# **AGREEMENT**

Between the

# BOONTON TOWNSHIP BOARD OF EDUCATION

and the

# BOONTON TOWNSHIP EDUCATION ASSOCIATION

For the Years

July 1, 2004 to June 30, 2007

#### Article I

# Recognition/Definitions

# A. Recognition

Pursuant to Chapter 123, Public Laws of 1974, the Board recognizes the Association as the exclusive representative for collective negotiation for the terms and conditions of employment of the persons listed in the unit described below:

Teachers, Librarian, Nurse, Coaches, Extracurricular Advisors, Custodians and Instructional Aides.

The positions of School Psychologist, LDTC, Guidance Counselor, Social Worker and Substance Abuse Counselor are included in the bargaining unit unless otherwise excluded.

Not included in this agreement are the following:

The Superintendent and other administrative personnel, all secretaries, substitute teachers, school clerk, certain per diem special service personnel and school physician.

#### B. Definitions

# 1. <u>Teachers</u>

Unless otherwise indicated, "teachers" shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## 2. Days

"Days" shall refer to the number of days when school is in session. A half-day session shall be considered a "day." During summer vacation, "days" shall be considered work weekdays excluding Saturdays, Sundays and national holidays.

# 3. <u>Full-time Employee</u>

A full-time employee shall be defined as any employee who normally works a full workday each day school is in session. All other employees working less than full-time shall be considered part-time.

# 4. <u>Instructional Aides</u>

Instructional Aides are ten-month employees whose work schedules are set forth by the administration and perform duties defined by their job description.

# 5. <u>Custodial Staff</u>

Custodial Staff are 12-month employees whose work schedules are set forth by the administration and perform duties defined by their job descriptions.

## Article II

Negotiation of Present and Successor Agreement

## A. Present Agreement

- 1. Conditions set forth in subsequent articles shall be the guiding agreement for salaries, salary adjustment action, grievance procedures and working conditions for the contract years. Except as set forth herein, all other working conditions remain the same as during the previous year.
- 2. This agreement shall not be modified in whole or in part by the parties except in writing duly executed by both parties.

# B. Successor Agreement

The parties agree to enter into collective negotiations towards a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach

agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than 120 calendar days before public vote on the district budget in the calendar year in which agreement expires. Any agreement so negotiated shall apply to all employees in the defined unit, including non-union employees. The agreement shall be in writing and signed and adopted by both parties.

## C. Access to Information

The Board recognizes that the Association officers have a right to inspect all pertinent records, data, and information normally available to citizens of Boonton Township.

#### **Article III**

#### Grievance Procedure

## A. Definitions

- 1. A <u>grievance</u> is an appeal by an employee or the Association based on a specific interpretation, application or violation of an agreement provision, a Board policy or an administrative decision affecting an employee or a group of employees. All written grievances shall include:
  - a. Pertinent dates (date of occurrence, date of filing, date of prior decision, date of appeal, all other pertinent dates)
  - b. A description of the incident or alleged violation giving rise to the grievance
  - c. Identification of the specific provision(s) of the agreement, specific board policy, and/or specific administrative decision involved.
  - d. The specific remedy sought by the grievant(s).
  - e. The outcome from the prior level in the procedure, if any.
- 2. An aggrieved person is the person or persons making appeal.

## B. Procedure

# Level 1

Within ten days of the occurrence of the incident, the aggrieved party shall submit the grievance in writing to the school full-time administrative head. Within five days of the receipt of the written grievance, the administrator shall submit his written response to the aggrieved.

Prior discussion between administrator and employee(s) is encouraged.

## Level 2

If the superintendent is the only full-time school administrator, the grievance may pass from Level 1 directly to Level 3.

Otherwise, if the grievance is not responded to by the administrator within five days or if the aggrieved is not satisfied with the disposition of the grievance at Level 1, a written request to meet with the superintendent (with concurrent notification of the request to the school administrator) must be made in five days after receipt of the school administrator's reply or lapse of time to reply.

A report from the person or persons to whom the appeal was first made shall be submitted at the same time as the appeal of the employee. The superintendent shall meet with the aggrieved to consider the matter within ten days of written notice of the grievance and shall render a written decision to the aggrieved no more than ten days after this meeting.

