

AGREEMENT

BETWEEN

NEW BRUNSWICK BOARD OF EDUCATION

AND

NEW BRUNSWICK EDUCATION ASSOCIATION

2012 - 2014

City of New Brunswick, New Jersey
County of Middlesex

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PREAMBLE

This Agreement entered into this 1st day of July 2012 by and between the Board of Education of New Brunswick, the City of New Brunswick, New Jersey hereinafter called the "Board," and the New Brunswick Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to the N.J.S.A. 34:13A-1, et seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment, and

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

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

Article I
RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all personnel employed or on leave by the Board, but excluding: Supervisory and Executive Personnel, Confidential Secretaries, (Superintendent, Assistant Superintendent, Assistant Superintendent for Personnel and the Board Secretary's Secretary), Business Office Manager and Cafeteria employees.
- B. 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 defined above.
- C. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer only to certificated personnel, including the position of technology teacher.
- D. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. This Agreement during its duration shall be controlling.

Article II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et seq. of the State of New Jersey in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and Association, and be adopted by the Association and the Board.

- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization or individuals other than the Association.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by signatories to the contract.
- D. Representatives of the Board and the Association shall meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement. All meetings between the parties shall be regularly scheduled whenever possible.
- E. This Agreement represents and incorporates the completed and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter that was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- F. Two thousand two hundred (2,200) copies of this Agreement shall be printed at the equal expense of the parties after the agreement with the Association on the format. The parties will make every effort to see that these copies are delivered to the NBEA within 60 days of agreement of both parties to send the final copy to the printer no later than 90 days after ratification.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter to the following addresses:

- 1. If by the Association, to Board at 268 Baldwin Street.
- 2. If by the Board, to Association at 83 Morris St. Suite 4.

Article III
GRIEVANCE PROCEDURE

- A. Definition
 - 1. A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees or the Association.
 - 2. An "aggrieved person" is the person or persons making the claim.
- B. Purpose
The purpose of this procedure is to secure equitable solutions to problems affecting employees, the terms and conditions of employment.
- C. Conditions
 - 1. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty calendar days from the date when the grievant would be reasonably expected to know of its occurrence or thirty calendar days after the grievant would be reasonably expected to know of its occurrence.

2. In the event a grievance is filed, at such time that it cannot be processed through all the steps in this grievance procedure, by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, time limits set forth herein shall be reduced so that the grievance procedure will be exhausted prior to the end of the year or as soon thereafter as is practicable.
3. Failure to process a grievance to the next step of the procedure within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Failure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

D. Procedure

1. **Level One**

An employee with a grievance shall first discuss it with the principal or immediate supervisor, either directly or with the Association's designated representative, with the objective of resolving the matter informally.

All meetings past Level One in which the aggrieved is involved may include a representative designated by the Association.

2. **Level Two**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved may file the grievance in writing with the person or persons designated by the Association. This written grievance shall be referred to the Superintendent or the Superintendent's designated representative within ten (10) school days after the initial representation or within five (5) school days after the decision is rendered.

The Superintendent or the designated representative of the Superintendent shall render a decision in ten (10) school days to the Association and to the aggrieved person. The Superintendent's decision shall be in writing.

3. **Level Three**

If the aggrieved person is not satisfied with the written disposition of the grievance at Level Two, or if no written disposition has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved may, within ten (10) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, appeal this grievance in writing to the Board of Education through the person(s) designated by the Association. The Board will, within thirty (30) calendar days, conduct a hearing or render a decision. If a hearing is held, the Board will render a decision within fifteen (15) calendar days after the hearing and notify the aggrieved person(s) and the Association in writing.

4. **Level Four**

- a. If the aggrieved person is not satisfied with the written decision of the grievance at Level Three, the aggrieved may request in writing that the Association submit the grievance to arbitration whether binding or advisory. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of the Board's written decision (from Level Three).
- b. Within ten (10) days after such written notice of submission to arbitration, the Board and the person(s) designated by the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to serve or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the Public Employment Relations Commission. The rules and procedures shall then bind the parties of the Public Employment Relations Commission in the selection of an arbitrator.
- c.
 1. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association, hold hearings promptly and issue a decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived then from the date the final statements and proofs on the issues were submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties in all matters concerning interpretation, application, or alleged violation of the agreement, including grievances arising out of minor disciplinary actions, except for that language under the articles concerning transfers, assignments and promotions, which shall be subject to advisory arbitration. The decision of the arbitrator shall be advisory on all other grievance matters.
- d.
 2. In addition, the Board's decision shall be final and binding on grievances concerning:
 - (i) Any matter for which a specific method of review is prescribed and expressly set forth by law, or any rule or regulation of the State Commissioner of Education, or
 - (ii) A complaint of a non-tenure employee which arises by reason of the employee not being reemployed, or
 - (iii) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required, or

(iv) Any matter which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone.

E. The costs for the services of the arbitrator, including per diem and expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be born equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Rights of Employees to Representation

The aggrieved may be represented at all stages of the grievance procedure by the grievant personally, by a representative of the grievant own choosing approved by the Association or by a representative selected by the Association.

G. Rights of the Association

1. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any member of the administration against any aggrieved person, any Association representative, witness or member, or any other participant in the grievance procedure by reason of such participation.

H. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. The Association may process any grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the person(s) designated by the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section D-4 of this Article.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. All meetings, hearings, and investigations under this procedure shall be accomplished without interference with the operation of the school system after school hours and shall be considered private.
6. Time limits may be extended at Level Two, Three, and Four by mutual consent of both parties. The extension may be for a specified length of time or an indefinite period.

7. It is understood that all employees, including the grievant, shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved.

Article IV
EMPLOYEE RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiation. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et seq., that it shall not discriminate against by reason of the employee membership in the Association and its affiliates in respect to hours, wages, or any terms or conditions of employment, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaints, or proceeding under this Agreement or otherwise agree with respect to any terms or conditions of employment.
- B. No employee shall be disciplined without just cause.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of the employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or sexual orientation.

Any employee who believes that he/she has been discriminated against shall file a grievance pursuant to Article III, grievance procedure, or, in the sole discretion of the employee, to the Board's Affirmative Action Officer.

- D. 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 application shall continue in full force and effect.
- E. Whenever any employee is required to appear before the Superintendent or the Board, or a Board Committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then the employee shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the employee's own choosing. This language shall in no way restrict or limit the Board or Superintendent from holding meetings or discussions with employees.
- F. Student grades shall be initially determined by the teacher upon his/her professional judgment within the grading policy of the New Brunswick Public School District. In cases where a student's grade is requested to be changed, the principal will first discuss the change of grade with the teacher. If the grade is changed, the teacher may make a

report in writing to the principal. Upon receipt of this report by the principal, the principal will countersign the report, one copy will be returned to the teacher, and one copy will be placed in the student's file.

- G. Any teacher desiring to be observed by an outside professional for the purpose of securing a position in another school district shall be granted that right.
- H. No employee shall be required to work in any building or part thereof that is unsafe or contains conditions deleterious to health.

No employee shall be obliged to work in an unattended building or in such isolated areas as to jeopardize their safety. No employee shall be required to enter or remain in any building where materials and/or conditions are hazardous to her/his health as determined by state and local health officials.

Article V
ASSOCIATION RIGHTS AND PRIVILEGES

- A.
 - 1. The Board agrees to furnish to the Association, in response to reasonable requests from time-to-time all information in the public domain.
 - 2. The official Board minutes from the previous month's meeting will be provided to the Association within one week of their approval by the Board of Education.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, the employees shall suffer no loss in pay or loss of accumulated sick leave and personal leave days.
- C. Representatives of the Association, Middlesex County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided prior notice shall be given to the Superintendent who shall approve provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall be allowed the use of buildings at reasonable hours, Saturdays and Sundays excluded. However, if such usage or usage at unusual hours requires the payment of incidental expenses, such incidental expenses shall be borne by the Association.
- E. The Board agrees to grant a paid leave of absence to the President of the Association for the purpose of performing duties for the Association and to include, but not limited to, Local Professional Development Committee responsibilities. For the first year of said leave of absence, the newly elected President shall be paid their full salary on a ten month schedule and shall continue to accrue service in New Brunswick. The Board shall provide one half of the yearly salary and full benefits including health benefits for the President of the Association. The Association will reimburse the Board for its share of the salary on February 1, and June 30. Beginning in the President's second year in office and every year thereafter that he/she maintains that office, he/she shall receive all such benefits listed above, as well as, prorated salary for the month of July. At that time the salary shall be paid on a twelve month schedule.

- F. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge.
- G. The Association shall have the right to use the school mailboxes and interschool mail.
- H. The Association shall have the right and responsibility subject to Board agreement, for conducting two workshops as provided for in the calendar during the school year. Such agreement shall not be unreasonably withheld. All personnel are required to attend.
- I. The Association representative in each building or unit shall be given the opportunity to make announcements or reports during each regularly scheduled meeting.

