

Agreement Between  
East Brunswick Board of Education  
and  
East Brunswick Education Association  
2018-2021

Ratified by the East Brunswick Education Association  
May 2, 2019

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May 2, 2019

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## **PREAMBLE**

This agreement is entered into the 2<sup>nd</sup> day of May, 2019, between the Board of Education of East Brunswick Township, New Jersey, hereinafter called the “Board”, and the East Brunswick Education Association, hereinafter called the “Association.”

**ARTICLE I**  
**RECOGNITION**

A. The East Brunswick Board of Education hereby recognizes the East Brunswick Education Association as the exclusive and sole representative for collective negotiations concerning all matters that shall be properly negotiated under N.J.S.A. 34:13A-1 et seq. for the following personnel employed by the Board and excluding all other personnel:

- Assistant Programmer
- Athletic Trainer
- Attendance Officer
- Child Nutrition Personnel
- Cooperative Education Teacher Coordinator
- Custodians, Maintenance & Grounds Personnel
- Department Technical Specialists
- Information Technology Specialists
- Instructional Assistants
- Instructional Coaches
- Instructional Staff
- Learning Disability Teacher Consultants
- Nurses
- Psychologists
- Purchasing Assistant
- Secretaries
- School Aides
- School Counselors (including Guidance Counselors)
- School Library Media Specialists
- Senior Bookkeepers
- Social Workers
- Special Education Teachers
- Speech & Language Pathologists
- Student Assigned Nurses
- Student Assistance Specialists
- System Support Specialists
- Teacher
- Transportation - Vehicle Drivers

but excluding:

- Superintendent
- Assistant Superintendents
- Board Secretary/Business Administrator
- Assistant Board Secretary
- Chief Information Officer
- Community Programs Staff
- Department Chairpersons
- Directors
- Forepersons



Managers  
Personnel on a per diem basis  
Principals  
Senior Managers  
Assistant Principals  
Supervisors  
Coordinators  
Accountant  
Confidential Employees  
School Safety and Security Coordinator  
School Security Officer

B. 1. It is further agreed that neither the Association nor the Board will discriminate against any person in the employ of the Board on the basis of race, creed, color, civil union status, gender identity or expression, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS and HIV status, political activities, domicile, or membership or participation in or association with the activities of any employee organization.

2. It is understood that alleged violations of paragraph B.1. above must be brought to appropriate statutorily prescribed administrative and/or judicial forums for adjudication. Only if no such forum exists may these matters be subject to the grievance procedure contained in this Agreement.

#### C. Definitions

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

2. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer only to certificated personnel.

3. The term "supervisor" when used hereinafter in this Agreement shall refer to the person to whom an employee is directly responsible.

D. Each party shall equally share the cost of reproducing this agreement. This agreement shall be provided to all personnel and a hard copy upon request.

#### E. Job Descriptions

1. The Board shall provide the Association with a copy of job descriptions, including area of responsibility, for all existing certificated and non-certificated positions within the unit, once annually upon request.

2. The Board shall provide the Association with a copy of any new or revised job descriptions, including area of responsibility, for certificated and non-certificated positions within the unit within ten (10) days of its or its agent's adoption of said new or revised job description.

**ARTICLE II**  
**PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT**

A. Meetings

1. Negotiations for a successor Agreement shall commence by the exchange of written proposals on a mutually selected date on or about October 15 of the calendar year in which the Agreement terminates. These submissions shall contain all proposals and requests and no new issues shall be introduced thereafter.

2. The parties thereafter shall convene a meeting for the purpose of conducting negotiations. A mutually convenient date shall be set within fifteen (15) working days of the submissions.

3. The Board and the Association have the right to utilize the services of consultants during the negotiations process.

B. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions".

C. When the Board and the Association negotiations teams reach agreement, it shall be reduced to writing and signed by the members of both negotiations teams. No agreement shall be final unless ratified by the Board and the Association membership.

D. This Agreement shall not be modified in whole or in part by the Board or the Association except by an instrument in writing duly executed by both parties.

E. Both the Board and the Association, by mutual agreement, hereby agree to follow procedures outlined in this Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

F. Mediation

1. If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission.

2. Although it is recognized by all parties concerned that fact-finding must be merely advisory, both the neutral and the disputants are expected to treat the process with the proper gravity as the terminal step.

3. Every effort will be made to have mediation and fact-finding conducted after normal school hours. However, if it is necessary that such take place during normal school hours requiring the release of Association officers, committee members or teachers, the Board will release only four (4) persons designated by the Association, such designees to suffer no loss of pay, and as for any other employees involved, the Board will pay only the cost necessary to provide substitutes, and the lost time will be borne by either the employee or the Association as they determine. If the Board requires employees of the school district as witnesses in the proceedings, the Board will designate those of their witnesses who will suffer no loss of pay.

4. If mediation or fact-finding does take place during normal school hours in such a manner that only four (4) hours or less is required, the Association hereby agrees that regularly assigned teachers will assume, as required, classes left uncovered as a result of such mediation or fact-finding, and that other similarly employed non-certificated employees such as secretaries for secretaries and custodians for custodians will assume the duties as required by the Board of any non-certificated employees whom the parties deem necessary to attend.

G. Whenever any notice of negotiations, impasse or arbitration is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following addresses:

1. If by Association to Board, at 760 Route 18, East Brunswick, New Jersey 08816.
2. If by Board to Association, at 575 Cranbury Road, Suites B1 & B2, East Brunswick, New Jersey 08816.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definition - A "grievance" shall mean a complaint by an employee (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that there has been as to him/her a violation, misinterpretation, or improper application of a Board policy, or an administrative decision affecting negotiable terms and conditions of employment, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education having the force and effect of law, or (b) the Board of Education is without authority to act. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

B. Employees shall be assured freedom from restraint, interference, or coercion in the exercise of their grievance rights as contained in this Agreement. The employee shall have the right to present his/her own appeal or to have a representative of his/her choosing appear with him /her.

C. Procedure

1. Failure of the grievant to meet the scheduled time deadlines at any step of the procedure will constitute a waiver, and the employee shall relinquish claim to the right to file. Failure of the Principal, Superintendent, designee, or Board to meet the scheduled time deadlines shall be deemed to permit the grievance to be moved to the next step.

2. Mutual agreement in writing by the parties shall be necessary to extend the timelines of the grievance procedure.

3. When the grievant and/or the Association is satisfied with the resolution of the grievance at any of the procedure steps, he/she shall so notify the person to whom the appeal was last directed.

4. By mutual agreement, in writing, between the Superintendent or his/her designee and the Association, a grievance may be initiated at any level that resolution can be affected.

5. Every attempt shall be made to resolve the grievance informally at the level of its initiation.

6. If the grievant chooses to represent him/herself, he/she may only do so through Level 4 of this procedure.

Level 1.

- a. The employee shall notify the immediate supervisor that a grievance hearing is taking place.
- b. Any employee who has a grievance shall discuss it first with his/her Principal or immediate supervisor within twenty (20) school days of occurrence of such grievance in an attempt to resolve the matter informally at this level.
- c. The Principal or immediate supervisor shall communicate to the employee his/her decision in writing, with reasons, within three (3) work days following the discussion.

Level 2.

- a. If, as a result of the informal discussion with the Principal or immediate supervisor, the matter is not resolved to the satisfaction of the employee within five (5) school days of the response, he/she shall set forth his/her grievance in writing to the Principal or supervisor specifying:
  - (1) the nature of the grievance;
  - (2) the results of previous discussions;
  - (3) the grievant's dissatisfaction with decisions previously rendered; and
  - (4) the relief requested by the grievant.
- b. The Principal or immediate supervisor shall communicate his/her decision in writing, with reasons, to the employee within five (5) school days of receipt of the written grievance.

Level 3.

- a. If dissatisfied, the employee may appeal the Principal's decision to the Superintendent of Schools or his/her designee within five (5) school days from receipt of said decision. The appeal to the Superintendent or his/her designee must be made in writing specifying:
  - (1) the nature of the grievance;
  - (2) the results of previous discussions;
  - (3) the grievant's dissatisfaction with decisions previously rendered; and
  - (4) the relief requested by the grievant.

The Superintendent or his/her designee shall meet with the concerned parties within ten (10) school days. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days from the date of the meeting. The Superintendent or his/her designee shall communicate his/her decision in writing, with reasons, to the employee and the Principal.

Level 4.

- a. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board within ten (10) school days of the receipt of the decision of the Superintendent. The request shall be submitted in writing through the Board Secretary, who shall attach all related papers and forward the request to the Board. Confirmation of the transmittal to the Board shall be submitted to the Association in writing.
- b. The Board, or a committee thereof, shall review the grievance. The Board reserves the right to hold a hearing with the employee or to refuse to hold a hearing in the event the Board is in agreement with the action of the Superintendent at the previous step. In either case, the Board shall render a decision in writing, with reasons, within fifteen (15) work days from receipt of the grievance, or if a hearing is held, from the date of the hearing.

Level 5.

- a. If the Association is dissatisfied with the decision of the Board, the Association may

request, where applicable, the appointment of an arbitrator, such request to be made known to the Superintendent no later than two (2) calendar weeks after the decision of the Board was made known to the employee and/or the Association.

- b. The following procedure will be used to secure the services of an arbitrator:
  - (1) A request will be made to the American Arbitration Association 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 a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
  - (3) If the parties are unable to determine, within five (5) school days of the receipt of the second list, a mutually satisfactory arbitrator from the second submitted list, the Public Employee Relations Commission (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 applicable policy of the Board.
- d. The recommendations of the arbitrator shall be binding on grievances processed as a violation, misinterpretation or inequitable application of the provisions of this Agreement per Article III.A(1), and shall be only advisory for all grievances processed per Article III.A(2).
- e.
  - (1) Grievances of a non-tenured teacher which are occasioned by his/her not being offered a new contract are not arbitrable. Therefore, the non-tenured teacher who is not offered a new contract may initiate, if he/she so desires, his/her grievance in writing at the level of the Principal within five (5) days after receipt of his/her notice.
  - (2) Grievances of a non-tenured teacher or non-certificated probationary employee which are occasioned by his/her not being offered a new contract or reemployment are not arbitrable.
- f. Only the Board and the aggrieved and his/her representative shall be given copies of the report of findings and recommendations, except by mutual agreement to the contrary. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.
- g. Each party shall pay its own costs for arbitration preparation. Costs to be shared equally by the parties shall be the fee and the expense, if any, of the arbitrator and arbitration proceedings.

D. Forms for filing grievances shall be designed by the Superintendent or his/her designee in consultation with the Association to facilitate the grievance procedure.

E. All written communications concerning grievances shall be sent to the respective parties via district email. Date of email sent shall be used for the purposes of the grievance procedure.

F. Both parties agree that any sidebar agreements reached during the life of this three year agreement shall be reduced to writing and signed by both parties and will be included in the subsequent agreement.

**ARTICLE IV**  
**RIGHTS OF THE EMPLOYEE**

A. Personal and Private Life

1. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except insofar as it affects his/her work.

2. No restrictions shall be placed upon the freedom of an employee to use his/her own time for gainful employment insofar as it does not interfere with satisfactory performance of his/her school duties. Employees may not provide private, paid tutoring services for any student whose work they are responsible for grading.

B. 1. The Board hereby agrees it shall not discriminate against any employee with respect to any terms and conditions of employment by reason of his/her membership or participation in any activities of the Association and its affiliates, or his/her institution of any grievance, complaint or proceeding under this Agreement.

2. The Association agrees it shall not interfere with, restrain, or coerce employees in the exercise of the provisions granted them by this Agreement.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

D. Whenever any employee is required to appear officially before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. The employee shall inform the Superintendent in writing prior to the meeting that he/she will have a representative of the Association present.

E. Review of Employee Personnel File - All employees' files shall be maintained under the following circumstances:

1. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with the content, nor shall the refusal to sign prevent such material from being placed into and remaining in the file.

2. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy within fifteen (15) school days following his/her receipt of the material. Failure of the employee to file a response for attachment to the file copy within fifteen (15) school days following his/her receipt of material shall result in forfeiture of the employee's right to respond.



3. Upon written request by the employee, he/she shall be given access to his/her file without undue delay, minus confidential credentials and personal references. If the employee wishes to be accompanied by another person or a representative of the Association, such request must be made in writing to the Superintendent or his/her designee.

4. Teachers shall be evaluated only by persons certificated to supervise instruction. The responsibility to become certificated will be solely that of the employee.

5. Employees shall be granted the right to reproduce any materials in their file not considered to be privileged, such as confidential credentials and related personal references normally sought at the time of employment. Notice of such requests shall be made in writing to the Superintendent or his/her designee at least twenty-four (24) hours in advance.

F. No employee shall engage in any activity related to outside employment during school hours or on school grounds unless approved by the Superintendent or his or her designee.

G. An employee who engages in compensated work outside of his/her responsibilities with the district shall do so only on his/her own personal time, personal day, or vacation day.

H. An employee who receives an honorarium or other similar payment on a professional day shall surrender the amount to the district up to the employee's per diem rate of pay for each day to which the payment is applicable.

I. All audio-monitoring and formal evaluation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. There shall be no monitoring of the lounges and workrooms.

**ARTICLE V**  
**NOTIFICATION OF RETURN/DISMISSAL PROCEDURE**

A. On or before the date established by state law, the Board shall give to each non-tenured teacher or other probationary employee continuously employed since the preceding September 30, either a written offer of a contract for employment for the next succeeding year, providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or a written notice from the Superintendent that such employment will not be offered.

B. Notification of Intention to Return - If the employee intends to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before May 30, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the employee.

C. Any employee who has tenure or who is continuously employed for more than three (3) years who submits his/her resignation for the purpose of retirement to the Board by January 15, effective the following June 30, shall receive the following additional compensation at the time of his/her retirement on June 30: for certificated staff, if notice is timely: \$1,318 in each year of the current contract and for non-certificated staff, if notice is timely: \$549 in each year of the current contract.

If notice is given by January 15, the employee has the option of:

- Receiving the whole retirement benefit on July 31; or
- Deferring 100% of the whole retirement benefit until January 15 of the following year;
- Receiving 50% of the retirement benefit on July 31 and deferring 50% of the retirement benefit to January 15 of the next following year, provided such deferral is permitted under IRS rules.

If notice is not given by January 15, the employee will receive only 25% of retirement benefits on July 31, and balance of payment will be deferred until July 15 of the second following school year. The employee will not be entitled to the additional compensation stated above. In the event an employee is precluded from providing timely notice due to unanticipated forced relocation, illness, family tragedy, or other documented unforeseen extenuating circumstance, then said retirement shall be treated, for purposes of this paragraph, as though the notice had been given by January 15. All retirement benefits shall be in the name of the employee, but in the event of the employee's demise, shall be paid to the employee's estate.

**ARTICLE VI**  
**PROTECTION OF EMPLOYEES**

A. An employee believing he/she is working under unsafe or hazardous conditions or performing tasks endangering health or safety should notify, in writing, his/her immediate supervisor of such conditions. If such conditions persist, a grievance may be initiated.

B. 1. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary:

- a. to quell a disturbance threatening physical injury to others;
- b. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- c. for the purpose of self-defense; and
- d. for the protection of persons or property.

2. Such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this Section. Every resolution, by-law, rule, ordinance, or other act of authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

C. It is agreed that whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties in such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses. This indemnification provision shall not be interpreted as providing any additional protection beyond that mandated by law.

D. Should any criminal action be instituted against any such person for any such act or omission, and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

E. 1. All cases of assault suffered by an employee in connection with his/her employment shall be immediately reported, in writing, to his/her Principal or immediate supervisor.

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

F. The Board reserves the right to have accident claims confirmed by a physician designated by the Board. The fee for such examinations shall be paid by the Board.

**ARTICLE VII**  
**MAINTENANCE OF STUDENT CONTROL & DISCIPLINE**

A. The Board recognizes its responsibility to continue to give administrative support and backing to teachers in maintaining student control and discipline, provided that all disciplinary action and methods for which such backing is sought shall be reasonable and just and in accordance with law, established Board policies, and administrative procedures and regulations. Such policies, procedures and regulations shall be provided to the Association, and shall be available in the main office of each building.

B. It shall be the responsibility of the teacher to report to his/her Principal, in writing, on forms provided, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel, and such forms shall provide for a response from the Principal to the initiating teacher within ten (10) days. The response may merely be a progress report on the action taken.

C. Administrative decisions and responses issued in the course of student discipline are not grievable.

**ARTICLE VIII**  
**ASSOCIATION RIGHTS & PRIVILEGES**

A. Complaint Procedure

1. It is understood that from time to time people may approach administrators with their comments and perceptions regarding the performance of an employee. It is the policy of this district that an appropriate balance be struck between a complainant's right to confidentiality and an employee's right to be given the identity of a complainant when that complainant's criticism forms the basis of a negative evaluation or disciplinary action. All complainants are to be encouraged to contact the employee initially.

2. Written comments of praise shall be copied to the employee and placed in the employee's personnel file.

3. Critical comments, whether in writing or not, shall be promptly investigated and assessed by the appropriate administrator. If such comments or criticisms are determined to be unfounded, they shall be discarded and disregarded by the administrator.

a. If as a result of the administrator's review it is determined that any meetings are necessary, the employee has the option of having a representative of the Association present at such meetings.

b. If as a result of the administrator's review it is determined that the criticism is valid, then either of the following courses of action is to be followed:

(1) If the administrator determines through his/her observation and review of documentation other than the complaint itself that the performance deficit is to be noted in the employee's evaluation, then no disclosure of the identity of the complainant who initially brought the matter to the administrator's attention shall be made.