# Level 3

If the grievance is not settled to the aggrieved's satisfaction by the superintendent, the aggrieved must, within five days file a written appeal to the Board /Association Subcommittee. The Subcommittee shall consist of 4 Board members and 4 Association members. Concurrent notification of the request shall be given to the superintendent. All prior actions by the aggrieved and the school administration shall be submitted to the Subcommittee for its consideration. The Subcommittee shall afford the aggrieved party an opportunity to present the grievance to the Subcommittee at a conference meeting within 15 days of the filing of the grievance.

## Level 3a

If the grievance is not settled to the aggrieved's satisfaction by the superintendent, the aggrieved must, within five days file a written appeal to the Board of Education. Concurrent notification of the request shall be given to the superintendent. All prior actions by the aggrieved and the school administration shall be submitted to the Board for its consideration. The Board shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within 15 days of the filing of the grievance.

If the Board of Education and the employee(s) or his/her staff representatives are unable to reach agreement, the Board may seek independent advice. All information hitherto gathered shall be made available to the advisors.

The Board shall render a decision in writing to the aggrieved, with copies to the Association, Superintendent and any other administrator concerned, within ten days after the conference hearing.

NOTE

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself (themselves) and/or at his/her (their) option, by a representative selected or approved by the Association. Any advisors of the aggrieved shall present to the Board satisfactory written evidence that the aggrieved has given them authority to be heard.

When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

# C. Advisory Arbitration

- If the decision of the Board is unsatisfactory, the Association may declare
  an impasse, and if it does so, the Secretary of the Board shall be so notified
  in writing within fifteen days of the receipt of the Board's decision.
  Thereupon, the Association shall have the right to appeal to the New
  Jersey Public Employment Relations Commission, for obtaining an
  arbitrator to serve pursuant to PERC rules, regulations and statement of
  procedures. No hearing shall be held sooner than ten days after the Board
  has received notification of impasse.
- 2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the costs of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring the same.
- 3. Nothing contained herein shall be construed to submit the Board to binding arbitration.
- D. Future discussion between the Association and the Board will take place for the purpose of revising grievance procedure. If said changes are mutually agreed upon said revision will replace present procedure. Until that time, both parties will follow existing procedure.

#### **Article IV**

# Employee's Rights

- A. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B. An employee may have access to his/her personnel file with the superintendent or other administrator present.

- C. The teacher shall maintain the right and responsibility of determining grades within the grading policy and philosophy of the Boonton Township Board of Education. If a grade change is made, the administrator making the change shall notify the teacher of the change in writing, and the grade of both the teacher and the administrator shall be placed on the student's file.
- D. Individual board members who wish to examine an employee's personnel file shall ask the Board President and personnel Committee for such permission. The request must be in writing, stating the reason(s) for such action. Upon Board approval (in writing) that the action is necessary, the employee must be notified in writing, as to the reason(s) for the examination of his/her personnel file by a board member, at <u>least</u> one week prior to such an examination. During the summer recess the employee or his/her designee must be available.

The employee and/or his designee have a right to be present while the file is examined.

- E. Any criticism of an employee shall be made in a confidential setting. If a complaint or criticism becomes part of an employee's file he/she shall be given a copy at the time it is entered into the file and shall have the right to place a rebuttal in the file within ten (10) school days.
- F. No employee shall be disciplined without just cause, nor shall teacher assistants be non-renewed without just cause.

#### Article V

# Association Rights and Privileges

- A. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The association shall follow the same scheduling procedure as for all public users of the facilities.
- B. The Association shall have the right to use school facilities and equipment, including typewriters and other office equipment, at reasonable hours when such equipment is not otherwise in use. The association shall pay for the actual cost of all materials and supplies incidental to such use, and for any repair necessitated as a result thereof.
- C. In each school building, the Association shall have the exclusive use of a bulletin board in the employee lounge. The Association shall also be assigned reasonable space on the bulletin board in the central office for Association notices.

- D. The Association shall have the right to use the intra-school mail facilities and school mailboxes as it deems necessary and without the approval of building principal or other members of the administration.
- E. The Board shall grant the president of the Association or president designee up to three days, maximum total, with pay, for his/her administrative duties, according to a schedule submitted by the president.