Article VI
SCHOOL CALENDAR

- A. Every effort will be made to consult with the Association regarding the calendar not less than two (2) months prior to the official adoption of such calendar.
- B. The calendar provides for 183 teaching days and 2 professional development days. The Board of Education reserves the right to make changes because of emergency closings and related reasons. In the event that any of the three emergency closing days are not utilized during the school year, the calendar shall be adjusted so that there are not more than 180 teaching days.
- C. The first two days of school for pupils will be early dismissal days. Teachers will work their normal hours. It is understood that an early dismissal day means the time students are dismissed on a half-day schedule.

The first day back for teachers is available for an NBEA meeting at 9:00-9:45 a.m. and the Superintendent's meeting at 9:45-10:30 a.m. Staff will return to their schools for meetings with Principals from 11:00 a.m. to 12:30 p.m. Staff has the remainder of the day for lunch and classroom preparation.

During the second day for teachers and first day for students, the p.m. portion is available to principals if needed.

During the third day for teachers and second day for students, the p.m. portion will be used to prepare workstations.

The Board and Association agree there will be 180 teaching days, and they further agree to two (2) additional working days and to two (2) professional development days for certificated staff and security officers only by June 30th in each school year.

Article VII
EMPLOYEE HOURS

- A. Certificated
 - 1. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the sign-in roster

2. All elementary school teachers shall be required to report for duty twenty (20) minutes prior to the pupil's tardy bell. Departure time shall be the same as student departure time.
3. All personnel may leave the building without requesting permission during the duty-free lunch period. If personnel must leave during the day, the regular sign-in sign-out procedure will be followed.

4. *Block Scheduling Language*

a. (1) 4 by 4 Schedule

All high school teaching staff shall have three classes during each semester. There will be no administrative duties for anyone who teaches three classes in a semester. Professionals having more than two (2) course preparations per semester, shall be compensated an additional \$800. Preparations shall be distributed as evenly as possible among the members of a department, as determined by the administration.

(2) AB Schedule

All high school teaching staff have three classes on an A day and three classes on a B day. There will be no administrative duties for anyone who teaches three classes in a day. Professionals having more than two (2) course preparations per day shall be compensated an additional \$800 for a full year course. Preparations shall be distributed as evenly as possible among the members of a department, as determined by the administration. This shall not apply to self contained classes.

Staff asked to cover classes thus losing their preparation periods for the day, shall be compensated at a rate of \$50 for each 80-minute class period.

Traveling teachers who teach at the high school shall have 1 preparation period at least sixty minutes in length, one lunch period, and travel time. The daily schedule of a traveling teacher shall not exceed the length of a normal day.

Teachers who teach an extra block for a full year shall receive an additional twenty percent (20%) of their salary or ten (10%) per semester.

Schedules shall be made available to the Association upon request.

- b. Workloads shall be equitably assigned. Every attempt shall be made to limit preparations at the High School to two (2) or less per semester per professional.

In exceptional cases, professionals having more than two (2) course preparations per semester shall be assigned an extra preparation period or no homeroom, or shall be paid an additional \$800.00 for 2012-2014.

- c. A course preparation is defined as the preparation of a quarterly topic plan (QTP) and its attendant daily plans.

Traditional High School Schedule

In the secondary schools, the daily schedule will consist of 8 periods on a regular day and 9 periods on a pupil activity day. Professional personnel will be required to fulfill 6 assigned periods, have one planning period, and one duty-free lunch period in an 8 period day. When the 9 period day is in effect, they will be required to fulfill 7 assigned periods, have one planning period, and one duty-free lunch period.

5. All teachers in the Middle School building shall be required to report for duty no later than ten (10) minutes prior to the start of the students' day. Departure time shall be the same as the pupils' departure time.

6. Middle School Block Scheduling Language

- a. (1) 4 by 4 Schedule

All middle school teaching staff shall have three classes during each semester. There will be no administrative duties for anyone who teaches three classes in a semester. Professionals having more than two (2) full block course preparations, or its equivalent, per semester, shall be compensated an additional \$800. Preparations shall be distributed as evenly as possible among the members of a department, as determined by the administration. Schedules shall be made available to the association upon request.

- (2) AB (Blue/White) Schedule

All middle school teaching staff shall have three classes on a Blue day and three classes on a White day. There will be no administrative duties for anyone who teaches three classes in a day. Professionals having more than two (2) full block course preparations or its equivalent per day shall be compensated an additional \$800 for a full year course and \$400 for a semester. Professionals having more than 3 course preparations per day shall receive the same compensation. Preparations shall be distributed as evenly as possible among the members of a department, as determined by the administration. This shall not apply to self contained classes.

- a) All professional personnel will have a duty-free lunch period of 40 minutes. Any teacher who does not have at least five (5) preparation periods per week on a regular basis shall be compensated at a rate of \$31 for each period less than five (5). Elementary teachers who are required to give up their assigned planning period shall be paid \$25 for each period lost.
 - b) All professionals shall receive five (5) preparation periods per week.
 - c) All professionals shall have five (5) common planning periods per week not to exceed 40 minutes daily.
 - d) A 23 minutes daily Advisory.
 - e) The schedule shall include two (2) minutes passing time.
- b. Staff asked to cover classes thus losing their preparation periods for the day shall be compensated at a rate of \$50 for each 80-minute class period.

7. In elementary schools all professional personnel will have a duty-free lunch period of 40 minutes.
8. The Head Nurse and Staff Development Leader shall work an eight (8) hour day with a one (1) hour duty-free lunch and follow the same calendar as teachers.
9. The Play It Smart Academic Coach shall work an eight (8) hour day, beginning 2 hours after the start of school, with a one (1) hour duty-free lunch. The Play It Smart Academic Coach shall work eleven (11) months. The 11th month is to be scheduled over and above the teacher's regularly scheduled calendar and will be determined mutually between the Coach, the Principal and the Athletic Director.
10. Teachers in the elementary schools will be provided with planning periods taking into account the schedules for physical education, library, art and music and any other special subject or situation. Any scheduled prep period in excess of five (5) per week may be available to the principal for assignment, which include CPT, grade level meetings or professional development, but not excluding other assignments. Every effort will be made to provide five (5) preparation periods per week per professional in as equitable a manner as possible. To this end, the Superintendent shall chair a meeting in early June of each year with all elementary Principals and a committee of N.B.E.A. members appointed by the Association President. The meeting participants shall share information and suggest ways to provide each elementary teacher five (5) preparation periods per week. Then, following completion of scheduling, the Superintendent will review the schedules with the N.B.E.A. Any elementary teacher who does not have at least five (5) preparation periods per week on a regular basis shall be compensated at a rate of \$31 for each period less than five (5).

Paraprofessionals employed as of June 30, 1998 shall receive an additional \$710 stipend per year for the duration of this contract.

11.
 - a. Elementary teachers who are required to give up their assigned planning period shall be paid \$25 for each period lost.
 - b. No Basic Skills/ESL class shall be canceled and its teacher used as a substitute for any other teacher's absence except in cases of emergency.
12. On early dismissal days, all elementary teachers shall receive a 40 minute duty-free lunch period during the time the pupils are in attendance.
13. Meetings will be held on Monday, unless there is no school in which case the meeting will be held on the next scheduled school day. In no event, shall meetings be scheduled on Wednesdays with the exception of Parent/Teacher Conferences. All certified personnel may be required to attend up to three meetings per month including building meeting, departmental meetings, grade level meetings (City-wide), and evening meetings. Any of these three meetings may be used for professional development or common planning. Any administrator requesting a meeting in excess of the three mentioned above must submit an agenda to the Superintendent of Schools for his approval along with an explanation as to why the meeting must be held and reasons why the subject or topics of the meeting are of such importance that a special meeting is absolutely

necessary. These additional meetings will not last more than one (1) hour and fifteen (15) minutes beyond the school day with the exception of evening PTA-PTO sessions, Back-To-School Night and parent conferences. An agenda will be provided for regularly scheduled meetings. Principals and Supervisors will be required to report in their monthly reports to the Superintendent, or his/her designee, the starting and ending times of all faculty meetings. They will also include a copy of the meeting agenda.

14. Every effort will be made to avoid combination classes. Any necessary combination classes will be arranged so that no more than 3 QTP's need be written. If, however, the prior restrictions are impossible to achieve, any teacher with a combination class requiring more than 3 QTP'S will receive an additional stipend \$769 per year for the duration of this contract.
15. An elementary Music Teacher and/or the Middle School Music Teacher may volunteer to be scheduled to teach instrumental music for one period prior to the beginning or at the end of the school day for band/orchestra.

The elementary Teacher would report to his/her school to teach this forty minute zero period at 8:00 a.m. to begin teaching at 8:10-8:50 a.m. and leave for the day at 2:35 p.m. which is 40 minutes before the regular departure time for all other elementary teachers. When the "zero period" is scheduled after the regular school day ends, the teacher would begin his/her work day at 9:20 a.m. or forty minutes after all other teachers are required to report. He/she would teach the forty minute after school instrumental class beginning at 3:20 p.m. and leave for the day at 3:55 p.m.