(2) If the deficit is evidenced only by the complaint or that complaint is referenced by the administrator in writing or orally, then disclosure of the identity of the complainant shall be made.

4. The employee has the right to respond to and rebut any complaint.

B. The Board agrees to make available to the Association, in response to reasonable requests, the information which is in the public domain.

C. Association officers and committees will not perform Association business during assigned school hours, nor will Association meetings be conducted on school premises, without authorization from the appropriate administrative officer. Association business and meetings may be conducted during lunch periods or unassigned periods.

1. An Association representative may speak during a building faculty meeting at a time agreed to in conference with the Principal.

D. The Association shall, at reasonable times, with permission and at the discretion of the building administrator, have the use of facilities, office equipment and audio-visual equipment. The Association shall reimburse the school district for all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. 1. The Association shall continue to have in each school building the use of a bulletin board in the faculty lounge and each separate teachers' dining room, if such exists. The Association shall also continue to have adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin board shall be given to the building Principal, but no approval should be required.

2. Posters or announcements pertaining to Association affairs will not be posted on bulletin boards in any area accessible to the public or the students, unless such have first been approved by the appropriate administrator.

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees of the unit and to no other organizations.

H. The Association has the right to address new employees at a general meeting, should employees be assembled by the administration for orientation day at the beginning of the school year.

I. The Association, on or before May 15, shall notify the Board of the Association's selection of either I.1. or I.2. of this Article:

1. If the President of the Association is a member of the certificated staff, he/she shall be assigned the first four periods, three of which will be instructional assignments, and one for preparation period. In the event the President is a member of the non-certificated staff, his/her work assignment shall be for the first half of the workday. The President shall receive full salary according to his/her place on the salary schedule; or

2. The Board shall grant an approved leave at full pay to the President of the Association. Upon return from approved leave, the President shall be reinstated to a position within his/her certification and as similar as possible to the position held prior to beginning said leave. The Board does not guarantee reinstatement to the same assignment, but only to a position. Upon reinstatement, he/she shall be placed on his/her proper step on the salary guide as if he/she had been actively employed by the Board during his/her leave. The Board shall pay 100% of the premiums for health insurance coverage for the President during his/her leave. While the President remains as a full-time Board employee and is on leave:

- a. The Association shall reimburse the Board for the full salary amount.
- b. The Board shall permit the President to enroll in any of the health benefit coverage plans offered to all other employees within the bargaining unit.
- c. The Association shall reimburse the Board for the full premium cost related to the President's health coverage selection minus the President's payroll deduction contribution for said coverage.

3. Association President Release Time

The President shall remain on staff as a Board employee, receive the full annual complement of sick leave, personal days and guide movement and all the terms and conditions as provided in the collective bargaining agreement. The President shall report his/her attendance during the school year, consistent with the existing practice.

J. The Association President will be provided a District Identification Card for purposes of ID only for entering buildings.

**ARTICLE IX**  
**EMPLOYMENT PROCEDURES**

A. 1. Each presently employed employee shall be placed on his/her proper step of his/her salary schedule in accordance with his/her status as of the beginning of his/her contractual year. Employees must be in an active pay status for at least forty-five (45) days in order to receive an increment in a subsequent year.

2. The Board reserves unto itself the right to grant credit for any experience which it deems of value to the school system at the time of initial employment.

B. Previously accumulated unused sick leave days, in this particular district, shall be restored to all returning employees who were on Board approved leave.

C. Certificated Personnel

1. Full credit for teaching experience is allowed.

2. Full credit for up to four (4) years military service is allowed.

3. All changes in salary based upon additional training become effective on September 1 or February 1 of each school year. This training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by official transcripts from accredited colleges or universities, and filed in the Superintendent's Office.

4. Bachelors + 18 placement must consist of graduate level courses.

5. For movement beyond the Masters column on the guide, the graduate credits must be in addition to those required for the degree. Graduate credits earned prior to July 1, 1989 must have been acquired after the Masters degree was earned. However, graduate credits earned after July 1, 1989 are applicable.

6. For newly hired employees effective March 1, 2007, only graduate credits acquired after completion of the Master's degree will be eligible for guide movement beyond the Master's column.

7. Effective January 1, 1995, continuing education units (CEU's) may be used for placement on the B+18 or M+30 as set forth in Article XX.E.2.I. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

8. Credits for undergraduate courses shall be used for placement on the B+18 or M+30 guides as set forth in Article XX.E.2.e. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

D. Non-Certificated Personnel

Seniority is defined as an employee's continuous length of service and shall commence as of the original date of hire. An employee's seniority shall be his/her date of commencement of employment, including the probationary period, for purposes of benefits. Seniority shall prevail



among tenured employees in matters concerning layoffs, recalls, when the skill and ability in performing the work in question are relatively equal among the employees involved, in the opinion of management.

**ARTICLE X**  
**PROCEDURE FOR ASSIGNMENTS**

A. Contracts normally will be distributed between April 15 and May 10 of the school year. Notice and/or contracts normally shall be returned, signed by the employee, within two (2) weeks of receipt of said notice or contract.

B. 1. No later than the last day of school of any year or earlier if conditions make possible, all teachers shall be notified in writing of the following matters concerning their assignment for the following year:

- a. subject to be taught
- b. grade or class assignment
- c. building assignment
- d. length of school day and required hours

2. No later than the last working day of school of each non-certificated employee, he/she shall be notified in writing of the following matters concerning his/her assignment for the following year where appropriate:

- a. building assignment
- b. required hours

C. In the event that changes are made in B.1. or B.2. above following the last day of school in any year, the employee affected shall be notified promptly in writing. The employee may request a conference to review the change with the Superintendent or his/her designee. The employee at his/her option may have a representative of the Association present upon so notifying the Superintendent in writing.

D. No later than May 15 of any year, and earlier if conditions make possible, all teachers shall be notified of the school calendar for the following year.

E. 1. It is understood by all parties that many factors are involved in determining the items specified under Article X.B. and Article X.D.

2. Circumstances and/or emergencies may necessitate a change. This section is not to prohibit changes to individual employees. The individuals and/or the Association shall be notified prior to implementation of such change.

F. In the event of a change pertaining to Article X.B. after the last day of school to a specific teacher, such teacher is released from the requirement to provide a sixty (60) day notice of intent to resign unless the change occurs as a result of a decrease in the number of students. The teacher is required to notify the Superintendent of resignation within two (2) weeks after receiving the mailed notification of changed status to the specific teacher.

G. Traveling Employees

1. Schedules of teachers who are assigned to more than one (1) school will be arranged to keep to a minimum interschool travel, recognizing first the instructional needs of students. Such teachers will be notified of any changes in their schedule as soon as practicable.

2. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day:
  - a. will be reimbursed for all such travel between schools at a rate equal to the Internal Revenue Service allowance for travel;
  - b. will receive this reimbursement within a reasonable time after the proper submission of forms to the appropriate administrative office.
3. Employees shall not be required to use their personal vehicles to transport other employees.

**ARTICLE XI**  
**PROCEDURE FOR PROMOTIONS**

A. All job vacancies will be publicized electronically, and a copy emailed to the Association President.

1. If any vacancy occurs after the close of school in June and before the opening of school in September, notice of such vacancies will be transmitted to the Association at the time of posting.

2. The sole remedy for non-compliance shall be a requirement to re-post the position.

B. Employees who desire to apply for such vacancies shall submit their applications via the method specified in the job posting within the time limits specified in the notice. In the event the employee is not offered the position, the Superintendent or his/her authorized agent shall notify the employee.

C. Nothing contained herein can be construed to imply that the Board has waived the right to fill any position in the District with other than presently employed personnel, nor has it waived any right to determine qualifications of all those considered for such positions. In the event the employee is not offered the position, the Superintendent or his/her authorized agent shall notify the employee in writing.

D. In situations set forth in Article XI.A. above, position descriptions and/or qualifications shall be clearly set forth.

E. Advancement of employees desiring reclassification shall be based upon qualifications. Considerations for advancement from one classification to the next highest classification shall be afforded to employees (1) when vacancies occur, and (2) when the employee has acquired such skills and proficiencies as are required in the next highest classification and the employee has demonstrated capability in performing duties specified in the job requirements of the higher classification. The Superintendent shall make the decision after giving due consideration to the employee request and the needs of the district.

**ARTICLE XII**  
**PROCEDURE FOR TRANSFERS**

A. All transfers will be made at the discretion of the Superintendent after giving due consideration to area of employee competency, teacher's certification and content knowledge, quality of work performance and length of service in the school district. Nothing contained herein can be construed to imply that the Board has waived the right to consider other factors such as the desired balance of any teaching staff or non-certificated employees in any school within the District.

B. Employee Request

1. An employee, other than non-tenured, may request a change of school, assignment, or both when such request is made before May 1. A written request should be sent electronically to Human Resources with a copy to the immediate supervisor.

C. Administrative Decision

1. When the Superintendent believes that a transfer is necessary, the employee will be advised of this decision in writing immediately upon it becoming firm. The employee will have recourse to the provisions in Section B.2.

2. Notice of all transfers will be given to the teachers concerned as soon as practicable, and under normal circumstances, before the end of the school year.

3. Teachers transferred within the building or to a new building shall be provided with custodial assistance and packing supplies.

D. Notification of Vacancies

1. Certificated and non-certificated employees who desire a transfer or reassignment of position or to another building may file a written statement of such desire with the Superintendent or his/her designee. Such statement or request shall include the specific change or changes in order of preference, if such exists. Requests for transfer or reassignment shall be submitted not later than May 1 of a school year.

2. A list of known vacancies that will exist the following year shall be posted at all worksites by May 15 so that employees may apply for open positions. This list should be kept up to date throughout the year. A copy of said list shall be emailed to the Association President.

**ARTICLE XIII**  
**SICK LEAVE**

A. 1. It is agreed that sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

2. It is agreed that all persons holding any office position, or employment in all local school districts, regional school districts, or county vocational schools of the state, who are steadily employed by the Board of Education, or who are protected by tenure in their office, position or employment under the provisions of this or any other law, except persons in the classified service of the Civil Service under Title II, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. Two (2) additional days per year shall be added for personnel employed full time on a twelve (12) month basis.

3. It is agreed that if any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. All unused personal days will be converted to sick leave days and credited to the employee's accumulated sick leave.

4. Twelve (12) month employees shall be given a written accounting of accumulated sick leave days and vacation days no later than August 15 of each year. Ten (10) month employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

5. Any employee non-renewed from the District shall have unused sick leave restored upon his/her reemployment to the District if hired into a unit position within the next school year. Any new sick leave allotment will be pro-rated if the employee is reemployed after the commencement of the school year.

**B. Payment for Unused Sick Days**

1. To be eligible for payment for unused sick days, an employee must take an early retirement, a disability retirement, or a service retirement, and must have completed ten (10) years of service within the district.

2. Payment shall be based upon sick leave days that the retiring employee has accumulated beyond 30 days and at the rate, for certificated employees of \$70 per day in the current contract, and for non-certificated employees of \$49 per day in the current contract.

3. Any employee who dies shall be entitled to have the benefits as outlined in Article XIII.B.2. paid to his/her estate.

4. The employee may opt to receive the reimbursement of sick leave payment in the tax year he/she retires or to receive payment January 15 of the proceeding tax year, provided such deferral is permitted under IRS rules.

**ARTICLE XIV**  
**TEMPORARY LEAVE OF ABSENCE**

A. In the event of death in the immediate family, an allowance of up to five (5) school days shall be granted. Immediate family shall be considered parent, parent-in-law, spouse, child, sibling, grandparents, daughter-in-law, son-in-law, grandchild, step-parents, step-grandparents, step-children, step-brothers, step-sisters, brother-in-law, sister-in-law, or any relative or friend domiciled with the employee.

B. In the event of serious illness in the immediate family, an allowance of up to three (3) school days leave shall be granted. Immediate family is defined the same as Article XIV.A. above.

C. In the event of a death of any other relative or close friend, an allowance of one (1) school day leave per year shall be granted if such is necessary.

D. In addition to those days of personal leave granted in paragraphs A, B and C above, an allowance of up to three (3) school days leave shall be granted for personal reasons.

E. In accordance with the present Board policy, an employee who is required to go on temporary military leave, including activation in the U.S. Reserves, State or National Guard, during his/her calendar work year, shall be paid an amount equal to his/her regular pay less any monies received for such temporary military service.

F. In the event an employee is required to serve on jury duty, such employee will have deducted from his/her salary the amount of money which will have been paid him/her for his/her service.

G. The Superintendent, at his/her sole discretion, may grant time to attend professional meetings, conferences, and visitations. The Board will bear the full cost of workshops, conferences, and conventions attended, provided prior approval of the cost is acquired. The costs shall include tuition, travel, room and board.

H. Temporary leaves granted shall not be charged against an employee's individual sick leave.

**ARTICLE XV**  
**EXTENDED LEAVE OF ABSENCE**

A. An unlimited number of fully compensated days of illness or approved medical care, in excess of accumulated sick leave, in accordance with need and after proper application to the Superintendent, may be granted to all employees. In all cases, the Superintendent will review all the details with the Board and make recommendation concerning the status of the employee. The Superintendent may require a physician's certificate in case of sick leave claimed. Grievances initiated under this paragraph shall terminate at the Board level.

B. A leave of absence without pay of one or two years, as dictated by the program, may be granted subject to the recommendation of the Superintendent and subsequent Board approval to a tenured teacher who joins the Peace Corps, Vista, National Teacher Corps, or becomes an overseas exchange teacher. The employee must be a full-time participant with verification of acceptance in the program and dates of participation to be filed in the office of the Superintendent.

C. Child Rearing Leave

A child rearing leave shall be granted upon request to any tenured employee for a period which shall not extend beyond the second June 30th for twelve (12) month employees, and August 31st for ten (10) month employees, after the date on which the leave is granted. All such leaves shall end on the last day of a marking period, or the last day of the school year in the case of the last marking period.

1. By April 15 of the preceding school year, employees must notify the Superintendent of their intent to return to the district on July 1 for twelve (12) month employees and September 1 for ten (10) month employees or their intent to remain on leave. Failure to provide notice by April 15 shall make the employee ineligible for the second year of a child rearing leave. In the event an employee is precluded from providing timely notice due to illness, family tragedy or other documented, unforeseen, extenuating circumstances, the April 15 notice can be waived by the Superintendent.

2. All requests for such leave shall be made at least sixty (60) days prior to the date of commencement of the child rearing leave. In the event of adoption or other emergency in which the employee does not have sufficient notice to meet this sixty (60) day requirement, the employee shall provide such notice as is possible under the circumstances, and the Board shall have the right to waive the notice and commencement date requirements set forth herein.

3. If the need for a child rearing leave is negated prior to its commencement, the employee shall notify the Superintendent/designee as soon as possible, and the leave shall be cancelled, provided the Board is not obligated thereby to employing both the employee and a replacement employee already under contract. If such leave has commenced and the need for it is negated, the employee shall notify the Superintendent/designee and be entitled to return at the beginning of the next marking period, provided the Board is not obligated thereby to employing both the employee and a replacement employee under contract.

4. Non-tenured employees may request and may be granted leave under the provisions above. However, such leave shall not go beyond the contract year in which it commenced.



D. Employees may use accumulated sick leave as paid leave for reasons of disability related to pregnancy. The Superintendent/designee may require a physician's certificate verifying the disability and the duration thereof.

E. Upon return from leave granted pursuant to paragraph B of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave for salary purposes only, and no other benefits, and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on leave.

F. All unused accumulated sick leave benefits accrued at the time of the starting date of any Board approved unpaid leave shall be restored to the employee upon return. Sick leave credit shall not accrue for the time of any Board approved unpaid leave of absence.

G. Other leaves without pay may be granted by the Board upon recommendation by the Superintendent.

H. Upon return from a one (1) year Board approved unpaid leave of absence, an employee shall be considered as if he/she were actively employed by the Board during the leave for salary purposes and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on leave. Upon return from a Board approved unpaid leave of absence for more than one (1) year, but not more than two (2) years, the employee shall not advance one step on the salary guide, except as specified in paragraph E.

Effective with the 1993-94 contract year, an employee who takes a one (1) year Board approved leave shall no longer be considered as if he/she were actively employed by the Board during the leave for salary purposes, excluding the leave granted pursuant to paragraph E.

I. During any Board approved unpaid leave of absence, the employee shall be afforded the opportunity of participation in the group health insurance plan at his/her own expense.