## **Article VI**

# Employee Hours and Workload

# A. Teaching Hours

- 1. Teachers shall indicate all arrivals and departures from duty by placing their initials or a check mark in the appropriate column of the faculty sheet.
- 2. The arrival and departure time for all teachers shall be as designated in Appendix A, except for flex time teachers. However, the total in-school workday shall consist of not more than seven and one-half hours plus duty-free lunch period as guaranteed to teachers under law.
- 3. No teacher shall be required to report for duty earlier than fifteen minutes before the opening of the pupils' school day and no teacher shall be required to remain more than ten minutes after the close of the pupils' school day except as outlined in the following sections on teachers' meetings and student extracurricular activities, except as noted Article VI-A-5.
- 4. Twice a week, teachers will remain for a duration of an additional twenty minutes to be available for extra help and assistance to students. These sessions may be scheduled before or after school, at the teacher's discretion. Sessions will follow the school calendar. Teachers must submit their extra help schedule to the Superintendent at the start of the school year. The Superintendent must approve any revisions to the schedule.
- 5. Any teacher employed in the district who has mutually agreed with the Board to offer Board approved course(s) of instruction to the district's students outside of the traditional full day teaching schedule of their building can have their report time altered to fit the needs of the agreed upon instructional situation. A flex schedule must be contiguous. At the time when the above-mentioned flex time schedule is determined, an

- agreement will also be made concerning attendance at administrator or Board directed meetings or workshops.
- 6. Teachers shall have a lunch period of at least thirty-five minutes; teachers may leave the school building during the scheduled duty-free lunch period if mutually agreeable between teachers and administrator.

# B. Teaching Workload

- 1. The in-school work year for teachers employed on a ten-month basis shall not exceed 185 days.
  - a. The daily teaching load in the elementary school shall not exceed five and three-quarter hours of pupil contact.
  - b. Teachers shall have no less than five preparation periods per week, scheduled one per day whenever the schedule permits.
  - c. Teachers shall be compensated at the rate of \$50.00 per hour for a lost preparation period.
- 2. Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen minutes after student dismissal times. Meetings will be no more than sixty minutes except in unusual or extraordinary circumstances.
  - a. Meetings which take place after the regular in-school days shall not normally be called on Fridays or on a day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
  - b. Teachers shall have the opportunity to suggest items for the agenda for the teachers' meetings.
- 3. Teachers may be required to return to school three evenings each school year for a maximum of two (2) hours without additional compensation for the purpose of conducting parent-teacher conferences. On days of evening parent-teacher conferences, teachers with scheduled evening conferences shall be dismissed on single session days no later than fifteen minutes after student dismissal times. Teachers who do not have evening conferences shall be dismissed at their regular dismissal times. Teachers may be required to attend one (1) Back to School night each year without additional compensation.

a. In addition to the three evenings for the purpose of conducting parent-teacher conferences and one (1) back to school night, all teachers, except those who are already required to be present for a concert, art show, science demo night or parent workshop may be required to attend one (1) additional evening activity for up to a maximum of two (2) hours without additional compensation for the purpose of showcasing curricula or grade level meetings or subject area meetings or educational programs or parent teacher conferences or student performances.

# 4. Class Assignment

- a. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent not later than February 1. This statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order or preference.
- b. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical, and except in cases of emergency not later than June 30.
- c. In the event that change in schedules, classes, subject assignment, or room assignment become necessary after June 30, a teacher affected shall be notified promptly in writing, and upon the request of the teacher, the changes shall be mutually reviewed by the superintendent, or his representative, and the teacher affected.

# 5. Supervision of Student Teachers

- a. A teacher shall be consulted about the responsibilities of supervising a student teacher, provided, however, that the district shall retain the exclusive right to assign student teachers.
- b. No additional assignment will be made for a supervising teacher other than those associated with the evaluation and guidance of the student teacher.
- c. Upon approval of the chief school administrator, a supervising teacher will be given time off to attend specific meetings at the student teacher's college, as required by the college.

# 6. Extracurricular Activities

Activities which extend beyond the regularly scheduled in-school day shall be assigned advisors and coaches by the administration in consultation with staff members concerned and shall be compensated in accordance with the schedule in Appendix B.

# C. Instructional Aides' Hours and Workload

# Workday:

- 1. Full time instructional aides shall report 15 minutes before the student day begins. No instructional aide shall be required to remain at work after students are dismissed. A full time instructional aide shall receive two (2) fifteen (15) minute breaks, one in the a.m. and one in the p.m., and a thirty (30) minute duty free lunch which may not coincide with a teacher's lunch.
- 2. A part time instructional aide's schedule shall be determined by the principal. A part time instructional aide's workday of three (3) hours or more shall include a fifteen (15) minute duty free break. A part time instructional aide's workday of five (5) hours or more shall include a fifteen (15) minute duty free break and a thirty (30) minute duty free lunch.