The Middle School Music Teacher would report to his/her school for the forty minute zero period at 7:10 a.m. and begin teaching at 7:20-7:50 a.m. and leave for the day at 1:55 p.m. which is 40 minutes before the regular departure time for all other teachers. When the "zero period" is scheduled after the regular school day ends, the teacher would begin his/her work day at 8:30 a.m. of forty minutes after all other teachers are required to report. He/she would teach the forty minute instrumental class beginning at 2:40 p.m. and leave for the day at 3:15 p.m.

B. Daily and Hourly Rates of Pay

1. For purposes of this agreement, the daily rate of pay for certificated staff (teachers, guidance, psychological, etc.), paraprofessionals, security officers, Family Liaison, Community Agent and Drop Out Prevention Officers shall be computed at 1/200th of the respective annual salary. The hourly rate of pay for certificated staff will be governed by a separate schedule in this agreement. The hourly rate of pay for security officers and Paraprofessionals will be determined by dividing the daily rate of pay by seven.
2. The daily rate of pay for custodians, twelve-month secretaries, and maintenance personnel shall be computed at 1/264th. of the respective annual salary. The hourly rate of pay for custodians and maintenance personnel will be determined by dividing the daily rate of pay by eight. The hourly rate of pay for twelve-month secretaries will be determined by dividing the daily rate of pay by seven.
3. The daily rate of pay for ten-month secretaries shall be computed at 1/220th. of their annual salary. The hourly rate of pay for ten-month secretaries will be determined by dividing the daily rate of pay by seven.

C. Non-Certificated

1. Secretary-clerks and IT Support Specialists shall work eight (8) hours with one (1) hour for lunch during the regular school year, September 1 - June 30 and seven (7) hours with one (1) hour for lunch during the summer months, July 1 - August 31.
2.
 - a. Paraprofessionals shall work the same hours as teachers, with the exception that the departure time for paraprofessionals shall be the same as student departure time on a regular school day.
 - b. The work day for full-time paraprofessionals at the Demonstration Day Care Center will be the same duration as that of teachers, however, the starting and closing time may vary in some instances to accommodate programmatic need.

It is agreed that the individuals will receive the monetary compensation as outlined in the contract for any hours beyond the number of hours outlined in Article VII. C. 2 of the present contract.

It is agreed that hourly paraprofessionals in the Demonstration Day Care Center shall be provided with a fifteen (15) minute break in both the morning and afternoon.

3. Security Officers, IT Support Specialists, Family Liaisons and Drop Out Prevention Officers shall work an eight (8) hour day with a one (1) hour duty-free lunch. All security officers employed as of June 30, 1998, shall receive an additional \$710 per year for the duration of this contract.

4. Custodians and Maintenance shall work nine (9) hours with one (1) hour for lunch on the day shift. Custodians on p.m. shift shall work an eight (8) hour day with one (1) hour for lunch.

The day shift will be 7:00 a.m. – 4:00 p.m. and the night shift will be from 3:00 p.m. – 11:00 p.m. The midday shift will be 12:00 p.m. to 8:00 p.m. In addition 6:00 a.m. to 3:00 p.m. and 8:00 a.m. to 5:00 p.m. shifts may be created. These shifts will be posted if implemented and filled by qualified volunteers before employees are assigned.

The High School Head Custodian shift will be 6:00 a.m. – 3:00 p.m.

5. Every effort will be made to provide all non-certificated personnel, a fifteen (15) minute break in the morning and in the afternoon.
6. a. All ten (10) month salaried employees will work in accordance with the ten month teacher calendar, except 10 month secretaries shall begin the year the first working day on September 1 and conclude the year with the last working day on or before June 30.
- b. Three custodians, one IT Support Specialist and one maintenance person will be excused upon request each year to attend the N.J.E.A. Convention. Seniority will be given first preference on a rotating basis.

D. Overtime

1. With the exception of certificated staff, employees who work 35 hour weeks (paraprofessionals, security officers, Family Liaisons, IT Support Specialists and Drop Out Prevention Officers and secretaries) shall be compensated at respective hourly rates for the first five hours of work in excess of thirty-five. Those hours worked in excess of forty hours will be compensated at 1 1/2 times the hourly rate of pay. However, security officers who must return in the evening to supervise evening activities will be compensated at 1 1/2 times their hourly rate. This rate for security officers for evening work, will be paid regardless of hours worked in any given day or week.
2. Employees who work forty hour weeks (security officers, custodians and maintenance personnel) will be compensated 1 1/2 times their rates of pay for those hours worked in excess of forty hours.
3. Credit for the thirty-five or forty hour week will be given an employee for any day in a given week that the employee actually works or is otherwise compensated. For example, an employee who has a paid holiday during the week or a paid sick day during the week will be given credit for that day or days toward his thirty-five or forty hour base week for purposes of computing overtime.
4. Custodian, maintenance personnel and IT Support Specialists who are requested to work on Sundays will be compensated at two times their respective hourly rate of pay.

5. Security and secretarial personnel required to work on Saturday or Sunday will be compensated at 1 1/2 times their hourly rate for a minimum of two (2) hours.
6. Building employees, maintenance employees and IT Support Specialists shall receive at least two (2) hours compensation for a call in.
7. Maintenance personnel, custodians and IT Support Specialists will be provided equal access to overtime opportunities depending on their qualification for the overtime offered. Such overtime will be offered on a rotating basis.
8. All building employees will make periodic security checks in their buildings when on duty other than normal school hours.

Article VIII
CLASS SIZE

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available and the availability of qualified teachers, the best interests of the district, and as is administratively available.
- B. Every effort will be made so that remedial compensatory classes shall not exceed fifteen students.

Article IX
NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a professional's primary responsibility is to teach and that the professional's energies should, to the extent possible, be utilized to this end.
- B. Automobile use shall be compensated at the rate stipulated by the State of New Jersey Department of the Treasury each year. The rate in effect on July 1 of each year will be the rate for such compensation through the following June 30.
- C. Employees shall not be required to perform duties not performed in the past, or to keep registers.
- D. Employees shall not be required to transport students.

Article X
EMPLOYMENT

- A. The Board agrees to hire employees in accordance with the rules and regulations of the State Board of Education and in accord with the laws of the State of New Jersey. The Board recognizes its commitment to Affirmative Action in future hiring as outlined by State and Federal regulations and will make every effort to abide by these principles.

The Board shall consult with the Association and invite to major interviews the Association President or his/her representative, as part of the process for selecting a Superintendent of Schools and Assistant Superintendents.

All employee positions covered by this Agreement shall have an adopted job description. Nothing in the job description shall conflict with the provisions of this Agreement.

- B. When hiring new personnel, the Board agrees to give credit on its duly adopted salary guide for the following kinds of previous experience as follows:
1. Contracted teaching experience (credit to be determined at the discretion of the Board at the time of employment).
 2. Military experience (full credit up to four years).
 3. Related experience (credit to be determined at time of employment).
- C.
1. At the time of initial employment all new employees shall be informed in writing of the benefits available to them.
 2. The Personnel Office, upon monthly request from the Association, will provide information relative to any new appointments.
 3. Every effort will be made to inform the Association as soon as possible of the Board's interest in the closing of a building or in the creation or elimination of a category of jobs.
- D. Persons employed temporarily shall be so informed at the time of employment. This applies especially to persons who fill the position of an employee on leave.
- E. Tenure will be granted to all employees covered by this Agreement in accordance with New Jersey Statutes Annotated Title 18A.
- F. All certificated employees shall be notified of their contract and salary status for the ensuing year in accordance with N.J.S.A. 18A:27-10. All non-certificated employees shall be notified on or before May 30th. Each notice shall indicate service increments as appropriate.
- G. If any employee shall have his/her position eliminated because of budgetary reasons, or other circumstances, the following provisions shall apply:
1. The Medical-Dental Insurance Program by Connecticut General or HMO will be offered to employees who have worked in the district for more than three consecutive years on a one year basis. All other employees will be offered this program for the months of July, August, and September. If any RIF'D employee is rehired by November 1st of the school year following the year in which the employee was RIF'D, the Board shall reimburse the employee his/her cost for said insurance.
 2. Payment for the insurance coverage listed in G.1 will be borne by each employee who subscribes to the program through the Board of Education Personnel Office. Employees must subscribe to the entire package (medical-dental-prescription).

3. Preferential treatment for hiring will be given in the Board of Education's Home Instruction and Adult Education Programs for all teachers who are released through a reduction in force.
4. Preferential treatment will be given for substitute positions, to all RIF'D teaching personnel.
5. Tenured teachers shall be recalled for vacancies pursuant to the Provisions of N.J.S.A. 18A and N.J.A.C Title 6.
6. Non-tenured teachers released through a reduction in force shall be given first consideration to any other vacancies that occur.
7. If there is any possibility of saving potential job positions through transfers within the district, this will be attempted.
8. The Board of Education will consider recommendations from the Association relative to saving staff positions.

