training Per Season (Fall/Winter, Winter/Spring, Summer)	2987	3106	3231

MUSIC

Assistant Band Director	3064	3186	3314
Band Front Advisor - Fall	3582	3725	3874
Band Front Advisor - Spring	1372	1427	1484
Madrigal Choir	1858	1933	2010
Marching Band Director	6462	6720	6989
Fall	1540	1602	1666
Spring	3582	3725	3874
Winterguard Director	2040	2122	2207
* Assistant Marching Director	2040	2122	2207
* Assistant Colorguard Instructor	1170	1217	1265

Jazz Band
* Indicates sharing of stipend if more than one person in a position.

ACTIVITIES

2003-2004 2004-2005 2005-2006

* CLUBS	1084	1127	1172
Class Advisors			
* Freshman	1327	1380	1435
* Sophomore	1890	1965	2044
Junior	2780	2891	3007
Senior	2780	2891	3007
Discovery Club Advisor	1084	1127	1172

DRAMATICS

* Director, per play production	2529	2630	2736
* Musical Director	1715	1784	1855
* Set Design Director (per production)	1228	1277	1328

* Future Homemakers of America	2164	2251	2341
* Honor Society Advisor	1281	1333	1386
* Literary Magazine	1890	1965	2044
Math Team Co-Advisors	1890	1965	2044
* Outdoor Club Advisor	1845	1919	1996
* Outdoor Club Assistant Advisor	1084	1127	1172
* School Newspaper Advisor	4144	4310	4483
* School Treasurer	5637	5862	6097
* Snack Shack Advisor	1084	1127	1172
* Student Government	4013	4174	4341
* Yearbook Advisor	4351	4525	4706
* French Honor Society	1281	1333	1386
* Spanish Honor Society	1281	1333	1386
Junior Statesmen	1228	1277	1328

MIDDLE SCHOOL POSITIONS

2003-2004 2004-2005 2005-2006

SPORTS

Football, Coach	4724	4913	5109
Football, Assistant Coach	3306	3438	3576

HEAD COACHES: BOYS AND GIRLS

Basketball, Wrestling	4370	4545	4727
-----------------------	------	------	------

Baseball, Cross Country, Gymnastics, Lacrosse, Soccer, Softball, Tennis, Track and Field	4252	4422	4598
--	------	------	------

<u>ASSISTANT COACHES: BOYS AND GIRLS</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Basketball, Wrestling	3071	3194	3322
Baseball, Cross Country, Gymnastics, Lacrosse, Soccer, Softball, Tennis, Track and Field	2999	3119	3244
Athletic Coordinator	5905	6141	6387
Intramural Coach	1661	1727	1796

ACTIVITIES	2003-2004	2004-2005	2005-2006
Cheerleading Advisor (per season)			
*Fall	1661	1727	1796
*Winter	1661	1727	1796
Ski Club Advisor	1661	1727	1796
* CLUBS	1084	1127	1172
School Store Manager	1661	1727	1796
Student Council Advisor	1990	2069	2152
* Newspaper Advisor	1990	2069	2152
* Year Book Advisor	1990	2069	2152
Ski Weekend Advisor	412	428	445
Instrumental Music Advisor	1990	2069	2152
Student Activity Treasurer	3313	3446	3584
Dramatic Director, per play	1228	1277	1328
Musical Director, per play	615	639	665
Competitive Jazz Band Director	920	957	996

* Indicates sharing of stipend if more than one person in a position.

<u>ELEMENTARY SCHOOL ACTIVITIES</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
* Student Council Advisor	1084	1127	1172
* Newspaper Advisor	1084	1127	1172
* Safety Patrol Advisor	1084	1127	1172
* Yearbook Advisor	1084	1127	1172

DISTRICT ADVISOR

Summer Program Director	6446	6704	6972
Program Assistant Director	3215	3343	3477

* Indicates sharing of stipend if more than one person in a position.