# Work year:

The work year for instructional aides shall follow the student calendar. Their work year shall begin the first day of student attendance and shall end on the last day of student attendance. Instructional aides shall not work when students are not present, i.e. school recess/holiday periods and snow days.

#### **Article VII**

## **Working Conditions**

A. Employees shall not be required to drive students to activities which take place away from the school building.

#### **Article VIII**

#### **Salaries**

A. Each teacher shall receive compensation consistent with his/her teaching experience, educational achievement and current negotiated salary increase.

# B. Credit Union Payment Plan

Persons employed for an academic year may elect to participate in the Credit Union Payment Plan. They must indicate their desire to participate, in writing, by the date required by the secretary to the board. The secretary to the board will then be empowered to deduct the amount designated by the employee from the salary due each participating employee for each semi-monthly or monthly installment. All deductions shall be deposited with the Tri-Co Federal Credit Union, 140 Speedwell Avenue, Morris Plains, New Jersey 07950.

Indications of desire to participate in the credit union payment program will be consistent with statutes.

Payment for all participants will be submitted by the board secretary and sent to Tri-Co. The payment is to be received by Tri-Co by the 5<sup>th</sup> business day after pay date. All participants will release the Board from responsibility for any problems with Tri-Co Federal Credit Union.

#### **Article IX**

## Absences and Leaves

## A. Notification of Absence

Any employee who may have cause to be absent from work must give notice in the manner prescribed by the superintendent on the night before such absence or not later than 6:30 a.m. on the day of the absence. Failure to comply with the above may cause forfeit of payment of one full day's salary.

#### B. Personal Illness

- 1. Sick leave shall be defined as per N.J.S.A. 18A: 30.1.
- 2. Each full-time 10-month employee shall be allowed ten sick days per year. Any 10 month employee starting employment after the beginning of the school year, shall have his/her sick days pro rated based upon the length of his/her employment contract. A 10- month employee employed on a part time basis will be allowed 10 part-time equivalent sick days per year. For

any part time 10-month employee a minimum of one day per year, per category shall be granted.

Each full time 12-month employee shall be allowed twelve sick days per year. Any 12-month employee starting employment after the beginning of the school year, shall have his/her sick days pro-rated based upon the length of his/her employment contract. A 12-month employee employed on a part time basis will be allowed 12 part-time equivalent sick days per year.

- a. If less than the allowed number of school days per year sick leave are taken in any school year, the number of unused days shall be cumulative without limit.
- b. Sick leave shall be charged first to the current year's allowance until it is fully utilized, and thereafter to cumulative credit.
- c. An employee's full annual allotment of sick days shall be credited on his/her first day of employment each year. Employees shall not accumulate sick days while on unpaid leave of absence.
- 3. In cases of illness extending beyond the employee's cumulative sick leave credit, the deductions will be made on the following basis:
  - a. Ten-month contracts: 1/185 per day of the contract salary.
  - b. Twelve-month contracts: 1/240th per day of the contract salary.
- 4. The superintendent may require the employee to file a physician's certificate stating the name of the illness or disability and the prognosis in case of sick leave claim as per *N.J.S.A.* 18A: 30-4. The superintendent may require a physician's certificate stating the date the employee may return to work.
- 5. See Article X paragraph 3 for Sick Leave pay back on retirement.

# C. Disability Leaves

- 1. Any employee who becomes or anticipates becoming disabled shall notify the superintendent of his\her condition as soon as practicable. The employee may continue his\her employment if possible. The superintendent may request from the employee's physician that he\she is capable of continuing to perform duties.
  - a. No employee's disability shall arbitrarily deprive her\him of employment, or temporary disability benefits, if applicable.

- b. All leaves of absence requested or taken by an employee for reasons associated with disability shall be governed by agreement and board policies on unpaid leaves of absence and sick leave.
- 2. The board assumes a pregnant employee will be disabled one month before and after her anticipated delivery date and will be considered disabled one month after actual delivery.
  - a. However, an employee may present medical certification that he\she is fit to perform duties any time within this two month period.
  - b. The board may at any time request the school physician, an impartial physician appointed by the county medical society and or the employee's physician to certify that the employee is able to perform her\his duties.
- 3. An employee may request a childcare leave without pay. Except in special cases, the leave shall expire on July 1<sup>st</sup> following the anniversary of the granting of the leave. This time shall run concurrent with any time for which an employee may be eligible under the Federal Family and Medical Act and/or the New Jersey Family Leave Act. Failure of the employee to notify the Superintendent by March 1<sup>st</sup> of her\his intention to return the following September shall terminate the employment at the end of said leave.
- 4. To be eligible for a salary increment and credit towards longevity payments and sabbaticals, a teacher must work at least ninety days in the school year that the leave commences or terminates.
- 5. To be eligible for an unpaid childcare leave, the employee must have been actively employed in the district for the full academic year prior to the requested leave.