H. The criteria for the reduction of tenured teachers shall be as outlined herein:

These steps will be on a priority basis with each subsequent step being the next criterion in selecting the person who would be retained by the district.

1. Beginning date of continuous employment (in most cases, this will be September 1st to conform with N.J.S.A. 18A provisions).
2. Total years in New Brunswick.
3. Total years of teaching experience (Public School).
4. Highest degree attained.
5. Highest number of credits beyond degree.

6. Evaluation

The basis for evaluation is the tenure evaluation form currently used in the district, assuming that said evaluation has been conducted by the same administrator. Only the point totals on the bottom two (2) sections of the evaluation will be tabulated for point preference. Those with the lowest point total will be selected. If there is less than 5% variation between the point totals of two (2) or more individuals, a panel of six (6) persons, three (3) selected by the Association, and three (3) selected by the Board, will review the balance of the evaluation. These evaluations will be reviewed on an anonymous basis.

The panel's decision will require a 2/3 secret ballot vote.

- I. 1. Every employee applying for a school year position shall have his application acknowledged.

2. All postings for summer program positions will clearly state background requirements, criteria for selection, job responsibilities/workshop expectations, times, dates, and conditions. Postings will go up as far in advance as possible.
- J.
1. The Board agrees to hire all part-time teachers on contract, with the exception of Home/Supplemental teachers and Adult School teachers who will be paid according to Schedule A (hourly rate). Adult School teachers who are hired under contract will be paid pursuant to Schedule A.

Teachers who work half time or more will receive full benefits except those paid on hourly rate.
 2. The term half-time shall be defined as working under contract at least three hours per day every day of the week or a total fifteen hours per week.
 3. The Board agrees to permit all employees who receive less than half-time contracts to receive full fringe benefits on the following basis. The person must agree to pay his or her share toward fringe benefits, in which event the Board will pay the remaining share. Any employee who is employed less than half-time and elects to receive such benefits, must pay a share in reverse proportion to the percentage of their employment, so that if a person is employed on a one-third basis: such person must pay two-thirds of the cost of fringe benefits, and the Board one-third of the cost. The election to receive such fringe benefits shall be optional and reside in the employee, but if an employee determines that he or she is not desirous of receiving fringe benefits, there will be no other benefit provided instead.
 4. Seniority for all certificated employees will be based according to Title 18A and N.J.A.C. 6.

Article XI
SALARIES

- A. The salaries for all personnel covered by this Agreement are set forth in the attached Schedules A-P which are a part of this Agreement.
1. Upon the expiration of the 2012-2014 Collective Bargaining Agreement there will not be any advancement on the salary guide.

- B.
 - 1. Employees shall be paid in equal semi-monthly payments for the term of their contracts. Payday shall be on the 15th and last working day of the month. If schools are closed on the 15th, payday shall be on the last work day preceding the 15th.
 - 2. When a payday falls on or during a school holiday, vacation or weekend, personnel shall receive their checks on the last previous working day.
 - 3. All employees employed on a ten (10) month basis shall receive their final checks and the pay schedule for the following year on the last working day in June. Twelve month employees will receive their checks on the regular pay schedule.

- C.
 - 1. Employees hired in the New Brunswick School District beginning July 1, 1995 will be given longevity credit for work performed only in the New Brunswick School District. Employees hired prior to July 1, 1995 will maintain their same longevity credit. Also effective July 1, 1995 service increments will be granted to all employees the month following the anniversary date of hire. The Personnel Office will notify payroll and the employee thirty (30) days prior to the employee's anniversary date.
 - 2. Service increments shall be based upon the provisions as set forth in Schedule P.
 - 3. Verification shall be in the form of a report completed by the secretary of each school district in which the employee formerly served and, in the case of military service, a photo static copy of the employee's discharge record.
 - 4. The records described in three (3) above shall be available for inspection by the President of the Association when a request is made to the Superintendent of Schools, and permission is granted by the respective employee.
 - 5.
 - a. An increment on the salary guide shall be granted if the teacher works 90 teaching days out of the total 180 teaching days. Other employees shall be granted an increment if they have worked 50% of their contracted year.
 - b. Twelve month employees employed prior to February 1st shall move to the next step of the salary guide the following July 1st.
 - 6.
 - a. An employee shall notify the Personnel Office when his/her educational statuses on a salary guide changes. The notification shall include official documentation such as transcript or degree from the employee's college or university. All necessary documentation will be submitted by November 1st for individuals requesting a status change for the first academic semester, and by April 1st for the second academic semester.
 - b. The Personnel Office will forward the documentation of the status change to the Board for action at its next public meeting.

- D. Employees shall be paid according to their respective salary schedules.
- E. Head teachers in elementary schools shall receive an additional salary of \$500 per year for the duration of this contract.
- F. It shall be the objective of the parties to provide a career program appropriate for secretaries that will enable them to enhance their performance and increase their earnings. This contract provision shall remain open so that parties can meet as needed to draft a plan to achieve this objective as soon as possible.
- G. It shall be the objective of the parties to reduce the balloon step and change inner guide steps to more competitive levels where considerable differences currently exist in any of the salary schedules.
- H. The practice of paying a \$200 annual stipend to special education teachers shall be discontinued effective the 1992-93 school year. (Anyone currently receiving this payment will be grandfathered.)
- I. When inclement weather forces the district to close on a regular school day, building and maintenance staff are expected to report to work. When snow removal is completed and/or the building is ready to open the next school day, building and maintenance employees shall be dismissed by the Board Secretary or his/her designee. If school is dismissed during a day because of inclement weather, custodial and maintenance personnel will be dismissed by the Board Secretary.
- J. If "serious" inclement weather or other emergency should strike during a holiday or weekend, Building and/or Maintenance employees are expected to work to prepare the building or grounds for opening the next regular school day. Building and/or Maintenance employees reporting to work under such circumstances will be reimbursed at the appropriate overtime rate of pay. Automobile use shall be compensated at the rate stipulated by the State of New Jersey Department of the Treasury each year. The rate in effect on July 1 of each year will be the rate for such compensation through the following June 30.
- K. The Board agrees to compensate any building employee assistant who must assume the responsibility of a Head Custodian, forty dollars (\$40) per day above their existing rate of pay.
- L. Secretaries who have been previously employed by the New Brunswick Public School System shall upon their return be placed on the step salary level which they attained prior to their resignation. However, nothing herein shall be mandated to rehire any secretary who has resigned from the district's employ.

Article XII
ASSIGNMENTS

- A. If a change is made, employees shall be given written notice of their building and/or subject assignments, and room assignments for the forthcoming year. Every effort shall be made to provide this information before the summer recess.

- B. Every effort should be made at signing of contract to assign each employee to the specific position agreed upon. However, the Board has the right to reassign as the need presents itself.
- C. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed, the Association shall be notified promptly in writing and, upon the request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent or the Superintendent's representative and the employee affected, and, at the employee's option, a representative of his/her choice, and a representative of the Association.
- D. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Personnel Office no later than April 1. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- E. As soon as practicable but no later than the last day of the school year, the Superintendent shall notify the applicants and send notice of all employees who have been reassigned or transferred to the Association.
- F. In the case of an involuntary transfer or reassignment, the administration shall meet with the involved employee and shall inform him/her of the transfer or reassignment and of available positions to which he/she may be transferred or reassigned and shall give consideration to his/her choice among them.
- G. Security Officers will be assigned security duty on school buses. One day's notice shall be given for such duty except in emergency. When Security Officers are assigned to ride school buses for the health, safety, and welfare of the students or drivers, the Security Officer will report to the transportation company's terminal five minutes prior to the departure time of the buses. Compensation relative to the bus security assignments will be according to Article VII of this Agreement. When a Security Officer is required to ride school buses, arrangements will be made for those individuals who are unable to provide their own transportation to the bus terminal. This expense shall be the Board's responsibility.

Article XIII
PROCEDURE FOR TRANSFERS

- A. Employees may notify the Superintendent at any time of their desire to be transferred or reassigned. As a courtesy, the employee shall also submit a copy to his or her immediate supervisor.

In those cases where vacancies can be filled by means of voluntary transfer or reassignment, requests of qualified employees for voluntary transfer or reassignment to such vacancies will be duly considered.

- B. The Superintendent will inform the appropriate principal or supervisor of the employee's request for transfer, and the principal or supervisor may interview the employee relative to the reassignment. All applications will be reviewed and each applicant will be notified of the final decision.

- C. All candidates who are interviewed will be notified, within a reasonable time in writing, whether their requests for transfer have been granted. The decision of the Superintendent concerning this matter will be final.
- D. All announcements of vacancies will be sent to the NBEA President and the NBEA representative in each school for posting.
 - 1. During the summer months, vacancies shall be posted in the Central Office, on the Board of Education website and sent to the NBEA President.
 - 2. Five (5) days after each monthly Board meeting the Superintendent shall notify the Association of all employees who have been reassigned or transferred by position.