**ARTICLE XVI**  
**EMPLOYEE EVALUATION PROCEDURES**

A. Certificated Staff

1. Teachers shall be evaluated consistent with applicable state statute and regulation (current references are P.L. 2012, c.26 and N.J.A.C.6A:10) as reflected in Board Policy 3221, adopted 8/21/2014.
2. An employee shall be given a copy of his/her summary evaluation report by June 15th. The employee has ten (10) working days to respond to the report, which must be received by June 30th.
3. Every post-observation conference must occur face-to-face between the certified supervisor conducting the evaluation and the employee who was evaluated.
4. No evaluation report shall be submitted to Human Resources or placed in the employee's file without his/her knowledge. No employee shall be required to sign a blank or incomplete evaluation form.
5. The administration will consult with designated Association representatives in developing forms used for formal observation and evaluation reports.
6. The teacher shall submit his/her comments of the evaluation within ten (10) working days following the post-conference/written evaluation, which must be received by June 30th.
7. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

B. Non-Certificated Staff

1. Each non-certificated personnel will be entitled to at least one (1) supervisory report prior to action concerning contract renewal for the subsequent or next employment year.
2. Any written evaluation made after an observation by a supervisor shall be submitted to the employee within ten (10) working days after such evaluation was made.
3. Written observations by supervisory personnel shall include a follow-up conference with the employee within ten (10) working days of the observation, unless the employee is absent. The conference must be face to face between the supervisor and the employee.
4. An employee shall be given a copy of his/her written evaluation report and be asked to sign it by June 15<sup>th</sup>. This signature shall indicate only that the employee has seen

the completed evaluation report. The employee has up to ten (10) working days to respond and return the evaluation, which shall be no later than June 30th.

5. No evaluation report shall be submitted to Human Resources or placed in the employee's file without his/her knowledge. No employee shall be required to sign a blank or incomplete evaluation form.

6. Employees shall be provided in advance with the evaluation instrument to be utilized.

7. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

**ARTICLE XVII**  
**DEDUCTIONS FROM SALARY**

**A. Payroll Dates**

Pay periods end on the 15th of each month and on the last day of each month. Employees shall be given their checks on these specified days, with the exception that if such days fall on a weekend or within a vacation period, the checks shall be distributed to all employees on the last work day, as determined by the ten (10) month calendar, preceding such weekend and vacation periods.

B. Employees employed on a ten (10) month basis shall receive their final checks on their last working day in June following clearance approval from their principal and/or supervisor.

C. On or before September 15, each employee shall receive a statement explaining the deductions from his/her salary. On or before the end of any pay period wherein a significant change is made in any employee's deductions, the employee shall receive a written explanation.

D. No hourly employee shall work for less than minimum wage. In the event the minimum wage is altered and an hourly employee is below, the parties agree to negotiate adjustments.

E. Nothing in this Agreement can be construed to mean that the Board has waived either the right to grant an extra increment or to withhold an increment. Any increment or part thereof, if such is withheld, shall not be required to be restored in subsequent years in whole or in part. No employee shall have an increment withheld without just cause.

F. No employee shall be required to pay for any medical examination required by the Board as a condition for continued employment, providing that he/she goes to a Board approved physician.

**G. Association Payroll Dues Deductions**

The Board agrees to deduct from the salaries of its teachers dues for the United Teaching Profession, which includes the East Brunswick Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. The Board agrees to deduct from the salaries of all employees, other than teachers, those dues for the above associations which the employee desires to join. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the East Brunswick Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

H. The associations named above shall certify to the Board in writing by October 15 of a school year the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

I. The Board agrees to continue to maintain an agency shop fee system in accordance with law. Such representation fee shall be equal to 85% of the applicable dues structure as provided by the Association to the Board. The Association will hold the Board harmless in the event of any suit or judgment. The Board shall have the right to select its own attorney to represent it, and the Association will assume all attendant reasonable attorney's fees as well as costs of suit.

J. The Board agrees to deduct from the salaries of its employees as authorized by the employees, tax sheltered annuities, credit union, United States Savings Bonds and guaranteed income protection insurance.

1. Employees may individually elect to have a percentage of their monthly salary deducted from their pay. Payroll deductions, in multiples of \$10, can be deposited in a summer savings program and/or regular savings program with the Southern Middlesex County Federal Teachers Credit Union.

2. It is understood and agreed that the Board assumes no liability in connection with its agreement to make deductions in this paragraph. The sole responsibility of the Board shall be to make deductions as directed by the employee and to transmit those funds to the appropriate depositories in a businesslike manner.

3. Procedure for Withdrawal. The filing of notice of employee's withdrawal shall be prior to June 1 and become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.

**ARTICLE XVIII**  
**INSURANCE PROTECTION**

**A. COVERAGE FOR EMPLOYEES AND THEIR DEPENDENTS**

1. MEDICAL - Effective July 1, 2010, the Horizon Blue Cross Blue Shield Direct Access 10 and Direct Access 15 Plans 19 (hereinafter, "Direct Access 10 Plan" and "Direct Access 15 Plan", respectively) shall be in effect as the hospitalization/medical insurance coverage. The benefit period and lifetime maximums for the Direct Access 10 Plan and the Direct Access 15 Plan shall be unlimited for in-network services and \$5,000,000 for out-of-network services.

2. PRESCRIPTION - Effective July 1, 2010, the Board shall provide a prescription drug insurance plan with a \$30 deductible for formulary drugs; a \$20 deductible for brand name drugs; a \$10 deductible for generic drugs only; and a \$5 deductible for mail orders.

3. DENTAL - The Board agrees to provide for dental coverage for each employee and covered dependent.

4. VISION - Effective March 1, 2007, the Board agrees to provide a vision plan for each employee and covered dependent enrolled in the Board's medical plan. The vision plan shall provide up to \$100 reimbursement for hardware coverage (frames, lenses, contact lenses) per covered individual per calendar year.

5. Non-pensionable health benefit stipend allotment of \$300,000 for the 2019-2020 year, and \$300,000 for the 2020-2021 year, which shall be equitably distributed at the discretion of the Association.

**B. ELIGIBILITY: GENERAL** - Employees shall be eligible for medical, dental, prescription, and vision coverages upon meeting the following criteria:

1. In accordance with federal law, employees working thirty (30) hours or more per week shall be entitled to full coverage.
2. Employees working twenty (20) to twenty-nine (29) hours – shall pay the first fifty (50) percent of the insurance coverage before applying Article XVIII.D., Employee Contribution to Health Benefits Coverage.
3. Employees eligible to receive health insurance coverage pursuant to the above Article XVIII.B.2. as of June 18, 2015 shall be grandfathered under said provisions. A list of those employees shall be prepared and agreed upon by the parties.
4. All other employees not grandfathered pursuant to Article XVIII.B.3. shall be entitled to health insurance coverage pursuant to the above Article XVIII.B.1.

**C. ELIGIBILITY: NEW EMPLOYEES** - Subject to the general eligibility requirements in Article XVIII.B. and the contribution requirements in Article XVIII.D., new employees shall be entitled to

prescription, dental, and vision coverage, and to the following medical coverage for the first four (4) years of their employment:

1. Employee-only coverage in either the Direct Access 10 or the Direct Access 15 Plan paid by the Board;
2. Employee and dependent coverage in the Direct Access 15 Plan paid by the Board; or
3. Employee and dependent coverage in the Direct Access 10 Plan whereby the employee will pay the difference in premiums between the Direct Access 10 Plan and the Direct Access 15 Plan.
4. At the end of the four (4) year period, employees may opt for dependent coverage under the Direct Access 10 Plan at the Board's expense.

D. EMPLOYEE CONTRIBUTION TO HEALTH BENEFIT COVERAGE - Employees shall pay the Tier IV rates set forth in P.L. 2011, chapter 78 ("Chapter 78") towards his/her health plan. This payment is in addition to any premium amount paid by employees such as those who a) share one-half the premium cost with the Board or b) pay the differential between the available plan options. Employees who waive health insurance coverage in accordance with Article XVIII.H. are not subject to this assessment in accordance with law.

E. DEPENDENTS - The Board agrees to provide coverage under health insurance contracts for dependent children until midnight of the dependent child's twenty-sixth (26th) birthday, and further agrees to pay additional premiums up to an annual maximum of \$2.76 per employee with coverage on a parent/child contract basis and up to an annual maximum of \$3.60 per employee with coverage on full family contract basis.

F. CONTINUED COVERAGE - Any employee who is granted extended sick leave without pay by the Board shall also have the right to continued health insurance coverage by the Board for a period of leave not to exceed three (3) months.

G. COBRA - Employees will be afforded the rights set forth under the federal COBRA statute and the rules and regulations adopted thereunder.

H. COVERAGE WAIVER - Employees shall be offered the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following conclusion of that school year. Employees entitled to full coverage paid by the Board shall receive \$1,500 and the employees for whom the Board would otherwise pay one-half (1/2) the cost of the premium shall receive \$750. If an employee elects to return to coverage at any time during the year, he/she may do so, but forfeits the \$1,500 or \$750 payment. Entry and re-entry to coverage shall be in accordance with the rules of the carrier. New employees who elect not to take coverage shall receive a pro-rated share of the bonus.

I. 1. Ten (10) month employees who do not return to work to fulfill the terms of their subsequent individual employment contract shall be responsible for all medical costs incurred, including, but not limited to COBRA from the end date of their prior individual employment contract. The affected

employee's resignation date shall be amended retroactively to the first day following the last day of the prior individual employment contract.

2. Ten (10) month employees who do not return to work to fulfill the terms of their subsequent individual employment contract because of a serious medical condition that renders the staff member unable to work in any capacity shall continue to receive full medical insurance coverage up to the date of resignation in July or August.



**ARTICLE XIX**  
**MISCELLANEOUS PROVISIONS**

A. The Board, subject only to the language of this Agreement, reserves unto itself full jurisdiction and authority over matters of policy, and retains the right, in accordance with applicable laws and regulations, (1) to direct employees of the school district, (2) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (3) to relieve employees from duties because of lack of work or other legitimate reasons, (4) to maintain the efficiency of the school district operations entrusted to them, (5) to determine the means, methods, and personnel by which such operations are to be conducted, (6) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

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

C. For all personnel for whom the Board authorized payment, the reimbursement for the use of privately owned automobiles shall be at a rate equal to the Office of Management and Budget allowance for travel.

D. No employee shall be required to use his/her car to transport students.

E. Instructional Councils

1. Faculty Councils

a. There shall be maintained in each school with a Principal a Faculty Council of not less than three (3) nor more than eight (8) members in the elementary schools, not less than six (6) nor more than twelve (12) in the middle and junior high schools, and not less than six (6) nor more than fifteen (15) in the senior high school, elected by the staff.

b. The Faculty Council shall meet once a month, discuss and study professional matters pertaining to the building, and make recommendations in writing to the building Principal. The building Principal shall report back to the Council the progress of the recommendations within thirty (30) days in writing.

c. In addition, the Faculty Council shall, as necessary, work cooperatively with the District-wide Council on professional matters and projects pertaining to the school system.

2. District-wide Council

a. There shall be continued in the school district a District-wide Council of not less than five (5) nor more than seven (7) faculty members selected from the members of the Faculty Councils by the President of the Association and such administrators designated by the Superintendent, not to exceed seven (7).

- b. The Superintendent and the President of the Association are ex-officio members of the District-wide Council.
  - c. The chairperson of the District-wide Council shall be selected yearly, rotating each year between the administrators and the faculty members. The President shall appoint a secretary at the first meeting of each school year.
  - d. The District-wide Council shall meet once a month on a regularly scheduled basis and such other times as is necessary. The District-wide Council may establish such committees and sub-committees as necessary.
  - e. The District-wide Council shall meet, discuss and study professional matters pertaining to the school system.
  - f. The professional matters requiring discussion and study may be initiated by the District-wide Council or the Superintendent.
  - g. Recommendations of the District-wide Council shall be submitted in writing to the Superintendent. The Superintendent shall convey the Council's recommendation to the Board. The Superintendent shall report back to the Council the progress of the recommendation within sixty (60) days in writing.
3. Purpose of the Faculty Council and District-wide Council
- a. Neither the Faculty Councils nor the District-wide Council shall have as their purpose, nor shall they attempt the discussion, determination or settlement of grievances, changes in interpretation of the Agreement, or practices under the Agreement, or additions to or deletions from the Agreement.
  - b. Matters discussed by the Faculty Councils with the Principals or the disposition of recommendations made by the District-wide Council shall not be the subject of grievances.
  - c. Nothing in the establishment of the Faculty Councils nor the District-wide Council shall preclude the Superintendent, Assistant Superintendents, or building Principals from appointing faculty members to or forming within the district other committees or councils of an ad hoc nature to discuss, study or recommend to the administrators on matters of educational concern to the district.
  - d. The District-wide Council shall not have the authority to make policy, alter existing policy, or in any way depart from the established administrative or Board regulations; nor shall it have authority to make commitments for expenditures of funds. Meetings of the District-wide Council and the Faculty Councils shall take place other than the hours school is in session, unless the Superintendent shall at his/her discretion determine otherwise.

**ARTICLE XX**  
**CERTIFICATED STAFF**

A. Work Year

1. The work year for ten (10) month employees employed in East Brunswick on a ten (10) month basis shall consist of 187 workdays, and newly employed certificated personnel are required to attend three (3) additional days for orientation. The number of workdays shall be reduced by three (3) for certificated ten (10) month employees if those days are not used for unexpected school closings. The last two (2) school days shall be four (4) hour student days.

2. The in-school work year for employees employed on a twelve (12) month basis shall be 260 days from July 1 to June 30, less sixteen (16) paid holidays, less accrued vacation.

3. All twelve (12) month school counselors shall work the twelve (12) month calendar as per Article XX.A.2. above.

a. During spring and winter recess, twelve (12) month certificated school counselors and psychologists shall not be required to report to their buildings when administrators are not working in the building or the building to which they are assigned is not heated or cooled as may be appropriate. Central administration shall make alternative arrangements for personnel under such circumstances.

b. The Board shall have the right to hire ten (10) month school counselors, who shall work the ten (10) month calendar.

4. The Board shall have the right to employ Child Study Team members on a twelve (12) month basis. Current ten (10) month employees shall be offered such positions prior to hiring from the outside.

5. The work year for Cooperative Education Teacher-Coordinators shall consist of the ten (10) month calendar plus twenty (20) additional days.

6. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

7. Twelve (12) month employees shall be provided with up to three (3) nonaccumulative leave days to be utilized only during the winter recess period. Any such days not utilized during that recess period shall be lost.

8. No twelve (12) month employee shall be permitted to take vacation during the Monday through Friday of the week prior to the opening of school for students, except as may be approved by their immediate supervisor.

9. The parties agree to establish a committee of EBEA, EBPSA and Administration representatives to discuss summer flex time.

10. Summer Employment - The stipend set forth in the salary schedule appended to this Agreement reflects payment per session. If there is any change in the length of each session or the daily time during which each session meets, the stipend shall be adjusted on a pro-rata basis.

- a. Teacher attendance shall not be required when summer school student attendance is not required.
- b. In the event employees working during the Summer School are required to be absent due to an illness, they may, at their option, use up to one (1) day per each three (3) week session from their accumulated sick leave bank. If said option is not exercised, or if more than one (1) day of absence occurs, the employee will be docked his/her Summer School daily rate of pay.

11. The employee work calendar for all employees shall be as set forth herein.

- a. The school calendar will reflect two (2) single-session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

## B. Hours & Workload

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area.

2. All certificated staff shall report for work twenty (20) minutes before the opening of the students' day. This increase of the teachers' before student day time from ten (10) minutes to twenty (20) minutes shall be non-instructional time.

3. PM Bus Duty - One (1) or more staff members at Hammarskjold shall be assigned to a flex schedule starting the day at Period 2 and remaining equivalent to one (1) period beyond student dismissal. Staff member(s) shall be assigned PM bus duty and provide coverage for students awaiting late buses. The position shall be voluntary. If there are no volunteers, the principal may assign staff member(s) to the position. In the event of an emergency, the principal can require other staff members to remain. In the elementary schools, in the event that a bus or buses are late, the Lead Teacher in the building shall relieve the staff members on bus duty as part of the Lead Teacher's time commitment to the position.

4. School Library Media Specialists and school nurses may be assigned continuous hours different from that set forth in Article XX.B.2. above in order to achieve afternoon coverage pursuant to procedures set forth in Article X.

5. Traveling teachers shall not be assigned a duty on days that they travel.

6. Counselors shall work an additional twenty-five (25) minutes over that which is required of other teachers in the particular building.

7. If Counselors or Student Assistance Specialists are required to attend evening guidance programs or to schedule parent conferences after their normal workday, they shall receive compensatory time off on an hour-for-hour basis. Said compensatory time will be scheduled to be taken with the approval of the supervisor, and shall be used not later than the end of the school year in which it was earned.

8. Psychologists, Social Workers and Learning Disability Teacher Consultants shall work an eight (8) hour day. Speech Therapists shall work regular teacher hours.

- a. All current Speech Therapists' schedules, which include one (1) day or two (2) half days for indirect service, shall be grandfathered.
- b. Effective March 1, 2007, newly hired Speech Therapists shall work regular teacher hours and regular teacher schedule. New hires will be given time for indirect service within their schedules.

9. Teachers may leave the building during their duty-free lunch, providing they sign in and out. Teachers may request permission of their building administrator to leave the building for an emergency during their planning period. Approval may be granted at the discretion of the building administrator.

10. Work Load - The following constitutes guidelines for the administrators concerned with scheduling practices as they now exist. Administrators shall make reasonable effort to arrange teachers' schedules to comply with these established guidelines:

- a. In the High School, Junior High School and Middle School: In an eight (8) period day situation, the normal load shall consist of five (5) classroom teaching periods, one (1) preparation period, one (1) duty-free lunch period daily, and one (1) duty period daily.
- b. The Board may assign a teacher to a sixth (6th) classroom teaching period in lieu of a preparation period or a duty period, and either provide an additional preparation period or a duty period, as the case may be, in the other semester during that school year or compensate the teacher at the rate of \$4,188 per each semester of six (6) assigned teaching periods.