# D. Adoption

- 1. An employee adopting a pre-first grade age child may request extended leave which shall commence upon her/his receiving de facto custody of the adopted child or shall begin earlier, if necessary, to fulfill adoption requirements. The superintendent shall be notified as soon as adoption papers are approved.
- 2. Except in special cases, extended adoptive parent leave shall terminate July 1 following the anniversary of the granting of the leave. An employee on extended leave shall notify the superintendent by March 1 of his/her intent to return the following September.

3. An employee considering adoption of an older child may apply to the Board for a leave consideration.

#### E. Personal

- 1. Any employee requesting a personal leave shall do so in writing to the superintendent at least forty-eight hours, except in cases of emergency, prior to the time such leave is needed so that adequate planning for a substitute can be made.
  - a. Absence due to death in an employee's immediate family or relative or significant other living in his/her household shall be allowed with full pay for up to five consecutive school days per event. The term immediate family shall include: spouse, parent, parent-in-law, sister, brother, child and natural grandparents or another person deemed important by the member and so agreed upon by the superintendent.
  - b. Absence due to the illness of a member of the full-time employee's immediate family (spouse, parent, or relative living in the employee's household, or another person deemed important by the member and so agreed upon by the superintendent), shall be allowed with full pay for up to two days per school year.
  - c. The superintendent may grant an employee leave of absence with pay for not more than three days in each school year upon submission of a written statement of need, pro-rated to the nearest day per year, per category, for part time teachers and employees.
- 2. Any employee is entitled to leave with differential pay for such period, as the employee is required to be elsewhere by reason of jury service or compliance with a subpoena.

#### F. Professional

- 1. Absence for visitation to other schools shall be allowed for one day at full pay in any school year upon approval of the superintendent.
- 2. Absences to attend conferences, workshops, critiques and conventions will be allowed with full pay upon the pre-approval of the superintendent. (Attendance shall be supported by the required certificate of attendance). Travel and fees shall be submitted to the Board for approval or reimbursement: Employees attending the annual NJEA shall be allowed \$15.00 per day attended.

# G. Military

1. Military leave, without pay, shall be granted in accordance with applicable statutes.

#### H. Sabbatical

- After seven year continuous, full-time service in Boonton Township schools, a
  teacher may, upon recommendation of the superintendent, be granted a leave of
  absence for one full year of advanced study or study combined with travel.
  Eligibility for a sabbatical shall recur after each subsequent period of seven years'
  service.
- 2. Application shall be made by December 15th prior to the school year for which the absence is requested on the Board form. The teacher's intended sabbatical program shall be submitted. A minimum of nine credits per semester, writing of a doctoral dissertation or professional advancement to better serve the school system shall be a satisfactory program.
- 3. In recommending sabbaticals, the superintendent shall consider the greatest benefit to the school system, the greater self-improvement and the reasonable and equitable distribution of applications among the different school departments. The superintendent shall notify the applicant in writing of the Board's decision by January 31st prior to the leave requested.
- 4. While on sabbatical, a teacher shall receive one-half the salary to which he/she would otherwise be entitled. Regular income tax, social security Teachers' Pension and Annuity, and other deductions authorized by the teacher shall be made. While teachers may take part-time positions to supplement their income, full-time employment while on sabbatical is discouraged unless the Board and Association agree such a position is beneficial to the school system.
- 5. Teachers returned from sabbatical shall continue in the Boonton Township schools for at least two years. Teachers resuming employment shall be paid the same scheduled salary they would have received had they not had a sabbatical. Except in case of death or permanent disability, a teacher shall reimburse the Board in direct proportion to unfilled time if two years' service is not provided following a sabbatical.
- 6. No more than one teacher every other year shall be granted a sabbatical leave.
- I. Employees who report one hour after school opens or leave more than one hour before school ends shall be considered to have used one-half day of personal leave or sick leave, whichever is appropriate.
- J. Absence for reasons other than those listed above will be acted upon by the Board.