Article XIV
PROMOTIONS

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisor levels.
 - 1. The Superintendent will, at least two weeks prior to the closing application deadline, forward notices of vacancies to the President of the Association and to all Association Representatives who will post same.
 - 2. All notices of vacancies will include qualifications for the position, its duties, and rate of compensation.
- B. All employees of the Board of Education are entitled to apply for advancement, if qualified, to positions of increased remuneration and/or responsibility, within the school system.
- C. Vacancies which occur, or positions to be filled during the summer months, shall be posted in Central Office and a copy sent to the NBEA office. Any employee interested in receiving notice of vacancies during the summer will leave a self-addressed envelope with the Personnel Office before departing on summer vacation.
- D. Each applicant not selected shall receive written notification from the Superintendent or his/her designee.
- E. Ten (10) days after the selection has been made, a copy of the successful applicant's name will be sent to the NBEA office.

Article XV
OBSERVATION/EVALUATION

- A. Certificated Employees
 - 1. a. The primary purpose of the observation/evaluation of certificated employees is to improve the instructional program of the school system. Evaluation sessions with the individual employee should point out the strengths and weaknesses of the employee and give specific suggestions in the areas in which the certificated employee can improve.

- b. Responsibility for observation/evaluation is assigned to the Superintendent of Schools, the building principal and the supervisor or department head.
 - c. Observations/evaluation of teachers shall be made individually or as a team by the principal, supervisor or department head. A Pre-Evaluation Conference shall be held at least three (3) days prior to the evaluation-observation for non-tenured certificated staff. A conference after each observation shall be held as soon as possible but in no case later than nine (9) calendar days for all non-tenured teachers. A conference after each observation shall be held as soon as possible but in no case later than twelve (12) calendar days for all tenured teachers. The final written observation shall be given to the teacher after the conference is held no later than seven (7) calendar days after the conference.
 - d. All monitoring or observation of the work performance of a certificated employee shall be conducted openly and with full knowledge of the certificated employee.
- 2.
- a. A minimum of three formal evaluation-observations shall be conducted each year for non-tenured certificated employees, the first of which must be conducted no later than December 1st of the school year, or thirty (30) days after the date of hire if hired after the September opening of school. The second must be conducted no later than January 31st. and the third no later than March 15th. Every effort will be made to schedule each of the three formal evaluation-observations at the mutual convenience of the employee and the evaluator with the major consideration being to assist the certificated employee in producing his/her best performance. A minimum of five (5) days notice will be given to the certificated employee prior to each of the scheduled formal evaluation-observations. Each of these three evaluation-observations shall last a minimum of one complete subject lesson, unless otherwise permitted by law.
 - b. At each of the formal evaluation-observation conferences the substance of the observation or evaluation report shall be discussed, utilizing reflective responses by the staff member evaluated to conferencing questionnaires. Each of the participants in the conference shall sign the final report once it has been completed indicating that he/she has read the contents of the report. Each of the participants in the observation or evaluation may retain a copy of the report for his or her personal file. The employee may prepare a statement to be attached to the observation and/or evaluation report.
 - c. Where there is disagreement of the teacher's evaluation-observation, it shall be referred to the Superintendent's Office for further review and/or resolution.
 - d. A copy of formal evaluation-observation reports shall go into the teacher's permanent record.
- 3.
- a. All tenured teachers shall be evaluated at least once each school year. The evaluation-observation shall take place between October 1 - April

30th, and shall be scheduled at the mutual convenience of the certificated employee and the evaluator. The evaluation-observation shall last a minimum of one complete subject lesson, unless otherwise permitted by law, and will be followed by a formal evaluation conference within twelve (12) calendar days. The final written observation shall be given to the teacher after the conference is held no later than 7 calendar days after the conference.

- b. At each of the formal evaluation-observation conferences the substance of the observation or evaluation report shall be discussed, utilizing reflective responses by the staff member evaluated to conferencing questionnaires. Each of the participants in the conference shall sign the final report once it has been completed indicating that he/she has read the contents of the report. Each of the participants in the observation or evaluation may retain a copy of the report for his or her personal file. The employee may prepare a statement to be attached to the observation and/or evaluation report.
 - c. If the tenured teacher and the evaluator agree on the contents of the evaluation-observation report, then the certificated employee's evaluation for the year is concluded. If the employee disagrees with the report, the certificated employee may request, in writing, an additional evaluation-observation which shall be scheduled within thirty (30) days. The Superintendent may assign a different evaluator for the second evaluation, if requested by the certificated employee. The procedure for this evaluation-observation shall be the same as the initial evaluation.
 - d. The tenured teacher may prepare a statement to be attached to the evaluation-observation report(s).
 - e. A copy of the formal evaluation-observation report(s) shall go into the tenured teacher's permanent record.
 - f. Job description and criteria for the observation/evaluation of tenured certificated employees will be developed by the Superintendent in consultation with the Association. The Superintendent shall select an appropriate procedure for said consultation which shall include a minimum of five tenured certificated employees selected by the Association.
- 4.
- a. A teacher shall have the right, upon request, to review the contents of his/her personnel file.
 - b. No material derogatory to teacher's conduct, service, character or personality-except where it is confidential, such as medical, legal or reference information-shall be placed in any personnel file unless the teacher has had an opportunity to review the material. The certificated employee shall have the right to submit a written answer to such material.

c. The Board agrees to protect the confidentiality of personal reference, academic credentials and other similar documents. It shall not establish any separate personnel file.

5. Final observation/evaluation of a teacher upon termination of employment shall be concluded prior to severance.

6. The Association President shall be informed of those charges and circumstances concerning an employee against whom action is contemplated or has been taken.

B. Non-Certified Staff

1. Non-certified staff with under three (3) years experience shall be evaluated at least two (2) times each year. Non-certified staff with three (3) or more years experience shall be evaluated at least one (1) time each year.

2. If two evaluations are needed, the first shall be no later than December 31, and the second not later than May 15.

3. If only one evaluation is needed, it shall be made by May 15.

4. Non-certified staff shall receive a copy of each written evaluation.

5. Non-certified staff shall be provided two (2) school days to review the evaluation with the right of rebuttal, which may be oral or written. If written, it shall be attached to the evaluation.

6. No material derogatory to non-certified staff members conduct, service, character or personality – except where it is confidential, such as medical, legal or reference information shall be placed in any personnel file unless the employee has had an opportunity to review the material.

7. Non-certified staff shall have the right, upon request, to review the contents of their personnel files.

8. The appropriate evaluation instrument, developed with input from the Association, will be used.

9. Employees will have the opportunity to review and respond to all materials placed in their personnel files.

10. Employees shall have the right, upon request, to review their personnel files.

C. The Administration and the Association will jointly review the evaluation instrument as needed.

Article XVI
EMPLOYMENT FACILITIES

- A. To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will provide facilities for employees such as the following:
1. Storage space for materials and supplies, desk, chair, and filing cabinet, as appropriate to the position, chalkboards, bulletin boards, books, teaching manuals, paper, pencils, pens, chalk erasers, and easy access to audio-visual materials and equipment, closet space, a preparation area, storage for personal articles, rest rooms, lounge, and vending machines.
 2. It is the intent of the Board to keep buildings clean and in good repair.
 3. Employees will be given keys to their rooms and work areas as determined by the Principal or Superintendent.

Article XVII
EMPLOYEE ADMINISTRATION LIAISON

- A.
1. The Association shall form a Liaison Committee for each school building.
 2. The School Building Liaison Committee shall meet at regular intervals throughout the school year and as the need arises with the building principal.
 3. The School Building Liaison Committee shall review local school problems and practices, make known the views of the employees to the principal, and play an active role with the principal in the revision or development of building policies.
- B. The Superintendent shall be available to meet monthly with the Association representative(s) to review and discuss current school problems and practices and the administration of this Agreement.

Article XVIII
SICK LEAVE

- A.
1. All twelve (12) month employees who start July 1 are entitled to eleven (11) sick days per school year and all ten (10) month employees who start at the beginning of the school year in September are entitled to ten (10) sick leave days per school year whether or not they report for duty on those days.
 2. Employees who start after July 1 (twelve (12) month employees) or the first day of school in September (ten (10) month employees) shall be entitled to one sick leave day for each month or fraction thereof they worked but not to exceed eleven (11) days or ten (10) days respectively for the school year.
 3. Employees who resign or who are granted a leave of absence without pay, with the exception of leaves granted without pay for illnesses, will be credited only with one (1) sick leave day per month for every month or fraction thereof worked.