(1). High School science teachers who are assigned to teach between 26 and 30 classroom teaching periods per week shall be compensated in accordance with B.11.b. beginning with the 26th teaching period.

- c. No teacher shall teach more than three (3) consecutive periods per day.
- d. In a nine (9) period day situation, the above schedule shall pertain, except that the second (2nd) preparation period in each day shall be available for professional assignments not involving the responsibilities of planning lessons or monitoring student progress. Staff may be required to proctor State and/or federally mandated examinations during their second (2nd) preparation period.
- e. Payment will be made pursuant to paragraph 11.b. of this Article on December 15 and May 31 for each semester, respectively.
- f. Elementary teachers, including kindergarten teachers, shall be assigned two hundred twenty (220) minutes preparation planning time per week in usable blocks of at least twenty (20) minutes and excluding recess time, and should teach continuously for no more than two (2) hours and thirty (30) minutes.
- g. It is a goal of the district to provide coordinated preparation planning time each week to teachers who are required to teach with one or more other teachers.
- h. All teachers shall have a daily duty-free lunch period at least equal in length to that of the student.
- i. In the event that the Board or administration makes changes or cannot adhere to the guidelines established, the teacher affected shall be notified by the administrator in writing, and if after the close of the school year, by certified mail. Within ten (10) days of receipt of notification and upon written request, by certified mail if after the close of the school year, the teacher may have a conference with the administrator to review the schedule. The teacher, at his/her option and upon notifying the administrator, may have a representative of the Association present at the conference. If the teacher

affected fails to initiate a request for a conference within the ten (10) day period following notification to review the schedule, the matter shall not be subject to the grievance procedure.

11. On Staff Development Days, if the District is providing lunch on-site, the staff shall have a one (1) hour lunch break. If the District is not providing lunch on-site, the staff shall have a one and one-half (1 ½) hour lunch break.

12. Vacation (12 month certificated personnel) - All certificated personnel on a twelve (12) month contract will have their vacation days credited at the rate of two (2) per month until their maximum of twenty (20) days per year is reached. Effective on the sixth (6th) workday after notification of their separation from the district, employees will have the right to utilize all vacation days before expiration of their contract if they so desire.

- a. Said employee may accumulate and carry over into any future year no more than ten (10) vacation days, effective with the 1989-90 school year. All days previously accumulated shall be banked.
- b. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.
- c. All requests for vacation are subject to approval in advance, consistent with existing practice.
- d. Certificated personnel, or their estate, shall be paid for all vacation days accrued at time of termination of employment or retirement.
- e. No certificated employee shall take vacation days one (1) week prior to the opening of the school year, or use more than five (5) consecutive vacation days on days when students are present in school, except by mutual agreement between the employee and the immediate supervisor.

### C. Salaries

1. Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. All tenured teachers shall receive \$250 above guide placement, to be included in the regular paychecks. Teachers hired on or after July 1, 2010 will not be eligible for this tenure stipend.

3. All ten (10) month student assistance specialists hired prior to April 25, 2013, shall have their stipends determined by their endorsements.

4. Summer Workshops - Teachers participating in summer workshops shall be awarded either CEU credit or, at the option of the teacher, be remunerated at the rate of \$113 per day in the current contract. The Board of Education shall follow the procedure below for offering either CEU credit or the negotiated rate of pay as remuneration for summer workshops. The Board of Education agrees that it has no intention of assigning summer workshop slots dependent on the option of remuneration that the teacher selects. The teacher shall select the workshop(s) he/she wishes to attend. Upon receiving notification of acceptance into the workshop(s), the teacher

shall notify the Board whether he/she selects CEU credit or the negotiated rate as remuneration.

5. Workshop Presenters - Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for the length of their presentation at the rate of \$56 per presentation hour in the current contract and shall be subject to pro-ration for any fraction thereof. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

- a. Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for one (1) hour of preparation time for each presentation session at the rate specified in Article XX.C.5. above.
- b. Payment at the contract rate is made to a staff member as a presenter under the following circumstances:
  - (1) a staff member(s) is asked by a district administrator and agrees to plan and present all or part of a workshop on an in-house summer or in-service workshop day, or other scheduled workshop;
  - (2) the staff member(s) presents a written plan using the district's Prior Approval Presenter Form, and
  - (3) the workshop has been approved in advance by the Superintendent or his/her designee.
  - (4) Payment is provided at the contract rate specified in Article XX.C.5. above for one (1) hour for workshop preparation plus pre-approved full or prorated presentation time, following receipt by the Human Resources Department of a signed voucher.
- c. Turnkey Trainer - When a staff member agrees in writing to receive specified turnkey training in or out of district, the staff member is expected to turnkey the information to appropriate others during the employee's workday, including district workshop days, other scheduled in-service sessions and/or at staff, department, curriculum meetings. Teachers will serve as turnkey trainers in lieu of the presenter's stipend for a maximum of 16 hours. Hours will be credited and prorated based on pre-approved actual training activities and preparation times. If the turnkey training occurs during the summer months, the trainer will be paid at the contractual participant rate as specified in Article XX.C.4. above in addition to being credited with turnkey hours for preparation and training for the respective workshop. The district's Prior Approval Form for In-Service Presenters will be used to track approved turnkey hours. These 16 hours are not eligible for the presenter's stipend.
- d. Professional Sharing - The purposes of staff meetings, department meetings, grade level meetings, etc. are to share ideas, skills, strategies and to work collaboratively toward professional improvement. Staff members are expected to share instructional strategies, present committee reports, plans, information concerning classroom strategies and activities, and to participate in or informally lead professional discussions, etc. There is no stipend associated with professional sharing.

6. Summer Employment - Should a change in summer school hours be implemented, the stipend shall be adjusted on a pro-rata basis.

7. Ten (10) month certificated employees who are required to work during the summer season shall receive their per diem rate for such service. If required to work less than a full day, the per diem rate shall be pro-rated.

8. Ten (10) month certificated employees who conduct kindergarten orientation and/or preschool handicapped orientation during the summer season shall receive the teachers' summer workshop rate for each session.

9. Ten (10) month certificated employees who attend IEP meetings during the summer shall be paid one fourth (1/4) of the summer workshop rate in Article XX.C.4. above for each hour of attendance.

10. Ten (10) month certificated employees who test new students during the summer shall be paid their regular hourly rate for each hour of testing.

11. Employees who conduct sports pre-physical screenings and/or assist medical personnel during sports physicals shall be paid \$51 per two (2) hour session in the current contract. Any time in excess of two (2) hours shall be paid at a rate of \$21 per hour in the current contract prorated for any fraction thereof. The Board of Education shall follow the procedure below for offering sports physical assignments:

- a. The positions will be posted for a reasonable period of time for voluntary sign-ups by all interested employees.
- b. In the event insufficient volunteers are secured from among the employees, the Board shall solicit appropriately qualified non-employees in order to fulfill its staffing requirements.
- c. Should these staffing requirements still not be met, the Board shall have the right to assign qualified employees in inverse order of seniority. In the event any particular employee is unavailable for good cause, he/she shall be skipped.
- d. Employees who volunteer for sports physical assignments shall be moved to the top of the seniority list for the next sports physical cycle only.

12. An employee who provides piano accompaniment at a District function for which he/she is not the advisor shall be paid the presenter rate specified in Article XX.C.5. above for each hour of accompaniment. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

13. Teachers who work as the before school or after-school as basic skills/ESL tutors, or home instructors shall be paid, \$47 per hour. Teachers who work as the before school or afterschool media specialists shall be paid \$29 per hour.

14. Employees who work as the after-school media technology aide shall be paid \$19 per hour in the current contract.

15. Saturday Detention Teacher/Proctor - Two (2) teachers will be paired for each session. A session is four (4) hours in length with students in attendance for three (3) hours. The teacher shall use the fourth hour, which shall be divided before and after the students' session, to complete administrative tasks. Each teacher shall be paid \$35 per hour in the current contract.

16. Employees who work as a language interpreter shall be paid \$57 per hour in the current contract.



17. Teachers who teach SAT and PSAT prep courses after school hours shall be paid at the rate of \$70 per hour in the current contract.

18. Teachers receiving payment for directing extra-curricular activities and coaching interscholastic sports will receive their stipend in two (2) equal payments as follows:

a. For seasonal activities:

Fall sports - October 15 and November 30.

Winter sports - December 15 and February 15.

Spring sports - April 15 and May 31.

b. For full-year activities the payment will be made on December 15 and May 31.

19. Employees who participate in overnight education programs with the approval of their building Principal shall be reimbursed for legitimate out-of-pocket expenses.

a. Employees remaining with students over night shall be compensated at the rate of \$110 per night per person in the current contract.

b. Employees remaining with students overnight on non-workdays shall be compensated at one and a half (1½) times the rate per night per person stated in Article XX.C.19.a. above.

c. Employees who accompany students on an overnight trip that extends beyond noon on Sunday shall be compensated for Sunday, at the rate of \$110 in the current contract.

20. Early Morning Program - The Program shall operate Monday through Friday for ninety (90) minutes prior to student entrance time.

a. The Site Manager shall be paid a level 1 Advisor Stipend.

b. The Lead School Aide shall be paid the stipend listed on the salary guides in addition to his/her hourly rate for each hour and part thereof worked. The Lead School Aide shall work the hours that the program is in session.

c. The School Aide shall be paid his/her hourly rate for each hour worked. The rate shall be prorated for any part of an hour worked.

21. Overtime/Compensatory Time - Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.

a. At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.

b. Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½) hours of compensatory time for each hour of overtime work.

c. Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash).

d. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:

(1) the average regular rate received by such employee during the last three (3) years of the employee's employment, or

(2) the final regular rate received by such employee, whichever is higher.

- e. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
- f. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

#### D. Professional Responsibilities

1. Back-to-School Night - Teachers shall continue to perform duties at Back-to-School nights in accordance with existing practice.

2. Except as required for purposes of accreditation or in the event of emergencies, building-based teachers may be required to attend no more than ten (10) building faculty meetings per school year. Building faculty meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Nothing in this Article shall be interpreted as to preclude morning meetings if agreed by a majority of faculty members and the Principal.

3. High School, Jr. High School, and Middle School teachers shall not be required to attend more than ten (10) departmental meetings per year, except for purposes of accreditation or curriculum revision. High School, Jr. High School and Middle School departmental meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

4. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

5. There shall be no more than ten (10) elementary curriculum meetings per year. Elementary curriculum meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

6. The parties agree that elementary grade level meetings are scheduled by principals in agreement with the teachers. These meetings are only scheduled when needed. Grade level meetings are to be held consistent with existing practice in each building.

7. There shall be no more than eight (8) one and one half hour (1½) New Teacher meetings during the first year of employment. Four (4) New Teacher Induction meetings shall begin within twenty (20) minutes of student dismissal time and four (4) shall begin at 3:30 PM.

8. Unless an emergency meeting is required, no meetings shall be scheduled on Fridays or on any day immediately preceding any holiday. In case of any emergency meeting, the appropriate building administrator shall notify and confer with the Association building representative(s) prior to calling said meeting.

9. The notice for any meeting shall be given to the teachers involved at least five (5) school days prior to the meeting, except in an emergency. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

10. Class Coverage - In departmentalized situations, the Principal shall establish a pool of all available teachers each period.

- a. In the event a teacher in a departmentalized situation is absent, and a substitute is not available, or the situation requires substitution for less than a full school day, the Principal shall assign on a rotating basis those from the availability pool to perform such substitution.
- b. Any teacher who performs this required assignment shall be remunerated at the following rates effective on the first coverage - \$47 per period in the current contract.
- c. In the event an elementary teacher shall be used to substitute when a teacher is absent and a substitute is not available, he/she shall be remunerated at the same rates outlined in Article XX.D.10.b. above.
- d. Nothing contained herein shall entitle a teacher assigned to a class to which more than one (1) teacher is assigned to additional compensation if the other teacher(s) are absent or unavailable.

11. Nurses may be assigned to teaching duties within their certification. On such days, they will be guaranteed a preparation period, a lunch period equal to that of the other certificated staff, and a pro-rata reduction in office hours. Nurses covering other schools will be paid the class coverage rate outlined in Article XX.D.10.b. above. Nurses covering for an absent nurse in the same building will not receive this compensation.

#### E. Additional Provisions

1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities:

- a. Conveniently located appropriate and secure space for each teacher to store instructional materials and supplies.
- b. A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.
- c. One (1) serviceable desk, chair and filing cabinet shall be provided for the exclusive use of each teacher within one of the buildings to which the teacher is assigned.
- d. Suitable locker or closet space shall be provided for each teacher at the secondary schools.
- e. Adjustable chairs, glare shields and workstands will be provided for employees who use computer video display terminals.
- f. Lab and shop coats and smocks for art shall continue to be provided in accordance with present practices for those who request them.

2. Professional Development & Educational Improvement - All full-time certificated staff members shall be eligible to receive reimbursement of tuition costs and fees for courses taken in an accredited college or university pursuant to the following:

- a. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools or his/her designee in advance of the start of the proposed course.
- b. For non-traditional, undesignated semester courses through accredited colleges and universities, the Superintendent or his/her designee shall have the authority to designate which semester (Fall, Spring, Summer) the course shall apply and from which fiscal year (current or future) the reimbursement will be allocated.
- c. For the aforementioned approvals, the Superintendent or his/her designee will notify the employee within two weeks of submission of the course reimbursement request by employee as to which semester and fiscal year the course will be reimbursed.
- d. Each teacher, upon submission of an invoice copy, a college bill (or copy), and a transcript indicating completion of graduate level studies with a grade of "B" or better in the area of the teacher's current certification, or courses leading to certification in administration and/or supervision, or as part of an approved degree-granting program, will be reimbursed subject to Article XX.E.2.a. above to a maximum of \$1,500 in the current contract.
- e. The Superintendent may approve undergraduate level studies for reimbursement in accordance with Article XX.E.2.a. and 2.d above where applicable. If courses are approved, appropriate guide credit shall also be given.
- f. Payments will be made until December 31 following each contract year.
- g. Tuition reimbursement will be made to eligible certificated staff up to B + 30 credits (unless more than thirty (30) credits are required for a Master's degree). To qualify for further reimbursement, a Master's degree is required.
- h. Failure to achieve a grade of "B" or better shall negate reimbursement.
- i. The cost of courses not completed, or which will be completed after resignation from the school system, shall be borne by the individual.
- j. The total cost to the Board of the above-provisions shall not exceed \$140,000 in the current contract years.
- k. The parties agree that the procedures for distributing the money shall be developed by the Association and approved by the Administration.
- l. One credit shall be awarded for the completion of fifteen (15) hours of Board approved continuing education units (CEU's). All CEU's shall be offered during the school year (September - June). CEU's may be offered as part of the summer workshop program in accordance with the procedures outlined in Article XX.C.4. All participation of employees in the CEU program shall be completely voluntary.
- m. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.

3. Mentor Teacher/Provisional Teacher - No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

- a. The Board shall provide training for all teachers who serve as mentors before the start of their assignments. Such training shall be scheduled for hours the teacher is required to work within the contract year. The Board shall pay all costs connected with the training as specified in Article XIV.G.

- b. No mentor teacher shall evaluate the performance of a provisional teacher.
  - c. A teacher serving as a mentor shall be paid in accordance with State regulations and the provision of Article XX.C.18.
  - d. If the grant is no longer offered, new teachers will pay mentors on a quarterly basis with language to be developed stating that the Superintendent will not sign off on standard certification papers filed with the State until the mentor fee has been paid in full.
4. Non-teaching Duties - Teachers shall not be required to perform the following duties:
- a. Transporting books and other instructional materials of such quantity without carts and assistance at the opening and closing of the school year.
  - b. Chaperoning of fifth grade promotion ceremonies, dances, the variety show, the Battle of the Bands, or evening public orchestra, and/or chorus concerts of 50 students or more, except under the following conditions: Chaperoning for the above events shall be done by the advisors of the sponsoring activity as part of their advisor stipend. Additional chaperones as may be determined by the building administrator shall be determined on a voluntary basis. However, in the event there are insufficient volunteers, the administration shall make assignments on a rotating basis. Volunteer, or assigned, certificated and non-certificated chaperones shall be paid a stipend for the entire affair of \$69 per person in the current contract. For the senior prom only, staff members may, at the building administrator's discretion, be offered the option of early release at the conclusion of the student day in lieu of the chaperone stipend.
  - c. Chaperoning of any field trip that is scheduled to extend more than one (1) hour beyond the school day, except under the following conditions: Chaperoning for the above events shall be done by the advisors of the sponsoring activity as part of their advisor stipend. Additional chaperones as may be determined by the building administrator shall be determined on a voluntary basis. However, in the event there are insufficient volunteers, the administration shall make assignments on a rotating basis. Volunteer, or assigned, certificated or non-certificated chaperones shall be paid a stipend equal to one quarter (1/4) of the stipend for employees who participate in overnight education programs.
  - d. Correcting standardized tests used at the direction of the Board or the administration, and administered to class size or larger groups. This item shall not apply to mid-term and final examinations.
  - e. Picture taking and/or lamination of identification cards.
  - f. Counting or verifying insurance and picture money collections.
  - g. Teachers need not transfer grades from report cards to cumulative records or folders in schools where school counselors exist.
  - h. All certificated staff will be required to attend four (4) night conference sessions per year, totaling twelve (12) hours. On conference days school will be a single session day for both students and certificated staff.
  - i. A break equivalent to a conference slot shall be built into the schedule during night conferences.