#### Article X

## **Insurance Protections**

- A. All full time employees will receive full health care benefits, including family coverage at no cost to the employees. Coverage shall be equal to or better than the State health Care Benefits Plan. Employee contribution to health care premiums (medical, dental) shall be subject to an IRS Section 125 Plan.
- B. All full-time employees will receive dental coverage as follows:

Family	\$705.00
Two-Party	\$445.70
Individual	\$264.12

Any premium cost in excess of these cap limits will be borne by the individual through a monthly payroll deduction.

C. The Board of Education will pay back employees serving in their position prior to July 1, 1993 one day for every five days accumulated sick days to a maximum accumulation of 200 sick days

Employees hired by the Board of Education on or after July 1, 1993, may accumulate sick days to a maximum of 125 days and be reimbursed at a rate of one for every five days up to a maximum reimbursement of 25 days. Said payments will be made one calendar year after employee has left the system, and if said employee has retired under one of the retirement allowances established by their pension fund and have at least ten years of service in Boonton Township.

- D. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of a proven wrongful act suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
- E. The Board of Education and the Association agree to create a joint committee to review insurance coverage and carriers.

## **Article XI**

## Professional Development

The Board of Education will establish a fund of \$20,000 per year, from which teachers will be reimbursed for tuition reimbursement. The superintendent agrees to meet annually with the executive committee of the BTEA to determine the most equitable way to fairly distribute these

funds. The following reimbursement schedule applies only to the extent that funds within the annual allotment are still available.

A. The Board shall pay 100% for a B grade or better including a passing grade for a pass / fail course, for full-time teachers employed in the system. Non-state or private college tuition reimbursement shall be at the Montclair State College tuition rate or the cost per credit, whichever is less. Courses must be approved by the superintendent as eligible for reimbursement, in accordance with Board policy. Part-time employees will be paid on a pro-rated basis for graduate course reimbursement as per the above provisions. No tuition reimbursement will be provided for courses, which may lead to certification as a school administrator, principal, supervisor, or school business administrator, unless such a course is part of a pre-approved degree program. Teachers who were enrolled in and were approved for aforementioned certificates during the 2001-2004 Contract Agreement are exempt from this provision.

#### B. Distribution of fund:

- 1. Teachers intending to take courses shall make it known by filling out the appropriate form prior to June 15<sup>th</sup> of the previous fiscal year. (Any courses approved prior to the ratification of this contract shall not be subject to the date listed above).
- 2. Members will be reimbursed by dividing the established fund by the number of approved credits, capped at nine credits per year. The amount reimbursed per person will not exceed A-1 above. The dollar amount of per credit reimbursement shall be uniform, and shall not exceed the actual cost per credit.
- 3. Staff members may replace an approved course in the event of a course cancellation or a district contractual obligation that prohibits them from taking the course.
- C. The Board Secretary shall be notified as soon as registration has been accomplished and again when the course has been completed satisfactorily (with relevant receipts and transcripts).
- D. Local Professional Development Committee
  The board shall establish a Professional Development Committee in accordance with the state requirements (N.J.A.C.6:11-13.3).
- E. Tuition reimbursement payments will be made annually by July 15. In order to receive payment by July 15, employees must submit authorized transcripts to the Board Secretary by June 15. When an authorized transcript is received after June 15, the appropriate employee shall not be paid until the following year and from the following year's fund.

#### **Article XII**

# Appendix A

## Time Schedule

Times may be adjusted due to busing schedules. Length of working day will remain the same.

# Grades Kindergarten - 8th

7:45 a.m. All teachers report in

8:00 a.m. Late bell

2:30 p.m. Dismissal bell

Teachers may leave at 2:40 p.m.

On days when teachers schedule extra help and assistance, they will report to school at 7:25 AM if a morning session is planned or will stay in school until 3:00 PM when an afternoon session is planned.

# Single Session Days - All Classes

Grades Kindergarten – 8 8:00 - 12:15 No lunch periods

Time Schedules will be developed annually and may change as directed by the Board of Education provided that the reporting time, dismissal time and pupil contact time are not extended to increase the working day. (Except as noted in Article VI-A-5)

# Appendix B

## A. Custodial Salary Agreements (Non-tenured Positions)

Custodians employed by the District as of July 1, 2004 shall receive a 4.4% salary increase.

Custodians employed by the District as of July 1, 2005 shall receive a 4.5% salary increase

Custodians employed by the District as of July 1, 2006 shall receive a 4.6% salary increase.

# B. Teacher Salary Agreements

1. Both parties agree to the following salary guides which cover the three-year non-negotiable salary contract for the 2004-05, 2005-06, 2006-07 schools years.