4. Unused sick leave days shall be accumulated from year-to-year with no maximum limit.
 5. The estate of any ten (10) month employee who dies during the school year (September 1 to June 30) will be paid all accumulated sick leave days and personal days, including the current year entitlement. This provision does not apply to employees hired after May 21, 2010 who are only eligible for payment at the time of retirement from a State or locally administered retirement system per NJSA 18A:30-3.5.
 6. The estate of any ten (10) month employee who dies in July or August will be credited only with accumulated sick leave days on record the previous June 30th. This provision does not apply to employees hired after May 21, 2010 who are only eligible for payment at the time of retirement from a State or locally administered retirement system per NJSA 18A:30-3.5.
 7. The estate of any twelve (12) month employee who dies during the twelve (12) month school year (July 1 to June 30) will be paid all accumulated sick leave days and personal days, including the current year entitlement. This provision does not apply to employees hired after May 21, 2010 who are only eligible for payment at the time of retirement from a State or locally administered retirement system per NJSA 18A:30-3.5.
 8. Employees retiring during the school year after the first semester for ten (10) month employees and after six (6) months for twelve (12) month employees who are eligible to receive a pension under TPAF or PERS within two (2) years of termination of employment will be paid all accumulated sick leave days including days as indicated.
- B. Certified employees shall be paid the difference between their pay and that of the substitute when accumulated sick leave has been used up, upon approval of the Board. Non-certificated employees shall be paid the difference between their pay and that of the substitute when accumulated sick leave has been used up, upon approval of the Board. When a substitute is not hired, the non-certificated employee may be entitled to twenty (20) percent of their contracted daily rate of pay for each day approved by the Board. The decision of the Board shall be based upon the criteria established by the Board in its policy concerning this matter and each case will be judged on its individual merits.
- C. Employees shall be given a written accounting of accumulated sick leave days as soon as possible in September of each school year.
- D.
1. The Board of Education agrees to retirement leave pay for employees at the rate of \$80.00 per accumulated sick day for those that retire in the TPAF and \$55.00 per accumulated sick day for those that retire in the PERS. To be considered for this benefit, the employee must be eligible to receive retirement pay under TPAF or PERS within two (2) years of termination of employment. Employees represented by this Agreement shall not receive more than \$20,000 under this provision. Employees hired after May 21, 2010 shall not receive more than Fifteen Thousand (\$15,000.00) Dollars for unused and accumulated sick leave at retirement per NJSA 18A:30-3.5.
 2. All retiring employees who receive \$1500 or more in retirement leave pay must

participate in the Employer Contribution Plan. The employee must be enrolled in 403B Tax Annuity Fund prior to retirement date. The single payment to the Annuity Fund, by the New Brunswick Board of Education, shall be made within two (2) months of retirement. The district cannot make a payment to an employer contribution plan after the employee passes away.

3. All retiring employees who receive less than \$1,500 in retirement cannot participate in the Employer Contribution Plan (403B). The single monetary payment to the employee, by the New Brunswick Board of Education, shall be made within two (2) months of retirement.

This provision shall be in accordance with all Federal regulations as they currently exist or may be changed in the future.

4. An employee who passes away during the course of his/her employment with the Board of Education shall have his/her accumulated sick leave, including personal days and vacation days benefit, paid to his/her estate (See A.4-7). This provision does not apply to employees hired after May 21, 2010 who are only eligible for payment at the time of retirement from a State or locally administered retirement system per NJSA 18A:30-3.5.

5. Employees who are RIF'D after twenty (20) years service in the district are entitled to the above benefits. This provision does not apply to employees hired after May 21, 2010 who are only eligible for payment at the time of retirement from a State or locally administered retirement system per NJSA 18A:30-3.5.

- E. Employees are encouraged to notify the Board Secretary eighteen (18) months prior to their date of retirement. This information will be held in strictest confidence.
- F. When the Board requires an employee to take X-rays, the Board shall pay for said X-rays.

Article XIX **TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 1. Three (3) days leave of absence for personal business, serious family illness, serious household or family matters which require absence during school hours. Notification to the employee's immediate supervisor for personal leave shall be made five (5) days before the taking of such leave, except in cases of emergencies. The employee shall not be required to state the reason for taking such leave other than that it is being taken under this section. The Board reserves the right to request reasons, in writing, for taking emergency days. Consecutive personal days or personal days prior to or after a holiday, will not be granted except at the discretion of the Superintendent of Schools. Employees requesting such days will be required to state reasons.
 2. Two (2) days for professional staff and one (1) for non-professionals with the approval of the Superintendent for the purpose of visiting and observing work related methods in other school districts, or to attend meetings or conferences of

an educational or work related nature in addition to those listed in Section A, Paragraph 3.

3. Two (2) days for six representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system. In any other legal proceeding where the employee is required by subpoena to attend, not to exceed one (1) day per school year.
 5. Time required for jury duty.
 6. Five (5) days at any one time in the event of death of an employee's spouse, ex-spouse where minor children are involved, civil union, child, parent/legal guardian, brother, sister and/or any other relative living in the household.
 7. Three (3) days at any one time in the event of death of an employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or friend domiciled in the home.
 8. One (1) day per year in the event of death of a friend. One (1) day in the event of death of a relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the New Brunswick school district, an immediate supervisor shall arrange sufficient time off so as many employees as possible can attend the funeral.
 9. Time necessary for persons called into temporary duty of any Reserve or National Guard shall be paid the difference between their pay and their military pay not to exceed two weeks a year.
 10. Time granted by the Board for other reasons.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- C. Unused personal days will be added to the employee's accumulated sick leave.

D. *Vacations: Building and Maintenance Employees*

Building and maintenance employees' vacations shall be granted according to the following schedules:

- a. Less than one year one day per two (2) months employment
- b. One - five years two weeks
- c. Six - ten years three weeks
- d. Eleven years and up four weeks
- e. After twenty years four weeks and two days
- f. After twenty-five years four weeks and four days
- g. After thirty years five weeks

Items e., f., and g., do not apply to employees hired after July 1, 1995.

All vacation time requested shall be subject to review and approval by the Building Principal and the Supervisor of Buildings and Grounds, which approval shall not be arbitrarily denied. The decision to approve or not approve the request shall balance the needs of the district with the interests of the employee.

Employees shall take their vacations during the school year. If job responsibilities interfere, unused vacation days may be carried over so that no vacation days are lost. Notification of carryover of vacation days recorded and copy to employee by June 30.

E. *Vacations: Twelve Month Secretaries and Clerks*

- 1. After completing one full year of employment: 2 weeks
- 2. After completing two full years of employment: 4 weeks
- 3. Twelve (12) month personnel, if not employed a full year at vacation time, will be entitled to one (1) working day per month of employment, not to exceed nine (9) working days.
- 4. Twelve (12) month personnel if employed over a full year at vacation time will be entitled to two (2) full weeks plus one (1) additional working day per two months beyond their first anniversary date, but not to exceed a total of five (5) additional working days, or three (3) full weeks' vacation.
- 5. Twelve (12) month secretaries who have worked two (2) or more years will not lose their four (4) weeks of vacation time if transferred back to ten (10) month and then transferred back to a twelve (12) month position.
- 6. A ten (10) month secretary with three (3) years experience in the district will be entitled to two (2) weeks' vacation when transferred over to a twelve (12) month position.
- 7. Vacations will normally be taken during the summer months. Vacations will not be taken at any other time during the school year without the permission of the Superintendent of Schools. If job responsibilities interfere, unused vacation days may be carried over so that no vacation days are lost.

F. *Vacations: IT Support Specialists*

1. After completing one full year of employment: 2 weeks
2. After completing two full years of employment: 4 weeks
3. Twelve (12) month personnel, if not employed a full year at vacation time, will be entitled to one (1) working day per month of employment, not to exceed nine (9) working days.
4. Twelve (12) month personnel if employed over a full year at vacation time will be entitled to two (2) full weeks plus one (1) additional working day per two months beyond their first anniversary date, but not to exceed a total of five (5) additional working days, or three (3) full weeks' vacation.
5. IT Support Specialist staff hired before July 1, 2005 will maintain 4 weeks' vacation, regardless of years of employment. If job responsibilities interfere, unused vacation days may be carried over.
6. All vacation time requested shall be subject to the review and approval of the Supervisor of Technology, which approval will not be arbitrarily denied. The decision to approve or not approve the request shall balance the needs of the district with the interest of the employee.

G. Holiday Schedule (Building and Maintenance and IT Support Specialists)

Independence Day	Christmas Day
Labor Day	Day before New Year's
Columbus Day	New Year's Day
Veterans Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day

Article XX

EXTENDED LEAVES OF ABSENCE

- A.
1. The Board agrees that up to three (3) employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
 2. Upon request, one of the leaves may be extended two (2) years for a total of four (4) years.