- H.1. Extra-curricular school clubs, not specified in the Contract, and held outside the classroom instructional time shall be compensated based on the grid criteria. Requests for compensated clubs must be submitted to the building administrator with a rationale which includes: Goals and objectives, anticipated meeting dates, length of meetings, anticipated number of students, and an explanation of benefits of the activity to the students and/or school.
2. Within thirty (30) days of receipt of the application the administrator shall respond, to the applicant, in writing, indicating full/half rate or denial of club status. Only advisors of clubs, which have been approved by the building administrator, shall be compensated.

Six or more points on grid requires full compensation. Four or five points on grid requires half compensation. Less than four points shall not be compensated. Compensation for clubs in this category is based on the dollar amount specified in the Extra Curricular Salary Guide.

	<u>ACTIVITY RATING SHEET</u>				
	5	4	3	2	1
NUMBER OF MEETINGS 1 = 3 to 6 3= 7 to 12 5 = 13-18					
LENGTH OF MEETINGS 1 = Up to 1 hour 2 = 1 to 3 hours 3 = Over 3 hours					
NUMBER OF STUDENTS 1 = 1 to 10 2 = 11 or more					

I. Chaperoning Clubs at the High School and Middle Schools

The chaperoning club experience is defined as an activity in which the teacher chaperones and supervises students involved in either a participatory or a performance activity out of the building and off school grounds.

Chaperones shall be compensated on a per event basis as follows:

	2003-2004	2004-2005	2005-2006
For organizer	70.86	73.69	76.64
For any additional chaperones	47.24	49.13	51.09

If one of the chaperones is already stipended for the club, he/she shall receive no additional compensation. The administration shall determine the number of chaperones appropriate for the group and activity.

J. When a unit member performs one of the following duties, he/she shall be paid at the following per event rates:

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Cashier	52.56	54.66	56.85
Video taping			
Football	66.13	68.78	71.53
Other	33.07	34.39	35.77
Security			
Frosh	46.65	48.52	50.46
JV/Varsity	46.65	48.52	50.46
Announcer - Football	60.23	62.64	65.14
Announcer/Time/Score.			
Wrestling, Basketball			
Frosh	27.16	28.25	29.38
JV/Varsity	66.13	68.78	71.53

APPENDIX 4
SALARY SCHEDULE FOR ADDITIONAL PROFESSIONAL ACTIVITIES

- A. Teachers shall be paid for approved home instruction at the following hourly rates: for 2003-2004 - \$33.55; for 2004-2005 - \$34.89; and, for 2005-2006 - \$36.29.
- B. Teachers shall be paid for up to six chaperones per night for school-sponsored dances at the following rate per night: for 2003-2004 - \$65.90; for 2004-2005 - \$68.54; and, for 2004-2005 - \$71.28.
- C. Teachers who, with prior written approval of the Board, conduct classes after regularly scheduled school hours shall be paid at the same rate as remedial and summer enrichment programs as specified in Article 24. A.
- D. Supplemental teachers shall be paid at the following hourly rate: for 2003-2004 - \$32.54; for 2004-2005 - \$33.84; and, for 2005-2006 - \$35.20. In addition, if eligible, such teachers will be covered by the longevity provisions on the salary guide (prorated to the number of hours worked in the year). The parties agree that if the New Jersey Supreme Court rules, during the term of this Contract, that supplemental teachers must be placed on the salary guides negotiated for all other teachers under the 2000-2003 Contract, such employees shall be placed on said guides retroactive to the first workday in the Contract year in which the Court issues its final decision.
- E. All teachers who travel on co-curricular overnight trips shall be compensated at the following per night rate: for 2003-2004 - \$78; for 2004-2005 - \$81; and, for 2005-2006 - \$84.

APPENDIX 5
TRAINER

The Trainer shall be afforded all the rights and protections of the contract with the exception of the following Articles and clauses:

- Article 7, A.
- Article 8, B.
- Article 9
- Article 10, E.
- Article 15, B.
- Article 21
- Article 24. D.
- Article 25, A. as related to Appendix 1

Professional Development: Up to \$100 for Superintendent-approved reimbursement of fees for training directly related to the employee's function in the District.