2. Teachers employed by the Board as of July 1, 2004, progress on the following guides (excluding longevity). Lateral moves across the guide based on attainment of formal education result in placement to the advanced degree column according to "Movement Across the Guide Policy "#4131.4 Readopted June 17, 2003.

2004-05 Boonton Township Salary Guide

Step	ВА	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 60
1	38,461	39,938	41,449	43,213	44,725	46,426	48,426
2	39,561	41,038	42,549	44,313	45,825	47,526	49,526
3	39,961	41,438	42,949	44,713	46,225	47,926	49,926
4	41,361	42,838	44,349	46,113	47,625	49,326	51,326
5	41,961	43,438	44,949	46,713	48,225	49,926	51,926
6	42,564	44,074	45,587	47,351	48,863	50,562	52,562
7	43,230	44,742	46,253	48,017	49,529	51,229	53,229
8	43,929	45,441	46,952	48,716	50,229	51,929	53,929
9	44,840	46,349	47,978	49,595	51,170	52,746	54,746
10	46,246	47,755	49,519	51,136	52,767	54,409	56,409
11	48,935	50,541	52,330	54,009	55,715	57,435	59,435
12	50,835	52,647	54,599	56,728	58,927	61,346	63,346
13	54,635	56,947	58,899	61,028	63,227	65,646	67,646
14	59,135	61,447	63,399	65,528	67,727	70,146	72,146
15	63,835	66,147	68,099	70,228	72,427	74,846	76,846
16	68,977	71,500	73,629	75,952	78,351	80,990	82,990

2005-06 Boonton Township Salary Guide

Step		ВА	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 60
	1	40,057	41,534	43,045	44,809	46,321	48,022	50,022
	2	40,457	41,934	43,445	45,209	46,721	48,422	50,422
	3	42,857	44,334	45,845	47,609	49,121	50,822	52,822
	4	43,957	45,434	46,945	48,709	50,221	51,922	53,922
	5	44,560	46,070	47,583	49,347	50,859	52,558	54,558
	6	45,226	46,738	48,249	50,013	51,525	53,225	55,225
	7	45,925	47,437	48,948	50,712	52,225	53,925	55,925
	8	46,736	48,245	49,874	51,491	53,066	54,642	56,642
	9	47,742	49,251	51,015	52,632	54,263	55,905	57,905
	10	50,431	52,037	53,826	55,505	57,211	58,931	60,931
	11	52,631	54,143	56,095	58,224	60,423	62,842	64,842
	12	55,131	57,443	59,395	61,524	63,723	66,142	68,142
	13	59,631	61,943	63,895	66,024	68,223	70,642	72,642
	14	64,331	66,643	68,595	70,724	72,923	75,342	77,342
	15	68,150	70,568	72,608	74,834	77,133	79,662	81,662
	16	70,977	73,500	75,629	77,952	80,351	82,990	84,990

2006-07 Boonton Township Salary Guide

Step		ВА	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 60
	1	40,721	42,198	43,709	45,473	46,985	48,686	50,686
	2	42,121	43,598	45,109	46,873	48,385	50,086	52,086
	3	43,521	44,998	46,509	48,273	49,785	51,486	53,486
	4	45,621	47,098	48,609	50,373	51,885	53,586	55,586
	5	46,224	47,734	49,247	51,011	52,523	54,222	56,222
	6	46,890	48,402	49,913	51,677	53,189	54,889	56,889
	7	47,589	49,101	50,612	52,376	53,889	55,589	57589
	8	48,400	49,909	51,538	53,155	54,730	56,306	58,306
	9	49,406	50,915	52,679	54,296	55,927	57,569	59,569
	10	52,095	53,701	55,490	57,169	58,875	60,595	62,595
	11	53,295	54,807	56,759	58,888	61,087	63,506	65,506
	12	55,795	58,107	60,059	62,188	64,387	66,806	68,806
	13	60,295	62,607	64,559	66,688	68,887	71,306	73,306
	14	64,995	67,307	69,259	71,388	73,587	76,006	78,006
	15	68,814	71,232	73,272	75498	77,797	80,326	82,326
	16	72,977	75,500	77,629	79,952	82,351	84,990	86,990

# C. Instructional Aides

Instructional aides employed by the district as of July 1, 2004 shall receive the hourly rate as follows:

1.)	Eligible for county substitute certification	- \$16.08
2.)	Not eligible for county substitute certification	- \$12.74

Instructional aides employed by the district as of July 1,2005 shall receive the hourly rate as follows:

1.)	Eligible for county substitute certification	- \$16.80
2.)	Not eligible for county substitute certification	- \$13.31

Instructional aides employed by the district as of July 1, 2006 shall receive the hourly rate as follows:

, ,, ,,		
1.)	Eligible for county substitute certification	- \$17.57
2.)	Not eligible for county substitute certification	- \$13.92

# D. <u>Teacher Longevity</u>

During the term of this three-year agreement, longevity compensation, based upon years of service in Boonton Township schools, will be added to the base salary beginning in each year of this three-year agreement. Such longevity shall <u>not</u> be cumulative.