- B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, Vista, Teacher Corps, or serves as an exchange teacher or teaches in a foreign country, or territory of the US and is a full time participant in either of such programs or accepts a Fulbright Scholarship, or any other grant or scholarship. Upon expiration of the leave, the employee agrees to return to the district and serve in the district for a period of time equal to the duration of the leave.
- C.
 - 1. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistments.
 - 2. The spouse or civil union of any employee who is on overseas military assignment shall be granted two (2) years military leave upon request without pay.
- D. An employee shall, upon request, receive a leave without pay of up to two (2) years for the purpose of child-rearing.
- E. A leave of absence without pay of up to two (2) years shall be granted to an employee for the purpose of caring for a sick member of the employee's immediate family or civil union.
- F. Any employee who shall have completed seven (7) years of employment for the New Brunswick Public Schools, shall, upon request, receive an unpaid leave of absence for a period of one (1) academic year, but not for the purpose of accepting other employment.

G. Maternity

This Article shall conform with the Order of the New Jersey Division of Civil Rights effective March 23, 1973, and should be added to Article XXII of the Agreement. The terms of the order are as follows:

- 1. The Board shall not discriminate against any person in violation of the Law against Discrimination.
- 2. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from her duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy but shall consider and treat each employee on an individual basis.
- 3. The Board may remove any pregnant employee from her duties on any one of the following bases:
 - a. *Performance* - Her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. *Physical Incapacity* - Her physical condition or capacity is such that her health would be impaired if she were to continue employment, and which physical incapacity shall be deemed to exist only if:
 - (i) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

- (ii) The Board of Education's physician and the employee's physician agree that she cannot continue working, or
 - (iii) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Local County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expenses of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
 - c. *Just Cause* - any other "just cause" as defined in N.J.S.A. Title 18A.
4. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board, except as otherwise provided herein.
- a. Upon reasonable notice, any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any employee to produce a certificate from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 3b (iii) of this order. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated. Following the grant of such leave to any employee, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time, except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contraindicated. The Board may require any employee to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 3b (iii) of this order.

- b. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leaves would be entitled.
- c. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided in this order. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any employee after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict or medical opinion shall be resolved in the same manner as is set out in paragraph 3b (iii) of this order.

Nothing contained in this order shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this order or to offer a new contract for a new school year to any non-tenured employees who would not have been offered such a contract in the absence of this order.

Said leave shall terminate from one (1) to twelve (12) months after the birth of the child and may be extended for a second year upon request of the employee if such request is made by March 1st of the preceding school year.

Any employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of the child.

- 5. Paternity (personal) leave without pay shall be granted to male employees paralleling maternity leaves granted to female employees as in G.1.4 above.
 - a. The employee may take a personal leave, without pay, to care for his/her pregnant spouse as in G.1.4, G.1.4a, G.1.4b, G.1.4c.
 - b. The employee may extend his/her personal leave as in paragraph G.1.4c third subsection.
 - c. The above provisions shall be in addition to section D. of this article.
 - d. Personal leave without pay shall be granted to civil unions paralleling maternity leave granted to female employees as in G.1.4 above.

H. Other leaves of absence without pay may be granted by the Board.

I. Upon return from leave granted pursuant to Section A1, B or C1 of this Article, an employee shall be considered as if he/she were actively employed by the Board during leave and shall be placed upon the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. An

employee shall not receive increment credit for time spent on leave granted pursuant to Section A2, C2, D, E, F, G, and H of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

- J. All benefits to which employees were entitled at the time their leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the employee upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

Article XXI
SABBATICAL LEAVE POLICY

Sabbatical leave is designed to maintain and improve educational services. It is an opportunity made available to teachers to improve themselves so that they may better serve the students of the New Brunswick school system.

Sabbatical Leave Review Council

- A. Sabbatical Leave Review Council shall be appointed by the Board of Education and shall consist of the following persons who will serve for two year terms from the date of appointment.
 - 1. Two members selected from a list submitted by the New Brunswick Education Association.
 - 2. The Superintendent of New Brunswick schools or another administrator recommended by him.
 - 3. A member of the Board of Education.
- B. The Council shall have the following duties:
 - 1. To organize such procedures as may be required to implement this policy.
 - 2. To devise the application form.
 - 3. To invite applications.
 - 4. To review applications.
 - 5. To interview applicants when necessary.
 - 6. To recommend deserving applicants to the Board of Education and to state the reasons.
 - 7. To communicate with unsuccessful candidates the evaluation of their proposals when requested.
 - 8. To receive the report of the completed Sabbatical Leave.
 - a. To transmit copies to the Board of Education.

- b. To acquaint the staff with the report, if desirable.

Eligibility

The applicant must be a certificated employee who has completed seven (7) years of professional services in the New Brunswick School System.

Purposes

- A. Study at the graduate level.
- B. Planned research.
- C. An organized plan of travel and study, individual or group.
- D. An internship with an agency or institution.
- E. Other purposes directly connected to the service being performed.

Application

- A. All applicants must submit a proposal of the program they intend to pursue with a statement of the anticipated benefits to themselves and to the school system.
- B. The application must be submitted by December 1st. of the year preceding the proposed leave.
- C. The application shall clearly demonstrate a program of consequence that is achievable within the limits of the leave.
- D. Persons who apply for a sabbatical leave shall submit with the application a \$100 application fee. Those not receiving leave shall have the fee returned. Persons who receive the leave will have the fee returned upon presentation of their report to the Sabbatical Review Council.

Responsibility

- 1. New Brunswick Board of Education
 - a. During the year in which successful applicants are on one-half year sabbatical leave, the Board will pay them one half of their one half year's contracted salary.
 - b. All fringe benefits shall accrue to the successful applicants as if they were daily employed within the system.
 - c. Payroll deductions shall be made as if the successful applicants were daily employed within the system.
 - d. Upon return from leave, successful applicants shall be considered as if they were continuously present, and shall be placed upon the salary guide at the level they would have achieved if they had not been absent.

- e. Time spent on sabbatical leave shall count towards service increments.
- f. Definition: "Full, current contracted salary" means level and step on the salary guide concurrent with the year of the sabbatical leave. This definition excludes all income classified as extra pay for extra service.

2. The Successful Applicant

- a. The successful applicant shall agree to return to work within the system for two (2) years following the termination of the Sabbatical Leave or shall repay the amount paid the professional by the Board during the leave.
- b. The successful applicant shall issue a report of his/her program to the Sabbatical Leave Review Council no later than three (3) months following the termination of the leave.
- c. Any person who does not complete the program described in his/her Sabbatical Leave application will appear before the Sabbatical Leave Review Council. If adequate information or reasons are not supplied to the satisfaction of the Council, he/she will be required to reimburse the Board the amount paid the professional by the Board during the leave.

Numbers and Terms of Awards

- 1. Unanimous agreement of the Council will determine the number of awards, but the number will not exceed two during each school year.
- 2. No two awards will be granted to persons in the same building, except in special circumstances such as the high school where no two awards will be granted to persons in the same department.

Notice of Award

The Sabbatical Leave Review Council will meet no later than January 31st and notice to all applicants will be made no later than March 1st.

Article XXII
PROFESSIONAL DEVELOPMENT, TUITION REIMBURSEMENT AND
EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of professional performance and attitudes. The Board and the Association support the principle of continuing training and improvement of instruction.
- B. The Board agrees to implement the following:
1. The sum of \$210,000 will be budgeted for Professional Development for the next three (3) years, \$70,000 for each year. Persons eligible for this benefit must be employed by the Board of Education for at least two years. The yearly sum will be divided in equal amounts for 4 semesters paralleling the district fiscal year. Applicants may receive payment for up to (3) credits per semester. If an applicant has already received payment in an earlier semester in one fiscal year, he/she will not then be considered in a later semester until those who have never received a payment are paid first. A letter of intent must be sent to the Personnel Office within the following timelines to reserve a place on the waiting list and must state when the last day of the course will be:

Summer Semester – May – June 1
Fall Semester – August 1 – September 1
Spring Semester – December 1 – January 1
Summer Semester 2 April 1-May 1

The Personnel Office will assign individuals an exact number and send a letter of confirmation to each person. A paid-in-full term bill and the grade must be submitted to the Personnel Office within 30 days of the completion of the course.

The following is the semester timelines and dollar amounts:

\$6,000 Summer Session 1- Course must begin after 6/30 and end before 8/31
\$30,000 Fall Semester - Course must begin after 8/31 and end before 12/31
\$30,000 Spring Semester – Course must begin after 12/31 and end before May 31st.
\$4,000 Summer Semester 2 - Course must begin after April 30 and end before July 1st

Reimbursement will be made at the following times:

Summer Semester 1 - In September
Fall Semester - In January
Spring Semester - In June
Summer Semester 2 - In July/August

The list shall be posted in the New Brunswick Public Schools Website.

If at the end of the budgeted year there is a balance of funds remaining, the amount will be divided equally among those who took more than nine credits. Payment shall be based on fee per charge by state colleges and universities.