**ARTICLE XXI**  
**SECRETARIES**

A. Work Year

1. The work year for ten (10) month employees employed in East Brunswick on a ten (10) month basis shall consist of 187 workdays, and newly employed certificated personnel are required to attend three (3) additional days for orientation. The number of workdays shall be reduced by three (3) for certificated ten (10) month employees if those days are not used for unexpected school closings. The last two (2) school days shall be four (4) hour student days.

2. Secretarial employees shall not be required whenever student and administrator attendance is not required due to inclement weather.

3. The in-school work year for employees employed on a twelve (12) month basis shall be 260 days from July 1 to June 30, less sixteen (16) paid holidays, less accrued vacation.

4. Secretarial employees will not be required to report to work during the winter and spring recess periods when children are not required to report. Secretarial employees will not be required to report due to snow, for up to three (3) days per year. Secretarial employees will not be required to report to work on an election day when students and teachers are not required to report. In the event of an emergency closing (including, but not limited to a bomb threat, water main break, fire, boiler issue, etc.) all twelve (12) month employees will be, at the discretion of the Superintendent, assigned to another building.

5. Twelve (12) month employees shall be provided with up to three (3) nonaccumulative leave days to be utilized only during the winter recess period. Any such days not utilized during that recess period shall be lost. As per Article XXI.A.4. above, twelve (12) month secretarial employees are not required to work during winter and spring recess when children are not required to report.

6. In the event that the Board of Education must revise the East Brunswick Public Schools calendar after the exhaustion of all designated emergency closing days, resulting in a re-designation of paid holidays for twelve (12) month secretarial/clerical employees, no additional compensatory days shall be provided to these employees.

7. No twelve (12) month employee shall be permitted to take vacation during the Monday through Friday of the week prior to the opening of school for students, except as may be approved by their immediate supervisor.

8. The parties agree to establish a committee of EBEA, EBPSA and Administration representatives to discuss summer flex time.

9. All work beyond the regular work year shall be compensated at the employee's hourly rate or rate otherwise specified in the bargaining agreement.

10. In the event employees working during the Summer School are required to be absent due to an illness, they may, at their option, use up to one (1) day per each three (3) week session from their accumulated sick leave bank. If said option is not exercised, or if more than

one (1) day of absence occurs, the employee will be docked his/her Summer School daily rate of pay.

11. The employee work calendar for all employees shall be as set forth herein.

a. The school calendar will reflect two (2) single session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

## B. Hours & Workload

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. The working day for secretaries-clerical employees shall be seven (7) hours in length excluding lunch. Secretaries-clerical employees are permitted to leave their work site on a reasonable and informal basis.

3. On Staff Development Days, if the District is providing lunch on-site, the staff shall have a one (1) hour lunch break. If the District is not providing lunch on-site, the staff shall have a one and one-half (1½) hour lunch break.

4. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

5. Vacation - 12 month personnel only:

- a. Completion of 1 through 4 years of the anniversary date of employment - 2 weeks.  
Completion of 5 through 9 years of the anniversary date of employment - 3 weeks.  
Completion of 10 years of the anniversary date of employment - 4 weeks.  
Completion of 20 years of the anniversary date of employment - 21 days.  
Completion of 21 years of the anniversary date of employment - 22 days.  
Completion of 22 years of the anniversary date of employment - 23 days.  
Completion of 23 years of the anniversary date of employment - 24 days.  
Completion of 24 years of the anniversary date of employment - 25 days.
- b. All vacation shall be accrued on a pro-rata basis.
- c. All twelve (12) month contract personnel will have their vacation days credited on a monthly basis.
- d. All requests for vacation shall be subject to approval in advance, consistent with existing practice.
- e. Any ten (10) month secretary-clerical employee who becomes a twelve (12) month secretary-clerical employee shall have his/her years of service in the district as a ten (10) month secretary-clerical employee count as vacation credit in accordance with Article XXI.B.5.a. above.
- f. No secretary or clerical employee may accumulate and carry over into any future year more than ten (10) days allotment of vacation, effective with the 1989-90 school year. All days previously accumulated shall be banked. As per the Superintendent's existing

practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

6. Upon termination of employment, accrued vacation shall be paid at time of severance, except as noted in Article XXI.B.6.a. below.

- a. If the minimal full two (2) weeks notice is not given by a non-certificated employee, earned vacation shall be paid by subtracting the number of days less than ten (10) that the notice was not given from the days accrued.
- b. Should an employee die while in the employ of the Board, the employee's estate shall be paid as set forth in Article XXI.B.6. above. Paragraph B.6.a. shall not apply to B.6.b.

### C. Salaries

1 Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

3. Summer Workshops - Non-certificated 10-month employees participating in summer workshops shall be remunerated at the following rates: \$63 per day in the current contract.

4. Workshop Presenter - Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for the length of their presentation at the rate of \$56 per presentation hour in the current contract and shall be subject to pro-ration for any fraction thereof. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

- a. Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for one (1) hour of preparation time for each presentation session at the rate specified in Article XXI.C.4. above.
- b. Payment at the contract rate is made to a staff member as a presenter under the following circumstances:
  - (1) a staff member(s) is asked by a district administrator and agrees to plan and present all or part of a workshop on an in-house summer or in-service workshop day, or other scheduled workshop;
  - (2) the staff member(s) presents a written plan using the district's Prior Approval Presenter Form, and
  - (3) the workshop has been approved in advance by the Superintendent or his/her designee.
  - (4) Payment is provided at the contract rate specified in Article XXI.C.4. above for one (1) hour for workshop preparation plus pre-approved full or prorated presentation time, following receipt by the Human Resources Department of a list of actual workshop participants and signed voucher.



5. Summer Employment - 10-month non-certificated employees who are requested to work during the summer at their same jobs shall be remunerated at their regular hourly rate. If said employees are requested to work during the summer at jobs different from their regularly assigned jobs, they shall be remunerated at the rate of \$10 per hour.

6. An employee who provides piano accompaniment at a District function for which he/she is not the advisor shall be paid the presenter rate specified in Article XXI.C.4. above for each hour of accompaniment. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

7. Employees who work as the after-school media technology aide shall be paid \$19 per hour in the current contract.

8. Employees who work as a language interpreter shall be paid \$57 per hour in the current contract.

9. Employees who participate in overnight education programs with the approval of their building Principal shall be reimbursed for legitimate out-of-pocket expenses.

- a. Employees remaining with students over night shall be compensated at the rate of \$110 per night per person in the current contract.
- b. Employees remaining with students overnight on non-workdays shall be compensated at one and a half (1 ½) times the rate per night per person stated in Article XXI.C.9.a. above.
- c. Employees who accompany students on an overnight trip that extends beyond noon on Sunday shall be compensated for Sunday, at the rate of \$110 in the current contract.

10. Early Morning Program - The Program shall operate Monday through Friday for ninety (90) minutes prior to student entrance time.

- a. The Site Manager shall be paid a level 1 Advisor Stipend.
- b. The Lead School Aide shall be paid the stipend listed on the salary guides in addition to his/her hourly rate for each hour and part thereof worked. The Lead School Aide shall work the hours that the program is in session.
- c. The School Aide shall be paid his/her hourly rate for each hour worked. The rate shall be prorated for any part of an hour worked.

11. Overtime/Compensatory Time – Non-certificated personnel who work in excess of a forty (40) hour work week shall be paid straight time and one-half. Secretaries and clerical employees who work overtime shall be paid at straight time and one-half for the hours worked in excess of a forty (40) hour work week. Overtime shall be voluntary.

- a. Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.
- b. At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.

- c. Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½ ) hours of compensatory time for each hour of overtime work.
- d. Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash).
- e. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
  - (1) the average regular rate received by such employee during the last three (3) years of the employee's employment, or
  - (2) the final regular rate received by such employee, whichever is higher.
- f. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
- g. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

#### D. Additional Provisions

1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities:

- a. A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.
- b. One (1) serviceable desk, chair and filing cabinet shall be provided for the exclusive use of each teacher within one of the buildings to which the teacher is assigned.
- c. Adjustable chairs, glare shields and workstands will be provided for employees who use computer video display terminals.

2. Professional Development & Educational Improvement – Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:

- a. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.
- b. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to Article XXI.D.2.a. above to a maximum of \$1,000 in the current contract.
- c. Payments will be made until December 31 following each contract year.
- d. Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
  - (1) Participation must be approved in advance by the Superintendent or his/her designee.
  - (2) In-service programs must be related to the occupation of the non-certificated employee.

- (3) In-service programs may be in-district or out-of-district workshops, seminars, and courses.
  - (4) Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.
  - e. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training.
  - f. Non-certificated employees shall receive an annual stipend, up to a maximum of forty-five (45) credits, pursuant to the pattern set forth in the continuing education credits salary guide.
  - g. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.
  - h. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.
  - i. The Board shall reimburse non-certificated employees for all the costs including fees for licenses used in their employment.
  - j. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.
3. Staff members shall not be required to perform the following duties:
- a. Chaperoning of fifth grade promotion ceremonies, dances, the variety show, the Battle of the Bands, or evening public orchestra, and/or chorus concerts of 50 students or more, except under the following conditions:
  - b. Chaperoning for the above events shall be done by the advisors of the sponsoring activity as part of their advisor stipend. Additional chaperones as may be determined by the building administrator shall be determined on a voluntary basis. However, in the event there are insufficient volunteers, the administration shall make assignments on a rotating basis. Volunteer, or assigned, certificated and non-certificated chaperones shall be paid a stipend for the entire affair of \$69 per person in the current contract.
  - c. No employee shall be required to use their cars to transport students.

**ARTICLE XXII**  
**FINANCIAL SERVICES AND INFORMATION TECHNOLOGY**

A. Work Year

1. The in-school work year for employees employed on a twelve (12) month basis shall be 260 days from July 1 to June 30, less sixteen (16) paid holidays, less accrued vacation.

2. Twelve (12) month employees shall be provided with up to three (3) nonaccumulative leave days to be utilized only during the winter recess period. Any such days not utilized during that recess period shall be lost.

3. Employees shall not be required whenever student and administrator attendance is not required due to inclement weather.

4. No twelve (12) month employee shall be permitted to take vacation during the Monday through Friday of the week prior to the opening of school for students, except as may be approved by their immediate supervisor.

5. The parties agree to establish a committee of EBEA, EBPSA and Administration representatives to discuss summer flex time.

6. The employee work calendar for all employees shall be as set forth herein.

a. The school calendar will reflect two (2) single session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

7. Senior Bookkeepers will not be required to report to work during the winter and spring recess periods when children are not required to report.

B. Hours and Workload

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. The working day for information technology personnel employees shall be eight (8) hours in length including a one (1) hour lunch. Information Technology personnel employees are eligible for overtime in accordance with Article XXII.C.6.

3. On Staff Development Days, if the District is providing lunch on-site, the staff shall have a one (1) hour lunch break. If the District is not providing lunch on-site, the staff shall have a one and one-half (1½) hour lunch break.

4. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

5. Vacation - Information Technology personnel employees:

- a. Completion of 1 through 4 years of the anniversary date of employment – 2 weeks.  
Completion of 5 through 9 years of the anniversary date of employment - 3 weeks.  
Completion of 10 years of the anniversary date of employment - 4 weeks.  
Completion of 20 years of the anniversary date of employment - 21 days.  
Completion of 21 years of the anniversary date of employment - 22 days.  
Completion of 22 years of the anniversary date of employment - 23 days.  
Completion of 23 years of the anniversary date of employment - 24 days.  
Completion of 24 years of the anniversary date of employment - 25 days.
- b. All vacation shall be accrued on a pro-rata basis.
- c. All twelve (12) month contract personnel will have their vacation days credited on a monthly basis.
- d. All requests for vacation shall be subject to approval in advance, consistent with existing practice.
- e. No Information Technology personnel employee may accumulate and carry over into any future year more than ten (10) days allotment of vacation, effective with the 1989-90 school year. All days previously accumulated shall be banked. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

6. Upon termination of employment, accrued vacation shall be paid at time of severance, except as noted in Article XXII.6.a. below.

- a. If the minimal full two (2) weeks notice is not given by a non-certificated employee, earned vacation shall be paid by subtracting the number of days less than ten (10) that the notice was not given from the days accrued.
- b. Should an employee die while in the employ of the Board, the employee's estate shall be paid as set forth in Article XXII.B.6. above. Paragraph B.6.a. shall not apply to B.6.b.

C. Salaries

1. Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

3. Workshop Presenters - Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for the length of their presentation at the rate of \$56 per presentation hour in the current contract, and shall be subject to pro-ration for any fraction thereof. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

- a. Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for one (1) hour of preparation time for each presentation session at the rate specified in Article XXII.C.3. above.
- b. Payment at the contract rate is made to a staff member as a presenter under the following circumstances:
  - (1) a staff member(s) is asked by a district administrator and agrees to plan and present all or part of a workshop on an in-house summer or in-service workshop day, or other scheduled workshop;
  - (2) the staff member(s) presents a written plan using the district's Prior Approval Presenter Form, and
  - (3) the workshop has been approved in advance by the Superintendent or his/her designee.
  - (4) Payment is provided at the contract rate specified in Article XXII.C.3. for one (1) hour for workshop preparation plus pre-approved full or prorated presentation time, following receipt by the Human Resources Department of a list of actual workshop participants and signed voucher.
- c. Turnkey Trainer - When a staff member agrees in writing to receive specified turnkey training in or out of district, the staff member is expected to turnkey the information to appropriate others during the employee's workday, including district workshop days, other scheduled in-service sessions and/or at staff, department, curriculum meetings. Teachers will serve as turnkey trainers in lieu of the presenter's stipend for a maximum of 16 hours. Hours will be credited and prorated based on pre-approved actual training activities and preparation times. If the turnkey training occurs during the summer months, the trainer will be paid at the contractual participant rate as specified in Article XX.C.10. in addition to being credited with turnkey hours for preparation and training for the respective workshop. The district's Prior Approval Form for In-Service Presenters will be used to track approved turnkey hours. These 16 hours are not eligible for the presenter's stipend.
- d. Professional Sharing - The purposes of staff meetings, department meetings, grade level meetings, etc. are to share ideas, skills, strategies and to work collaboratively toward professional improvement. Staff members are expected to share instructional strategies, present committee reports, plans, information concerning classroom strategies and activities, and to participate in or informally lead professional discussions, etc. There is no stipend associated with professional sharing.

4. An employee who provides piano accompaniment at a District function for which he/she is not the advisor shall be paid the presenter rate specified in Article XXII.C.3. above for each hour of accompaniment. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

5. Employees who work as a language interpreter shall be paid \$57 per hour in the current contract.

6. Overtime/Compensatory Time – Non-certificated personnel who work in excess of a forty (40) hour work week shall be paid straight time and one-half. Overtime shall be voluntary.

- a. Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.

- b. At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.
- c. Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½) hours of compensatory time for each hour of overtime work.
- d. Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash).
- e. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
  - (1) the average regular rate received by such employee during the last three (3) years of the employee's employment, or
  - (2) the final regular rate received by such employee, whichever is higher.
- f. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
- g. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

#### D. Additional Provisions

1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities:

- a. A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.
- b. Adjustable chairs, glare shields and workstands will be provided for employees who use computer video display terminals.

2. Professional Development & Educational Improvement – Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:

- a. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.
- b. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to Article XXII.D.2.a. above to a maximum of \$1,000 in the current contract.
- c. Payments will be made until December 31 following each contract year.
- d. Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
  - (1) Participation must be approved in advance by the Superintendent or his/her designee.
  - (2) In-service programs must be related to the occupation of the non-certificated employee.

- (3) In-service programs may be in-district or out-of-district workshops, seminars, and courses.
- (4) Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.
- e. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training.
  - f. Non-certificated employees shall receive an annual stipend, up to a maximum of forty-five (45) credits, pursuant to the pattern set forth in the continuing education credits salary guide.
  - g. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.
  - h. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.
  - i. The Board shall reimburse non-certificated employees for all the costs including fees for licenses used in their employment.
  - j. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.



**ARTICLE XXIII**  
**CUSTODIAL AND MAINTENANCE & GROUNDS**

A. Work Year

1. The in-school work year for employees employed on a twelve (12) month basis shall be 260 days from July 1 to June 30, less sixteen (16) paid holidays, less accrued vacation.

2. Twelve (12) month employees shall be provided with up to three (3) nonaccumulative leave days to be utilized only during the winter recess period. Any such days not utilized during that recess period shall be lost.

3. Custodians, maintenance and grounds personnel are required to work on snow days and are actively engaged in snow removal when other employees are not required to be present shall be compensated at the rate of two (2) times their regular rate for each snow day worked per year.

4. No twelve (12) month employee shall be permitted to take vacation during the Monday through Friday of the week prior to the opening of school for students, except as may be approved by their immediate supervisor.

5. The parties agree to establish a committee of EBEA, EBPSA and Administration representatives to discuss summer flex time.

6. The employee work calendar for all employees shall be as set forth herein.

- a. The school calendar will reflect two (2) single session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

B. Hours and Workload

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. For custodial personnel, i.e., full-time contracted employees defined as forty (40) hours per week for day staff and thirty-seven and one-half (37½) hours for night staff, pay shall be one and one-half for hours worked in excess of their schedule. Custodial overtime for Saturdays, Sundays and holidays shall be a minimum of two (2) hours.

3. For maintenance and grounds staff, the weekly hours shall be forty (40) hours for day staff and for night staff paid at the hourly rates established herein. Individuals assigned to the night shift shall receive a \$1.25 hourly wage rate differential in the current contract.