Step #1 (11-15 years)	\$ 800.00
Step #2 (16-20 years)	\$1,610.00
Step #3 (21-24 years)	\$2,100.00
Step #4 (25+ years)	\$2,600.00

The salary and longevity, if any, of a part-time teacher shall be prorated in accordance with his/her schedule.

# E. Athletic/Co-curricular Stipends

# **2004-05 GUIDE - YEAR #1**

Level	Yrs. Exp.	Special	Major/ Athletic Dir.	Minor	Assistant		
I	0-1	3173	2516	1956	1770		
II	2-3	3267	2610	2051	1865		
III	4-5	3359	2745	2143	1956		
IV	6-7	3453	2964	2404	2219		
${f V}$	8-9	3546	3057	2496	2311		
VI	10+	3655	3151	2591	2404		
2005-06 GUIDE - YEAR #2							
I	0-1	3315	2629	2044	1849		
II	2-3	3414	2727	2144	1948		
III	4-5	3510	2868	2240	2044		
IV	6-7	3608	3097	2513	2318		
${f V}$	8-9	3706	3194	2609	2415		
VI	10+	3820	3293	2708	2513		
2006-07 GUIDE - YEAR #3							
I	0-1	3468	2750	2139	1934		
II	2-3	3571	2853	2242	2038		
III	4-5	3671	3000	2343	2139		
IV	6-7	3774	3240	2628	2425		
${f V}$	8-9	3877	3341	2729	2527		
VI	10+	3995	3444	2832	2628		

# **ATHLETIC STIPENDS**

SPECIAL	MAJOR	MINOR
Basketball	Baseball	Cheerleading
	Soccer	Cross Country
	Softball	Intramurals
	Coordinator	Track & Field
		Volleyball

# **CO-CURRICULAR STIPENDS**

MAJOR	MINOR
Band Director	AM Testing
8th Gr. Advisor	Homework Club
7/8 Team Leader	Student Council
Yearbook	5/6 Team Leader
	Technology
	Jazz Band
	Service Squad
	(Half Rate)

Athletic Stipends will be paid in the following manner:

Fall Sports - ½ in Oct.; ½ in Nov.
Winter Sports - ½ in Nov.; ½ in Feb
Spring Sports - ½ in April; ½ in June
Volleyball - full amount in April

Co-curricular Stipends will be paid in the following manner:

All Stipends - ½ in Dec.; ½ in June

# F. <u>SPECIAL Positions</u>

Compensation will be as follows:

	2004-05	2005-06	2006-07
Lunchroom Supervisor (per hour)	48.86	51.06	53.41
A.M. and/or P.M. Bus Duty (per hour)	48.86	51.06	53.41
Curriculum Review	1,600.00	1,600.00	1,600.00
Lost Prep (per hour)	50.00	50.00	50.00

All of the above positions shall be paid twice annually in December and June. The stipends for these positions shall not be pensionable. Contractual absences are permitted without a deduction in pay. Substitutes, if any, are the responsibility of the Board.

# G. Additional Salary Amounts

	<u>2004-05</u>	2005-06	2006-07
Home Instruction (per hour)	56.46	59.00	61.71
Black Seal License	525.35	548.99	574.25
Summer Work (per 4 hours)	82.24	85.94	89.89

Vacancies shall be posted to include scope of project, number of hours, and rate of compensation. Assignments shall be voluntary.

# H. Paid Assemblies

It is additionally agreed that \$500.00 be set aside by the Board for paid assemblies during each of the contract years 2004-2005, 2005-2006 and 2006-2007.

Except as set forth as follows, the Agreement between the Board and the Association for the period July 1, 2004 through June 30, 2007 shall remain the same.

BOONTON TOWNSHIP BOARD OF EDUCATION	BOONTON TOWNSHIP EDUCATION ASSOCIATION		
President	President		
Secretary	Secretary		
Dated:	Dated:		