4. The parties agree to negotiate the terms and conditions of employment associated with a weekend custodial shift if such a shift is reinstated.

5. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the

discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

6. Vacation - 12 month personnel only:

- a. Completion of 1 through 4 years of the anniversary date of employment - 2 weeks.  
Completion of 5 through 9 years of the anniversary date of employment - 3 weeks.  
Completion of 10 years of the anniversary date of employment - 4 weeks.  
Completion of 20 years of the anniversary date of employment - 21 days.  
Completion of 21 years of the anniversary date of employment - 22 days.  
Completion of 22 years of the anniversary date of employment - 23 days.  
Completion of 23 years of the anniversary date of employment - 24 days.  
Completion of 24 years of the anniversary date of employment - 25 days.
- b. All vacation shall be accrued on a pro-rata basis.
- c. All twelve (12) month contract personnel will have their vacation days credited on a monthly basis.
- d. All requests for vacation shall be subject to approval in advance, consistent with existing practice.
- e. No custodians, maintenance and grounds personnel may accumulate and carry over to any future year more than ten (10) days allotment of vacation, effective with the 1989-90 school year. All days previously accumulated shall be banked. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

7. Upon termination of employment, accrued vacation shall be paid at time of severance, except as noted in Article XXIII.6.a. below.

- a. If the minimal full two (2) weeks notice is not given by a non-certificated employee, earned vacation shall be paid by subtracting the number of days less than ten (10) that the notice was not given from the days accrued.
- b. Should an employee die while in the employ of the Board, the employee's estate shall be paid as set forth in Article XXIII.B.6. above. Article XXIII.B.6.a. shall not apply to Article XXIII.B.6.b

C. Salaries

1. Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

3. Workshop Presenters - Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for the length of their presentation at the rate of \$56 per presentation hour in the current contract and shall be subject to pro-ration for any

fraction thereof. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

- a. Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for one (1) hour of preparation time for each presentation session at the rate specified in Article XXIII.C.3. above.
  - b. Payment at the contract rate is made to a staff member as a presenter under the following circumstances:
    - (1) a staff member(s) is asked by a district administrator and agrees to plan and present all or part of a workshop on an in-house summer or in-service workshop day, or other scheduled workshop;
    - (2) the staff member(s) presents a written plan using the district's Prior Approval Presenter Form, and
    - (3) the workshop has been approved in advance by the Superintendent or his/her designee.
    - (4) Payment is provided at the contract rate specified in Article XXIII.C.3. above for one (1) hour for workshop preparation plus pre-approved full or prorated presentation time, following receipt by the Human Resources Department of a list of actual workshop participants and signed voucher.
  - c. Turnkey Trainer - When a staff member agrees in writing to receive specified turnkey training in or out of district, the staff member is expected to turnkey the information to appropriate others during the employee's workday, including district workshop days, other scheduled in-service sessions and/or at staff, department, curriculum meetings. Teachers will serve as turnkey trainers in lieu of the presenter's stipend for a maximum of 16 hours. Hours will be credited and prorated based on pre-approved actual training activities and preparation times. If the turnkey training occurs during the summer months, the trainer will be paid at the contractual participant rate as specified in Article XX.C.10. above in addition to being credited with turnkey hours for preparation and training for the respective workshop. The district's Prior Approval Form for In-Service Presenters will be used to track approved turnkey hours. These 16 hours are not eligible for the presenter's stipend.
  - d. Professional Sharing - The purposes of staff meetings, department meetings, grade level meetings, etc. are to share ideas, skills, strategies and to work collaboratively toward professional improvement. Staff members are expected to share instructional strategies, present committee reports, plans, information concerning classroom strategies and activities, and to participate in or informally lead professional discussions, etc. There is no stipend associated with professional sharing.
4. Overtime/Compensatory time - Non-certificated personnel who work in excess of a forty (40) hour work week shall be paid straight time and one-half. Overtime shall be voluntary.
- a. Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.
  - b. At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.
  - c. Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½) hours of compensatory time for each hour of overtime work.

- d. Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash).
- e. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
  - (1) the average regular rate received by such employee during the last three (3) years of the employee's employment, or
  - (2) the final regular rate received by such employee, whichever is higher.
- f. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
- g. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

#### D. Additional Provisions

- 1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities:
  - a. A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.
- 2. Uniforms
  - a. Custodians shall receive two (2) uniforms during probationary period and a third uniform upon completion of probation. Two (2) additional uniforms will be provided upon request. Subsequent replacement may be had to a maximum of six (6) uniforms in any one (1) working year by turning in the worn-out uniforms to the Superintendent or his/her designee. Part-time custodial employees shall receive three (3) uniforms per year.
  - b. Maintenance and grounds personnel shall receive three (3) uniforms during probationary period and a fourth uniform upon completion of probation. Two (2) additional uniforms will be provided upon request. Subsequent replacement may be had to a maximum of seven (7) uniforms in any one (1) working year by turning in the worn-out uniform to the Superintendent or his/her designee.
  - c. Custodians, maintenance and grounds personnel will, after one (1) year of employment, receive a stipend toward the cost of safety shoes, not to be limited to one (1) pair of shoes. The stipend shall be \$175.
  - d. Custodial, maintenance, and grounds personnel whose duties require outdoor work in foul weather shall be supplied with a parka, boots and gloves on a turn-in basis.
  - e. Custodian, maintenance and grounds personnel whose duties require them to use tractors, mowers, snow blowers and/or other outside equipment shall be provided with the following:
    - (1) Non-prescription safety goggles suitable for driving that meet PEOSHA standards;
    - (2) Safety ear protectors that meet PEOSHA standards;
    - (3) Safety masks with replaceable filters that meet PEOSHA standards.

3. Professional Development & Educational Improvement – Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:
- a. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.
  - b. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to Article XXIII.D.3.a. above to a maximum of \$1,000 in the current contract.
  - c. Payments will be made until December 31 following each contract year.
  - d. Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
    - (1) Participation must be approved in advance by the Superintendent or his/her designee.
    - (2) In-service programs must be related to the occupation of the non-certificated employee.
    - (3) Participation in the Black Seal license course shall be eligible for in-service credit for those employees who are not eligible for credit on the Custodial Salary Guide I.
    - (4) In-service programs may be in-district or out-of-district workshops, seminars, and courses.
    - (5) Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.
  - e. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training.
  - f. Non-certificated employees shall receive an annual stipend, up to a maximum of forty-five (45) credits, pursuant to the pattern set forth in the continuing education credits salary guide.
  - g. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.
  - h. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.
  - i. The Board shall reimburse non-certificated employees for all the costs including fees for licenses used in their employment.
  - j. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.
  - k. Employees who obtain their Black Seal license shall be reimbursed for the cost of the course. Participation in the course shall be voluntary. Payments will be made until December 31 following each contract year.

**ARTICLE XXIV**  
**TRANSPORTATION**

**A. Employee Work Year**

1. The work year for ten (10) month employees employed in East Brunswick on a ten (10) month basis shall consist of 187 workdays, and newly employed certificated personnel are required to attend three (3) additional days for orientation. The number of workdays shall be reduced by three (3) for certificated ten (10) month employees if those days are not used for unexpected school closings. The last two (2) school days shall be four (4) hour student days.

2. Ten (10) month non-certificated personnel attendance shall not be required whenever student and administrator attendance is not required due to inclement weather. Transportation personnel shall be required to work during inclement weather when parochial and private schools are in session.

3. In the event of an emergency school closing after the school day has begun, hourly employees shall be paid for their normal work day if they were present.

4. All work beyond the regular work year shall be compensated at the employee's hourly rate or rate otherwise specified in the bargaining agreement.

5. In the event employees working during the Summer School are required to be absent due to an illness, they may, at their option, use up to one (1) day per each three (3) week session from their accumulated sick leave bank. If said option is not exercised, or if more than one (1) day of absence occurs, the employee will be docked his/her Summer School daily rate of pay.

6. The employee work calendar for all employees shall be as set forth herein.

a. The school calendar will reflect two (2) single session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

**B. Hours and Workload**

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. The ten (10) month working schedule for vehicle drivers shall consist of eight (8) hours of assigned duties excluding a one (1) hour unpaid lunch break. The workday may also include usable unpaid breaks of thirty (30) or more minutes in length. Any time worked during the one (1) hour unpaid lunch break and/or during the unpaid breaks of thirty (30) or more minutes shall be paid at time and one-half of the driver's regular rate of compensation.

a. During this period, any work performed by full-time drivers after the end of their regularly scheduled work day and/or any work performed on non-work days or weekends shall be paid at time and one-half of the driver's regular rate of compensation.

b. Overtime opportunities shall be accepted on a voluntary basis with rotation on a seniority basis.

- (1) If a trip is canceled, the driver will be the next in line to choose an unassigned trip for that week. If there are no other unassigned trips for that week, the driver will be placed at the top of the list for the following week.
  - (2) If a driver arrives at a location and the trip is canceled, a minimum of two (2) hours at a time-and-one-half will be paid to the driver.
  - (3) When more than one assigned trip is canceled in a work week, opportunities for new assignments shall be given in the order in which the cancellation occurred.
  - (4) All drivers will be placed in seniority order on the rotation list for trips. The order of rotation remains unchanged if a driver cancels an assigned trip.
- c. In the event that a driver is scheduled for an overnight trip, compensation will begin at the start of the pre-trip inspection and end at the time the driver reaches his/her destination. If the driver is required to remain the following day, he/she shall be compensated for a minimum of eight (8) hours for the lay over. If the driver is assigned responsibility extending beyond eight (8) hours, the driver shall be compensated for any hours in excess of eight (8) hours. The employee's compensation shall be at his/her hourly rate or rate otherwise specified in the bargaining agreement.
  - d. The driver's cost for room and board is provided at the district's expense.
  - e. Bus drivers who work when the District is closed for inclement weather days will be paid for a minimum of two (2) hours at double their hourly rate of pay.
3. Overtime/Compensatory Time
- a. Overtime shall be voluntary.
  - b. Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.
  - c. At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.
  - d. Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½) hours of compensatory time for each hour of overtime work.
  - e. Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash). An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
    1. the average regular rate received by such employee during the last three (3) years of the employee's employment, or
    2. the final regular rate received by such employee, whichever is higher.
    3. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
    4. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

4. On Staff Development Days, if the District is providing lunch on-site, the staff shall have a one (1) hour lunch break. If the District is not providing lunch on-site, the staff shall have a one and one-half (1½) hour lunch break.

5. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

#### C. Salaries

1 Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

3. Ten-month non-certificated employees who are requested to work during the summer at their same jobs shall be remunerated at their regular hourly rate. If said employees are requested to work during the summer at jobs different from their regularly assigned jobs, they shall be remunerated at the rate of \$10 per hour.

4. Early Morning Program - The Program shall operate Monday through Friday for ninety (90) minutes prior to student entrance time.

- a. The Site Manager shall be paid a level 1 Advisor Stipend.
- b. The Lead School Aide shall be paid the stipend listed on the salary guides in addition to his/her hourly rate for each hour and part thereof worked. The Lead School Aide shall work the hours that the program is in session.
- c. The School Aide shall be paid his/her hourly rate for each hour worked. The rate shall be prorated for any part of an hour worked.

#### D. Additional Provisions

1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities: A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.

2. All drivers shall receive an updated copy of the Board of Education's Drug and Alcohol Testing Policy for School Bus Drivers at the start of each school year. Each driver shall sign a form indicating that he/she has received a copy of the policy. Signed forms shall be maintained in district files for that year.



### 3. Uniforms

- a. Transportation vehicle drivers shall receive three (3) uniforms during the first year of employment. A uniform shall consist of one (1) shirt and one (1) pair of slacks. Two (2) additional uniforms will be provided upon request. Subsequent replacement may be had to a maximum of three (3) in any one (1) work year by turning in the worn out uniforms to the Superintendent or his/her designee. In addition, one (1) sweater will be issued during the first year of employment. One (1) additional sweater will be provided upon request. Subsequent replacement may be had to a maximum of two (2) sweaters every two (2) years by turning in the worn out uniforms to the Superintendent or his/her designee.
- b. Drivers shall be reimbursed for the cost of one (1) pair of black shoes per annum not to exceed \$50.
- c. Drivers shall be reimbursed up to \$100.00 per annum with receipts received in the Financial Services Department by November 1<sup>st</sup>.

4. Professional Development and Improvement - Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:

- a. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.
- b. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to Article XXIV.D.4.a. to a maximum of \$1,000.
- c. Payments will be made until December 31 following each contract year.
- d. Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
  - (1) Participation must be approved in advance by the Superintendent or his/her designee.
  - (2) In-service programs must be related to the occupation of the non-certificated employee.
  - (3) In-service programs may be in-district or out-of-district workshops, seminars, and courses.
  - (4) Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.
- e. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training;
- f. Non-certificated employees shall receive an annual stipend, up to a maximum of forty-five (45) credits, pursuant to the pattern set forth in the continuing education credits salary guide.
- g. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.

- h. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.
- i. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.

5. The Board shall reimburse each bus driver up to \$100 per year toward the cost of his/her Commercial Driver's License (CDL) physical examination required to maintain a valid CDL. The physical examination shall be performed by a medical examiner whose name appears on the National Registry of Certified Medical Examiners. The employee shall submit documentation of the CDL physical examination acceptable to the Board. The employee shall submit the required expense reimbursement invoice in order to receive payment.

6. The Board shall pay for the cost of fingerprinting for drivers upon renewal of their CDL. The driver is responsible for the initial fingerprinting at the time of hire.

**ARTICLE XXV**  
**INSTRUCTIONAL ASSISTANTS AND SCHOOL AIDES**

A. Employee Work Year

1. The work year for ten (10) month employees employed in East Brunswick on a ten (10) month basis shall consist of 187 workdays, and newly employed certificated personnel are required to attend three (3) additional days for orientation. The number of workdays shall be reduced by three (3) for certificated ten (10) month employees if those days are not used for unexpected school closings. The last two (2) school days shall be four (4) hour student days.

2. Ten (10) month non-certificated personnel attendance shall not be required whenever student and administrator attendance is not required due to inclement weather.

3. In the event of an emergency school closing after the school day has begun, hourly employees shall be paid for their normal work day if they were present.

4. All work beyond the regular work year shall be compensated at the employee's hourly rate or rate otherwise specified in the bargaining agreement.

5. In the event employees working during the Summer School are required to be absent due to an illness, they may, at their option, use up to one (1) day per each three (3) week session from their accumulated sick leave bank. If said option is not exercised, or if more than one (1) day of absence occurs, the employee will be docked his/her Summer School daily rate of pay.

6. The employee work calendar for all employees shall be as set forth herein.

- a. The school calendar will reflect two (2) single session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

B. Hours and Workload

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. School Aides

- a. The work day for school aides shall not exceed eight (8) hours per day.
- b. School Aides are permitted to leave their worksite on a reasonable and informal basis by mutual agreement between the teacher and the aide.

3. Instructional Assistants

- a. Instructional Assistants can be assigned before and after student day duties monitoring student arrival and departure with teachers.
- b. Instructional Assistants shall receive a minimum of thirty (30) minutes per day of non-student contact time, excluding lunch time.
- c. Instructional Assistants shall have a daily duty-free lunch period at least equal in length to that of the student.

4. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

5. On Staff Development Days, if the District is providing lunch on-site, the staff shall have a one (1) hour lunch break. If the District is not providing lunch on-site, the staff shall have a one and one-half (1½) hour lunch break.

### C. Salaries

1. Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

3. Summer Workshops - Non-certificated 10-month employees participating in summer workshops shall be remunerated at the following rates: \$63 per day.

4. Workshop Presenters - Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for the length of their presentation at the rate of \$56 per presentation hour and shall be subject to pro-ration for any fraction thereof. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

- a. Employees who are pre-approved to present for an in-house summer or in-service workshop shall be paid for one (1) hour of preparation time for each presentation session at the rate specified in Article XXV.C.4. above.
- b. Payment at the contract rate is made to a staff member as a presenter under the following circumstances:
  - (1) a staff member(s) is asked by a district administrator and agrees to plan and present all or part of a workshop on an in-house summer or in-service workshop day, or other scheduled workshop;
  - (2) the staff member(s) presents a written plan using the district's Prior Approval Presenter Form, and
  - (3) the workshop has been approved in advance by the Superintendent or his/her designee.
  - (4) Payment is provided at the contract rate specified in XXV.C.4 above for one (1) hour for workshop preparation plus pre-approved full or prorated presentation time, following receipt by the Human Resources Department of a list of actual workshop participants and signed voucher.
- c. Turnkey Trainer - When a staff member agrees in writing to receive specified turnkey training in or out of district, the staff member is expected to turnkey the information to appropriate others during the employee's workday, including district workshop days, other scheduled in-service sessions and/or at staff, department, curriculum meetings.

Teachers will serve as turnkey trainers in lieu of the presenter's stipend for a maximum of 16 hours. Hours will be credited and prorated based on pre-approved actual training activities and preparation times. If the turnkey training occurs during the summer months, the trainer will be paid at the contractual participant rate as specified in Article XX.C.10 in addition to being credited with turnkey hours for preparation and training for the respective workshop. The district's Prior Approval Form for In-Service Presenters will be used to track approved turnkey hours. These 16 hours are not eligible for the presenter's stipend.

5. Summer Employment - 10-month non-certificated employees who are requested to work during the summer at their same jobs shall be remunerated at their regular hourly rate. If said employees are requested to work during the summer at jobs different from their regularly assigned jobs, they shall be remunerated at the rate of \$10 per hour.

6. An employee who provides piano accompaniment at a District function for which he/she is not the advisor shall be paid the presenter rate specified in Article XXV.C.4 for each hour of accompaniment. The employee shall first obtain pre-approval from the Superintendent or his/her designee.

7. Employees who work as the after-school media technology aide shall be paid \$19 per hour.

8. Employees who work as a language interpreter shall be paid \$57 per hour.

9. Employees who participate in overnight education programs with the approval of their building Principal shall be reimbursed for legitimate out-of-pocket expenses.

- a. Employees remaining with students overnight shall be compensated at the rate of \$110 per night per person.
- b. Employees remaining with students overnight on non-workdays shall be compensated at one and a half (1½) times the rate per night per person stated in Article XXV.C.9.a.
- c. Employees who accompany students on an overnight trip that extends beyond noon on Sunday shall be compensated for Sunday, at the rate of \$110.

10. Early Morning Program - The Program shall operate Monday through Friday for ninety (90) minutes prior to student entrance time.

- a. The Site Manager shall be paid a level 1 Advisor Stipend.
- b. The Lead School Aide shall be paid the stipend listed on the salary guides in addition to his/her hourly rate for each hour and part thereof worked. The Lead School Aide shall work the hours that the program is in session.
- c. The School Aide shall be paid his/her hourly rate for each hour worked. The rate shall be prorated for any part of an hour worked.

11. Overtime/Compensatory Time – Non-certificated personnel who work in excess of a forty (40) hour work week shall be paid straight time and one-half. Overtime shall be voluntary.

- a. Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.

- b. At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.
- c. Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½) hours of compensatory time for each hour of overtime work.
- d. Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash).
- e. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
  - (1) the average regular rate received by such employee during the last three (3) years of the employee's employment, or
  - (2) the final regular rate received by such employee, whichever is higher.
- f. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
- g. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

#### D. Additional Provisions

1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities:
  - a. A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.
  - b. Adjustable chairs, glare shields and workstands will be provided for employees who use computer video display terminals.
  
2. Professional Development & Educational Improvement - Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:
  - a. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.
  - b. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to Article XXV.D.2.a above to a maximum of \$1,000.
  - c. Payments will be made until December 31 following each contract year.
  - d. Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
    - (1) Participation must be approved in advance by the Superintendent or his/her designee.
    - (2) In-service programs must be related to the occupation of the non-certificated employee.

(3) In-service programs may be in-district or out-of-district workshops, seminars, and courses.

(4) Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.

- e. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training.
- f. Non-certificated employees shall receive an annual stipend, up to a maximum of forty-five (45) credits, pursuant to the pattern set forth in the continuing education credits salary guide.
- g. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.
- h. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.
- i. The Board shall reimburse non-certificated employees for all the costs including fees for licenses used in their employment.
- j. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.

3. Where the Board requires instructional assistants and school aides to use specific strategies with students, the Board shall provide training appropriate to the task to the employee on work time and at Board expense.

4. Staff members shall not be required to perform the following duties:

- a. Chaperoning of fifth grade promotion ceremonies, dances, the variety show, the Battle of the Bands, or evening public orchestra, and/or chorus concerts of 50 students or more, except under the following conditions:
- b. Chaperoning for the above events shall be done by the advisors of the sponsoring activity as part of their advisor stipend. Additional chaperones as may be determined by the building administrator shall be determined on a voluntary basis. However, in the event there are insufficient volunteers, the administration shall make assignments on a rotating basis. Volunteer, or assigned, certificated and non-certificated chaperones shall be paid a stipend for the entire affair of \$69 per person.
- c. No employee shall be required to use their cars to transport students.

**ARTICLE XXVI**  
**CHILD NUTRITION**

**A. Employee Work Year**

1. The work year for ten (10) month employees employed in East Brunswick on a ten (10) month basis shall consist of 187 workdays, and newly employed certificated personnel are required to attend three (3) additional days for orientation. The number of workdays shall be reduced by three (3) for certificated ten (10) month employees if those days are not used for unexpected school closings. The last two (2) school days shall be four (4) hour student days.

2. Ten (10) month non-certificated personnel attendance shall not be required whenever student and administrator attendance is not required due to inclement weather. Cafeteria managers may be required to attend under emergency conditions. Transportation personnel shall be required to work during inclement weather when parochial and private schools are in session.

3. In the event of an emergency school closing after the school day has begun, hourly employees shall be paid for their normal work day if they were present.

4. Child nutrition salaried personnel shall work the ten (10) month calendar, including the orientation day for new teachers. Child nutrition salaried personnel shall not be required to work on the first full day of teacher workshop. Hourly paid child nutrition personnel shall work only on the days students are in attendance.

5. All work beyond the regular work year shall be compensated at the employee's hourly rate or rate otherwise specified in the bargaining agreement.

6. In the event employees working during the Summer School are required to be absent due to an illness, they may, at their option, use up to one (1) day per each three (3) week session from their accumulated sick leave bank. If said option is not exercised, or if more than one (1) day of absence occurs, the employee will be docked his/her Summer School daily rate of pay.

7. The employee work calendar for all employees shall be as set forth herein.

a. The school calendar will reflect two (2) single session days for all staff on the day preceding Thanksgiving and winter break, and two (2) single session days to be established by the Board.

**B. Hours and Workload**

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. Child Nutrition Personnel - All salaried employees will work in accordance with the ten (10) month teacher calendar.

a. All child nutrition personnel who work four (4) or more hours per day shall be paid a half-hour lunch period. Any employee working less than four (4) hours shall receive a fifteen (15) minute break.



- b. Child nutrition personnel shall be paid straight time up to forty (40) hours per week and time and one-half for hours in excess of forty (40) hours per week.
- c. Overtime/Compensatory Time
  - (1) Overtime shall be voluntary.
  - (2) Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.
  - (3) At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.
  - (4) Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1½) hours of compensatory time for each hour of overtime work.
  - (5) Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash). An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
    - a. the average regular rate received by such employee during the last three (3) years of the employee's employment, or
    - b. the final regular rate received by such employee, whichever is higher.
    - c. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.
    - d. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.
    - e. The parties agree that they will meet and negotiate the possibility of establishing a non-pensionable, non-reoccurring, annual employee stipend based on the improvements in the entire food service department's measurable metrics as a result of the realignment/reorganization of the food service department.

3. On Staff Development Days, if the District is providing lunch on-site, the staff shall have a one (1) hour lunch break. If the District is not providing lunch on-site, the staff shall have a one and one-half (1½) hour lunch break.

4. Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent. Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration. All employees shall attend without any additional compensation.

### C. Salaries

1. Salary guides for personnel are set forth in enclosed guides and made a part hereof, except extra stipends as listed below. Pensionable stipends shall be included in the regular paychecks.

2. When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

3. Cafeteria employees shall receive their hourly rate for each hour of in-service workshop or course work required by the Board, payable upon completion of the course work or workshop.

4. Ten-month non-certificated employees who are requested to work during the summer at their same jobs shall be remunerated at their regular hourly rate. If said employees are requested to work during the summer at jobs different from their regularly assigned jobs, they shall be remunerated at the rate of \$10 per hour.

5. Early Morning Program - The Program shall operate Monday through Friday for ninety (90) minutes prior to student entrance time.

a. The Site Manager shall be paid a level 1 Advisor Stipend.

b. The Lead School Aide shall be paid the stipend listed on the salary guides in addition to his/her hourly rate for each hour and part thereof worked. The Lead School Aide shall work the hours that the program is in session.

c. The School Aide shall be paid his/her hourly rate for each hour worked. The rate shall be prorated for any part of an hour worked.

### D. Additional Provisions

1. Employee Facilities - The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities: A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.

#### 2. Uniforms

a. Cafeteria, child nutrition personnel, shall receive three (3) uniforms and one (1) pair of shoes per annum.

3. Professional Development and Improvement - Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:

a. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.

- b. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to Article XXVI.D.4.a. to a maximum of \$1,000.
- c. Payments will be made until December 31 following each contract year.
- d. Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
  - (1) Participation must be approved in advance by the Superintendent or his/her designee.
  - (2) In-service programs must be related to the occupation of the non-certificated employee.
  - (3) In-service programs may be in-district or out-of-district workshops, seminars, and courses.
  - (4) Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.
- e. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training;
- f. Non-certificated employees shall receive an annual stipend, up to a maximum of forty-five (45) credits, pursuant to the pattern set forth in the continuing education credits salary guide.
- g. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.
- h. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.
- i. Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.

#### 4. Health Benefit Coverage – Child Nutrition

All current food service employees will be redlined at his/her current salary/hourly rate, which has been verified in a spreadsheet attached hereto and incorporated herein as Exhibit A. These employees shall not receive any additional salary/hourly rate increases until the new negotiated salary/hourly rate increases set forth in paragraph 3 below surpass these employees' current salary/hourly rates. In accordance with federal law, employees in the food service department working thirty (30) hours or more per week shall be entitled to full coverage as mandated by the Affordable Care Act. Employees who receiving either a health benefits waiver and/or health benefits coverage as of the April 10, 2014 Memorandum of Agreement shall be grandfathered and shall continue to receive either a health benefits waiver and/or health benefits

coverage. No other current and/or future food service department employees shall be eligible for any healthcare benefits coverage and/or health benefits waiver unless he/she works thirty (30) hours or more per week as mandated by the Affordable Care Act.

ARTICLE XXVI  
DURATION

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021, or until a successor Agreement has been negotiated.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

EAST BRUNSWICK  
EDUCATION ASSOCIATION



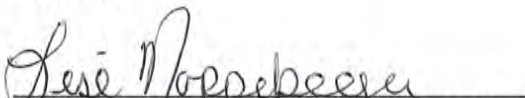
DR. DANA ZIMBICKI, President

EAST BRUNSWICK  
BOARD OF EDUCATION

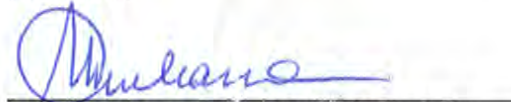


VICKI BECKER, President

ATTEST:

  
LISE NOPPENBERGER, Secretary

ATTEST:

  
BERNARDO GIULIANA, Secretary

## **East Brunswick Public Schools Salary Guides 2018-2021**

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Tenured teachers with a start date before July 1, 2010 will receive an additional \$250 for tenure.

Salary will be pro-rated in accordance with days and hours worked.

Pursuant to the Memorandum of Agreement dated April 10, 2014 between the EBBOE and EBEA, the individuals employed in food service positions as of April 10, 2014 were redlined at his/her then-hourly rate. Each individual shall remain at the redlined hourly rate determined as of April 10, 2014 until the negotiated hourly rates surpass his/her redlined hourly rate.

<b>2018-2019 TEACHER</b>					
<b>STEP</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+30</b>	<b>DOC</b>
1	55,150	56,020	58,892	61,763	64,956
2	55,650	56,520	59,392	62,263	65,456
3	56,150	57,020	59,892	62,763	65,956
4	56,650	57,520	60,392	63,263	66,456
5-6	57,550	58,420	61,292	64,163	67,356
7-8	58,800	59,670	62,542	65,413	68,606
9	61,700	62,570	65,442	68,313	71,506
10	65,000	65,870	68,742	71,613	74,806
11	68,625	69,495	72,367	75,238	78,431
12	72,725	73,595	76,467	79,338	82,531
13	77,125	77,995	80,867	83,738	86,931
14	82,225	83,095	85,967	88,838	92,031
15	87,625	88,495	91,367	94,238	97,431

<b>2019-2020 TEACHER</b>					
<b>STEP</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+30</b>	<b>DOC</b>
1	55,328	56,198	59,070	61,941	65,134
2	55,828	56,698	59,570	62,441	65,634
3	56,328	57,198	60,070	62,941	66,134
4	56,978	57,848	60,720	63,591	66,784
5	58,078	58,948	61,820	64,691	67,884
6-7	59,478	60,348	63,220	66,091	69,284
8-9	62,378	63,248	66,120	68,991	72,184
10	65,703	66,573	69,445	72,316	75,509
11	69,428	70,298	73,170	76,041	79,234
12	73,678	74,548	77,420	80,291	83,484
13	78,228	79,098	81,970	84,841	88,034
14	83,428	84,298	87,170	90,041	93,234
15	88,878	89,748	92,620	95,491	98,684

<b>2020-2021 TEACHER</b>					
<b>STEP</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+30</b>	<b>DOC</b>
1	55,625	56,495	59,367	62,238	65,431
2	55,875	56,745	59,617	62,488	65,681
3	56,125	56,995	59,867	62,738	65,931
4	56,525	57,395	60,267	63,138	66,331
5	57,925	58,795	61,667	64,538	67,731
6	59,675	60,545	63,417	66,288	69,481
7-8	62,650	63,520	66,392	69,263	72,456
9-10	66,150	67,020	69,892	72,763	75,956
11	69,950	70,820	73,692	76,563	79,756
12	74,500	75,370	78,242	81,113	84,306
13	79,400	80,270	83,142	86,013	89,206
14	84,700	85,570	88,442	91,313	94,506
15	90,200	91,070	93,942	96,813	100,006

		<b>2018-2019 CLERICAL</b>			
<b>OLD STEP</b>	<b>NEW STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>	<b>CAT 7</b>
J	1	34,349	35,627	36,902	38,178
I	2	34,599	35,877	37,152	38,428
H	3	34,849	36,127	37,402	38,678
G	4	35,109	36,387	37,662	38,938
F	5	35,609	36,887	38,162	39,438
E	6	36,209	37,487	38,762	40,038
D	7	37,399	38,677	39,952	41,228
C	8	38,774	40,052	41,327	42,603
B	9	41,274	42,552	43,827	45,103
A	10	44,274	45,552	46,827	48,103
A2	11	47,774	49,052	50,327	51,603
A1	12	51,774	53,052	54,327	55,603

		<b>2019-2020 CLERICAL</b>			
<b>OLD STEP</b>	<b>NEW STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>	<b>CAT 7</b>
J	1	35,109	36,387	37,662	38,938
I	2	35,359	36,637	37,912	39,188
H	3	35,609	36,887	38,162	39,438
G	4	35,869	37,147	38,422	39,698
F	5	36,419	37,697	38,972	40,248
E	6	37,019	38,297	39,572	40,848
D	7	38,219	39,497	40,772	42,048
C	8	39,644	40,922	42,197	43,473
B	9	42,194	43,472	44,747	46,023
A	10	45,294	46,572	47,847	49,123
A2	11	48,794	50,072	51,347	52,623
A1	12	52,794	54,072	55,347	56,623



		<b>2020-2021 CLERICAL</b>			
<b>OLD STEP</b>	<b>NEW STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>	<b>CAT 7</b>
J	1	35,884	37,162	38,437	39,713
I	2	36,134	37,412	38,687	39,963
H	3	36,384	37,662	38,937	40,213
G	4	36,644	37,922	39,197	40,473
F	5	37,144	38,422	39,697	40,973
E	6	37,744	39,022	40,297	41,573
D	7	39,044	40,322	41,597	42,873
C	8	40,519	41,797	43,072	44,348
B	9	43,144	44,422	45,697	46,973
A	10	46,269	47,547	48,822	50,098
A2	11	49,769	51,047	52,322	53,598
A1	12	53,869	55,147	56,422	57,698

<b>CLERICAL GUIDE KEY</b>	
CAT 4	Secretary II, Health Aide, Xerox Operator
CAT 5	Attendance Officer
CAT 6	Secretary III
CAT 7	Secretary IV

<b>STEP</b>	<b>2018-2019 INSTRUCTIONAL ASSISTANT</b>
1	22,086
2	22,186
3	22,436
4	22,736
5	23,346
6	24,446
7	26,146
8	27,946
9	29,931
10	32,081
11	34,281
12	36,781
13	39,381
14	42,181

<b>STEP</b>	<b>2019-2020 INSTRUCTIONAL ASSISTANT</b>
1	22,316
2	22,416
3	22,616
4	22,911
5	23,521
6	24,621
7	26,431
8	28,331
9	30,331
10	32,531
11	34,756
12	37,256
13	39,856
14	42,756

<b>STEP</b>	<b>2020-2021 INSTRUCTIONAL ASSISTANT</b>
1	22,356
2	22,556
3	22,806
4	23,056
5	23,656
6	24,856
7	26,706
8	28,556
9	30,506
10	32,506
11	34,731
12	37,231
13	39,981
14	43,131

<b>OLD STEP</b>	<b>NEW STEP</b>	<b>2018-2019 SCHOOL AIDE HOURLY RATES</b>
K	1	14.22
J	2	14.32
I	3	14.42
H	4	14.62
G	5	14.82
F	6	15.07
E	7	15.52
D	8	16.02
C	9	16.57
B	10	17.17
A	11	17.82
A1	12	18.51

<b>OLD STEP</b>	<b>NEW STEP</b>	<b>2019-2020 SCHOOL AIDE HOURLY RATES</b>
K	1	14.47
J	2	14.57
I	3	14.67
H	4	14.87
G	5	15.07
F	6	15.32
E	7	15.77
D	8	16.27
C	9	16.82
B	10	17.42
A	11	18.07
A1	12	18.76

<b>OLD STEP</b>	<b>NEW STEP</b>	<b>2020-2021 SCHOOL AIDE HOURLY RATES</b>
K	1	14.68
J	2	14.78
I	3	14.88
H	4	15.08
G	5	15.28
F	6	15.53
E	7	15.98
D	8	16.48
C	9	17.03
B	10	17.63
A	11	18.28
A1	12	18.97

2018-2019 HOURLY RATES		
CHILD NUTRITION FOOD SERVICE WORKER	CHILD NUTRITION COOK	CHILD NUTRITION LEAD
11.27	13.33	15.55

2019-2020 HOURLY RATES		
CHILD NUTRITION FOOD SERVICE WORKER	CHILD NUTRITION COOK	CHILD NUTRITION LEAD
11.64	13.77	16.06

2020-2021 HOURLY RATES		
CHILD NUTRITION FOOD SERVICE WORKER	CHILD NUTRITION COOK	CHILD NUTRITION LEAD
12.04	14.24	16.61

<b>2018-2019 HOURLY RATE</b>
<b>TRANSPORTATION</b>
25.78

<b>2019-2020 HOURLY RATE</b>
<b>TRANSPORTATION</b>
26.63

<b>2020-2021 HOURLY RATE</b>
<b>TRANSPORTATION</b>
27.53

		2018-2019	
OLD STEP	NEW STEP	CUSTODIAN I - BLACK SEAL LICENSE REQUIRED	CUSTODIAN II - BLACK SEAL LICENSE NOT REQUIRED
I	1	30,325	29,533
H	2	30,575	29,783
G	3	30,825	30,033
F	4	31,075	30,283
E	5	31,675	30,883
D	6	32,925	32,133
C	7	35,545	34,753
B	8	38,690	37,898
A	9	42,335	41,543
A2	10	46,480	45,688
A1	11	51,125	50,333

		2019-2020	
OLD STEP	NEW STEP	CUSTODIAN I - BLACK SEAL LICENSE REQUIRED	CUSTODIAN II - BLACK SEAL LICENSE NOT REQUIRED
I	1	31,135	30,343
H	2	31,385	30,593
G	3	31,635	30,843
F	4	31,885	31,093
E	5	32,485	31,693
D	6	33,735	32,943
C	7	36,355	35,563
B	8	39,500	38,708
A	9	43,145	42,353
A2	10	47,290	46,498
A1	11	51,935	51,143



OLD STEP	NEW STEP	2020-2021	
		CUSTODIAN I - BLACK SEAL LICENSE REQUIRED	CUSTODIAN II - BLACK SEAL LICENSE NOT REQUIRED
H	1	32,625	31,833
G	2	33,125	32,333
F	3	33,625	32,833
E	4	34,125	33,333
D	5	35,375	34,583
C	6	37,995	37,203
B	7	40,995	40,203
A	8	44,495	43,703
A2	9	48,495	47,703
A1	10	52,495	51,703

2018-2019 HOURLY RATES					
<p style="text-align: center;"><b>GROUPS MAINTENANCE HELPER*</b></p>	<p style="text-align: center;"><b>GENERAL MAINTENANCE TECHNICIAN, GROUNDS MAINTENANCE TECHNICIAN, PAINTER</b></p>	<p style="text-align: center;"><b>MASTER ELECTRICIAN</b></p>	<p style="text-align: center;"><b>MASTER HVACR TECHNICIAN</b></p>	<p style="text-align: center;"><b>MASTER PAINTER</b></p>	<p style="text-align: center;"><b>MASTER PLUMBER</b></p>
24.40	28.71	46.01	33.09	36.13	42.47
<p><b>*The salary guide for Grounds Maintenance Helper shall sunset upon the incumbent ceasing to be employed in the position.</b></p>					

2019-2020 HOURLY RATES					
<p style="text-align: center;"><b>GROUPS MAINTENANCE HELPER*</b></p>	<p style="text-align: center;"><b>GENERAL MAINTENANCE TECHNICIAN, GROUNDS MAINTENANCE TECHNICIAN, PAINTER</b></p>	<p style="text-align: center;"><b>MASTER ELECTRICIAN</b></p>	<p style="text-align: center;"><b>MASTER HVACR TECHNICIAN</b></p>	<p style="text-align: center;"><b>MASTER PAINTER</b></p>	<p style="text-align: center;"><b>MASTER PLUMBER</b></p>
25.21	29.66	47.53	34.18	37.32	43.87
<p><b>*The salary guide for Grounds Maintenance Helper shall sunset upon the incumbent ceasing to be employed in the position.</b></p>					

<b>2020-2021 HOURLY RATES</b>					
<b>GROUNDS MAINTENANCE HELPER*</b>	<b>GENERAL MAINTENANCE TECHNICIAN, GROUNDS MAINTENANCE TECHNICIAN, PAINTER</b>	<b>MASTER ELECTRICIAN</b>	<b>MASTER HVACR TECHNICIAN</b>	<b>MASTER PAINTER</b>	<b>MASTER PLUMBER</b>
26.07	30.67	49.15	35.34	38.59	45.36
*The salary guide for Grounds Maintenance Helper shall sunset upon the incumbent ceasing to be employed in the position.					

		<b>2018-2019 TECHNICAL</b>	
<b>OLD STEP</b>	<b>NEW STEP</b>	<b>T-III</b>	<b>T-V</b>
M	1	51,937	62,605
L	2	52,242	62,979
K	3	52,547	63,353
J	4	52,852	63,727
I	5	53,706	64,875
H	6	54,981	66,392
G	7	56,323	67,992
F	8	57,732	69,674
E	9	59,208	71,436
D	10	60,751	73,278
C	11	62,362	75,199
B	12	64,033	77,196
A	13	65,766	79,267

		<b>2018-2019 C-PRINT CAPTIONIST</b>
<b>OLD STEP</b>	<b>NEW STEP</b>	
M	1	43,135
L	2	43,385
K	3	43,635
J	4	43,885
I	5	44,585
H	6	45,630
G	7	46,730
F	8	47,885
E	9	49,095
D	10	50,360
C	11	51,680
B	12	53,050
A	13	54,470

A1	0	72,440	
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		<b>2019-2020 TECHNICAL</b>	
<b>OLD STEP</b>	<b>NEW STEP</b>	<b>T-III</b>	<b>T-V</b>
M	1	53,267	63,935
L	2	53,572	64,309
K	3	53,877	64,683
J	4	54,182	65,057
I	5	55,036	66,205
H	6	56,311	67,722
G	7	57,653	69,322
F	8	59,062	71,004
E	9	60,538	72,766
D	10	62,081	74,608
C	11	63,692	76,529
B	12	65,363	78,526
A	13	67,096	80,597

		<b>2019-2020 C-PRINT CAPTIONIST</b>
<b>OLD STEP</b>	<b>NEW STEP</b>	
M	1	44,465
L	2	44,715
K	3	44,965
J	4	45,215
I	5	45,915
H	6	46,960
G	7	48,060
F	8	49,215
E	9	50,425
D	10	51,690
C	11	53,010
B	12	54,380
A	13	55,800

A1	0	73,770	
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		2020-2021 TECHNICAL	
OLD STEP	NEW STEP	T-III	T-V
M	1	54,632	65,300
L	2	54,937	65,674
K	3	55,242	66,048
J	4	55,547	66,422
I	5	56,401	67,570
H	6	57,676	69,087
G	7	59,018	70,687
F	8	60,427	72,369
E	9	61,903	74,131
D	10	63,446	75,973
C	11	65,057	77,894
B	12	66,728	79,891
A	13	68,461	81,962

		2020-2021 C-PRINT CAPTIONIST
OLD STEP	NEW STEP	
M	1	45,830
L	2	46,080
K	3	46,330
J	4	46,580
I	5	47,280
H	6	48,325
G	7	49,425
F	8	50,580
E	9	51,790
D	10	53,055
C	11	54,375
B	12	55,745
A	13	57,165

A1	0	75,135	
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Technical Guide Key	
T-III	Department Technical Specialist, Information Technology Specialist
T-V	Systems Support Specialist

2018-2019	
	<b>SENIOR BOOKKEEPER</b>
<b>STEP</b>	
1	50,000
2	56,500

2019-2020	
	<b>SENIOR BOOKKEEPER</b>
<b>STEP</b>	
1	56,500
2	58,000

2020-2021	
	<b>SENIOR BOOKKEEPER</b>
<b>STEP</b>	
1	62,500

**SENIOR BOOKKEEPER GUIDE MOVEMENT IS AS FOLLOWS:**

2017-2018 SALARY		2018-2019		2019-2020		2020-2021
Less than \$50,000	----->	Step 1	----->	Step 1	----->	Step 1
\$50,000 and greater	----->	Step 2	----->	Step 2	----->	Step 1

<b>Senior Bookkeeper Guide Key</b>
Financial Services Department Bookkeepers; Student Services Department Bookkeeper; High School Bookkeeper.

<b>STIPENDS - CERTIFICATED STAFF</b>					
<b>COOP TEACHER</b>	<b>10-MONTH LDTC, SCHOOL COUNSELOR, SOCIAL WORKER, OR STUDENT ASSISTANCE</b>	<b>12-MONTH LDTC, SOCIAL WORKER, OR STUDENT ASSISTANCE COUNSELOR</b>	<b>12-MONTH SCHOOL COUNSELOR</b>	<b>10-MONTH PSYCHOLOGIST</b>	<b>12-MONTH PSYCHOLOGIST</b>
7,022	3,510	7,725	8,500	4,351	10,536

<b>STIPENDS - NONCERTIFICATED STAFF</b>					
<b>HEAD CUSTODIAN - EBHS</b>	<b>HEAD CUSTODIAN - CJHS</b>	<b>HEAD CUSTODIAN - HMS</b>	<b>ASSISTANT HEAD CUSTODIAN - EBHS</b>	<b>HEAD CUSTODIAN - MULTI</b>	<b>HEAD CUSTODIAN - SINGLE</b>
12,647	11,372	11,372	6,322	4,554	2,705



**STIPENDS - NONCERTIFICATED STAFF  
CONTINUING EDUCATION CREDITS EARNED**

FEWER THAN 4	AT LEAST 4 BUT FEWER THAN 7	AT LEAST 7 BUT FEWER THAN 11	AT LEAST 11 BUT FEWER THAN 14	AT LEAST 14 BUT FEWER THAN 18	AT LEAST 18 BUT FEWER THAN 21	AT LEAST 21 BUT FEWER THAN 25	AT LEAST 25 BUT FEWER THAN 28	AT LEAST 28 BUT FEWER THAN 32	AT LEAST 32 BUT FEWER THAN 35	AT LEAST 35 BUT FEWER THAN 39	AT LEAST 39 BUT FEWER THAN 42	AT LEAST 42 BUT FEWER THAN 46
79	160	314	474	628	788	942	1,101	1,255	1,417	1,569	1,729	1,884

**Summer School Stipends  
Advisor Stipends  
Early Morning Program**

<b>Summer School Stipends</b>		
<b>Position/Experience</b>	<b>Step</b>	<b>Annual</b>
Coordinator (0-3 years experience)	A	7,753
Coordinator (4 or more years experience)	B	10,185
Teacher (0-3 years experience)	A	3,509
Teacher (4 or more years experience)	B	4,543

<b>Advisor Stipends</b>		
	<b>Level</b>	<b>Annual</b>
	1	1,217
	2	1,535
		1,614
	3	1,917
	4	2,293
	5	2,673
	6	3,051
	7	3,433
<p><b>Plus duty-free period for the activities listed below:</b>            Newspaper/Clarion            Yearbook - High School            Student Council - High School            Audio-visual - High School Junior High School Middle School            PSAT/SAT Test Coordinator            School Treasurer - Junior High School Middle School            Athletic Treasurer</p>		

<b>Early Morning Program Stipends</b>	
<b>Position</b>	<b>Annual</b>
Site Manager	1,187
Lead School Aide	444

## Coaches Stipends

		Annual		
Head Coaches - High School	Level	1-2 Years of Experience	3-4 Years of Experience	5-6 Years of Experience
Football	1	8,800	9,786	10,779
Basketball - Boys	2	7,032	7,706	8,366
Basketball - Girls	2	7,032	7,706	8,366
Wrestling	2	7,032	7,706	8,366
Baseball	3	6,913	7,490	8,067
Soccer - Boys	3	6,913	7,490	8,067
Soccer - Girls	3	6,913	7,490	8,067
Softball	3	6,913	7,490	8,067
Spring Track - Boys	3	6,913	7,490	8,067
Spring Track - Girls	3	6,913	7,490	8,067
Swimming - Boys/Girls	3	6,913	7,490	8,067
Field Hockey	4	6,451	6,949	7,446
Gymnastics - Boys	4	6,451	6,949	7,446
Gymnastics - Girls	4	6,451	6,949	7,446
Lacrosse - Boys	4	6,451	6,949	7,446
Lacrosse - Girls	4	6,451	6,949	7,446
Volleyball - Boys	4	6,451	6,949	7,446
Volleyball - Girls	4	6,451	6,949	7,446
Winter Track - Boys	4	6,451	6,949	7,446
Winter Track - Girls	4	6,451	6,949	7,446
Bowling - Boys/Girls	5	5,725	6,139	6,551
Cheerleading	5	5,725	6,139	6,551
Cross Country - Boys	5	5,725	6,139	6,551
Cross Country - Girls	5	5,725	6,139	6,551
Golf	5	5,725	6,139	6,551
Tennis - Boys	5	5,725	6,139	6,551
Tennis - Girls	5	5,725	6,139	6,551
<b><i>Two years credit for assistant coaches toward head coaching in same sport.</i></b>				

<b><i>Weight Conditioning</i></b>	<b><i>Annual</i></b>
Summer	3,259
Fall	3,259
Winter	3,259
Spring	3,259

## Coaches Stipends

		Annual		
Assistant Coaches	Level	1-2 Years of Experience	3-4 Years of Experience	5-6 Years of Experience
Football	1	5,767	6,101	6,428
Basketball - Boys	2	5,107	5,439	5,767
Basketball - Girls	2	5,107	5,439	5,767
Spring Track - Boys	2	5,107	5,439	5,767
Spring Track - Girls	2	5,107	5,439	5,767
Wrestling	2	5,107	5,439	5,767
Baseball	3	4,942	5,275	5,605
Cheerleading	3	4,942	5,275	5,605
Cross Country – Boys/Girls	3	4,942	5,275	5,605
Field Hockey	3	4,942	5,275	5,605
Golf-Boys/Girls	3	4,942	5,275	5,605
Gymnastics-Boys/Girls	3	4,942	5,275	5,605
Lacrosse - Boys	3	4,942	5,275	5,605
Lacrosse - Girls	3	4,942	5,275	5,605
Soccer - Boys	3	4,942	5,275	5,605
Soccer - Girls	3	4,942	5,275	5,605
Softball	3	4,942	5,275	5,605
Swimming - Boys/Girls	3	4,942	5,275	5,605
Tennis - Boys	3	4,942	5,275	5,605
Tennis - Girls	3	4,942	5,275	5,605
Volleyball - Boys	3	4,942	5,275	5,605
Volleyball - Girls	3	4,942	5,275	5,605
Winter Track - Boys	3	4,942	5,275	5,605
Winter Track - Girls	3	4,942	5,275	5,605
<b><i>Two years credit for assistant coaches toward head coaching in same sport</i></b>				

<b>Football Coordinators</b>	<b>Annual</b>
Defensive Coordinator (applies to assistant coaches - EBHS)	280
Offensive Coordinator (applies to assistant coaches - EBHS)	280

## Coaches Stipends

		Annual		
<b>CJHS - 9th Grade Coaches</b>	<b>Level</b>	<b>1-2 Years of Experience</b>	<b>3-4 Years of Experience</b>	<b>5-6 Years of Experience</b>
Football	1	5,767	6,101	6,428
Basketball - Boys	2	5,107	5,439	5,767
Basketball - Girls	2	5,107	5,439	5,767
Football (Assistant)	2	5,107	5,439	5,767
Wrestling	2	5,107	5,439	5,767
Baseball	3	4,942	5,275	5,605
Cheerleading	3	4,942	5,275	5,605
Field Hockey	3	4,942	5,275	5,605
Soccer - Boys	3	4,942	5,275	5,605
Soccer- Girls	3	4,942	5,275	5,605
Softball	3	4,942	5,275	5,605
Spring Track	3	4,942	5,275	5,605
Volleyball	3	4,942	5,275	5,605
<b><i>Two years credit for assistant coaches toward head coaching in same sport.</i></b>				

		Annual		
<b>CJHS - 7th/8th Grade Coaches</b>	<b>Level</b>	<b>1-2 Years of Experience</b>	<b>3-4 Years of Experience</b>	<b>5-6 Years of Experience</b>
Basketball - Boys	4	3,940	4,270	4,599
Basketball - Girls	4	3,940	4,270	4,599
Cross Country	4	3,940	4,270	4,599
Soccer – Boys	4	3,940	4,270	4,599
Soccer - Girls	4	3,940	4,270	4,599
Softball	4	3,940	4,270	4,599
Spring Track	4	3,940	4,270	4,599
Wrestling	4	3,940	4,270	4,599
<b><i>Two years credit for assistant coaches toward head coaching in same sport.</i></b>				

		Annual		
<b>Athletic Aide</b>	<b>Level</b>	<b>1-2 Years of Experience</b>	<b>3-4 Years of Experience</b>	<b>5-6 Years of Experience</b>
Athletic Aide - CJHS	N/A	5,107	5,439	5,767