2. The Board will submit information indicating disbursements under this Article to the Association by August 1st.
 3. To qualify under Section B-1 of this Article, a teacher must notify the Personnel Office no later than June 1st. of the courses taken and the total number of credits expected to be earned during the current school year with a paid-in-full term bill.
 4. A school year will run from July 1st. through June 30th.
 5. Reimbursement will be made to the individual teacher as soon as possible after proof of successful completion of courses taken has been submitted to the Personnel Office.
- C. The Board agrees to develop an in-service training program for salary credit.
1. Employees who successfully complete college in-service training for salary credit shall be granted salary credit.
 2. Proposals will be submitted by the Association or individual members to the Board through the Superintendent for approval for in-service salary credit. The Board must act on the proposal within thirty (30) days after submission to the Superintendent.
- D. To enable employees to upgrade and update their performance, the Board agrees to reimburse non-certificated employees for successful completion of courses taken according to the following agreement:
1. The sum of \$24,000 will be budgeted for Professional Development for the next 3 years, \$8,000 for each year. Persons eligible for this benefit must be employed by the Board of Education for at least two (2) years. The yearly sum will be divided in equal amounts for 4 semesters paralleling the district fiscal year. Applicants may receive payment for up to (3) credits per semester. If an applicant has already received payment in an earlier semester in one fiscal year, he/she will not then be considered in a later semester until those who have never received a payment are paid first. A letter of intent must be sent to the Personnel Office within the following timelines to reserve a place on the waiting list and must state when the last day of the course will be:

Summer Semester – May 1 – June 1
Fall Semester – August 1 – September 1
Spring Semester – December 1 – January 1
Summer Semester 2 - April 1 - May 1

The Personnel Office will assign individuals an exact number and send a letter of confirmation to each person. A paid-in-full term bill and the grade must be submitted to the Personnel Office within 30 days of the completion of the course.

Those who have submitted the proper paperwork may not exceed three (3) credits per semester.

The following is the semester timelines and dollar amounts:

\$1,500 Summer Session 1 - Course must begin after 6/30 and end before 8/31

\$2,500 Fall semester - Course must begin after 8/31 and end before 12/31

\$2,500 Spring Semester – Course must begin after 12/31 and end before May 31st.

\$1,500 Summer Semester 2 - Course must begin after April 30 and end before July 1st

Reimbursement will be made at the following times:

Summer Semester 1 - In September

Fall Semester - In January

Spring Semester - In June

Summer Semester 2 - In July/August

The list shall be posted in the New Brunswick Public Schools Website.

If at the end of the budgeted year there is a balance of funds remaining, the amount will be divided equally among those who took more than nine credits. Payment shall be based on fee per charge by state colleges and universities.

2. All courses taken for educational improvement shall first be approved by the Assistant Superintendent for Personnel.
 3. Reimbursement will be made to the non-certificated employee as soon as possible after proof of successful completion of courses taken has been submitted to the Personnel Office. Courses may be taken under the auspices of union training, technical schools, or institutes and similar organizations.
- E. The Board agrees to pay the full cost of registration fees and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions or other such sessions which a certificated employee attends as a part of his/her continuing education plan and/or is required and/or requested to attend by the administration. Such expenses shall include, but are not limited to, registration fees, transportation, materials and lodging. Reimbursement under this paragraph is subject to the availability of funds in each building's professional development account.
- F. All programs conducted by the district outside the certificated employee's workday, work year, or during the summer shall be voluntary and compensated at the hourly rate set forth in Schedule A.
- G. Any teacher employed by the Board of Education as a consultant for an in-district in-service program will be paid \$110 per hour for each hour of the presentation. Any additional presentations are limited to one (1) hour of payment.
- H. The district will provide each certificated employee with an accounting of his/her accumulated professional development hours in October of each school year. Any discrepancies between the district's and certificated employees records should be noted to

the Personnel Office within thirty (30) days of receipt of the Board records by the teacher.

Article XXIII
SUBSTITUTES

- A. The Board of Education agrees that whenever possible (in accordance with availability of personnel and availability of funds) it will hire only certificated personnel for emergency reasons.
- B. The Board of Education will continue to maintain a list of all available substitutes who meet the County Superintendent's standards for certification.
- C. The Board will always provide substitutes whenever they are needed if substitute personnel are available.

Article XXIV
PROTECTION OF EMPLOYEES,
STUDENTS AND PROPERTY

- A. The Board shall endeavor to protect employees, students, and property from physical injury and shall do everything within its power to insure safe conditions in the schools.
- B. All Board vehicles and equipment including trucks and snow plows shall have a program of regular maintenance and inspection. No school employee shall be required to work on, in or about vehicles and equipment which have not been maintained and inspected regularly. Appropriate safety equipment shall be available on all Board equipment.
- C. The Board will assume responsibility for having the appropriate city agency provide crossing guards at all hazardous crossings.
- D. A committee shall be formed consisting of five (5) members appointed by the Association and five (5) members appointed by the Board. The committee shall be charged with the drawing of policy to be submitted to the Board for approval regarding:
 - 1. Protection of students, employees and property.
 - 2. Disposition of socially and emotionally maladjusted students.
 - 3. Procedure regarding students with juvenile and/or criminal records, narcotics users, and students carrying or possessing dangerous weapons.
 - 4. Grievance channels parent/student.

It is agreed that each meeting shall have a rotating chairperson and that the Board shall provide clerical help as needed. It is further agreed that the committee shall be provided with the necessary research materials upon request and that its recommendations shall not be unreasonably denied.

- E. In event of litigation, civil or criminal, the Board will extend to its employees all of the protection afforded by the Statutes of the State of New Jersey, in particular the following:

1. N.J.S.A. 18A:16-6
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 duties as 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 there from; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
 2. N.J.S.A. 18A:16-6.1
Should any criminal action be instituted against any such person for any such act of omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education 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.
- F. If the employees desire to institute any legal proceedings as a result of occurrences arising in the scope of their employment, the Board will render such legal assistance to the employees as it deems necessary.

Article XXV
SUMMER EMPLOYMENT

- A. All summer positions shall be posted.
- B. Priority for hiring.
 1. New Brunswick employees who plan to return to the school system in the subsequent September.
 2. New Brunswick employees beginning their careers in the subsequent September.
 3. School employees from other districts.
 4. New Brunswick teachers who do not plan to return to the school system in the subsequent September.
- C. Summer Adult Education programs shall be contracted on a basis equal to the compensation received by personnel in the academic summer high school.
- D. Employees must indicate in writing to the Personnel Office when they are available during the summer months and the positions in which they have interest.
- E. Vacancies which occur or positions to be filled during the summer months shall be posted in Central Office and a copy sent to the NBEA office.
- F. Employees not selected for a summer position who are interested in being notified of any positions during the summer will leave a self-addressed envelope with the Personnel Office prior to departing for the summer vacation.

- G. Summer school teachers shall have a ten minute break every teaching day.
- H. Should a ten (10) month secretary have to work during the summer to do any task related to their job, said days shall be considered to be paid at their regular daily hourly rate of pay.
- I. When work is available during the summer, ten (10) month secretaries will be approached by April 1st or as soon as possible after the matter is known so they can make summer plans appropriately should they desire to accept.
- J. Security Officers, Head Nurse, and Staff Development Leader summer work shall be paid at the prorated salary.

Article XXVI
INSURANCE PROTECTION

Health Care Insurance

- A. The Board shall provide health-care insurance protection according to the agreed policy as attached hereto as Schedules R, S, and T.

Effective July 1, 2010, and thereafter, employees shall contribute one and one half (1.5%) percent of their salary toward the cost of health benefits.

Any employee who waives coverage shall not contribute toward the cost of health benefits.

Effective July 1, 2010, the Board shall have in effect and IRS Section 125 Plan.
- B. The Board shall provide a Paid Prescription Insurance Plan in accordance with Schedule S.
- C. Employees hired after July 1, 2007 can enroll in either of the Point of Service (POS) plans and may change only between these two plans during the designated, annual open enrollment period.

Effective July 1, 2011, all eligible employees shall move from the traditional health benefits plan to the Point of Service Plan (“POS”) or any other plan in the Collective Bargaining Agreement.

An eligible employee may chose to purchase the Traditional Plan at a cost to the employee equal to the difference between the Traditional Plan and the plan the employee was previously enrolled in.
- D. Effective July 1, 2007, no employee can be insured as both an employee and a dependent under any of the healthcare plans sponsored by the Board. Such employee is entitled to a waiver bonus.
- E. Any employee who voluntarily waives medical and prescription drug coverage shall be entitled to a waiver bonus of:

CHANGE FROM:	ANNUAL WAIVER BONUS
Family to Parent/Child(ren) or Husband/Wife to Single:	\$1000
Family to Single or Husband/Wife to no coverage:	\$1500
Family to no coverage	\$2,500

The waiver bonus shall be paid in equal installments over a calendar year period. In order to qualify for the waiver bonus, the employee must provide satisfactory proof of coverage under another employer-sponsored healthcare plan. All employees who waive coverage will be able to return immediately to the plan they left if/when other insurance becomes unavailable to them. Employees who voluntarily rescind their waiver and did not lose other coverage may only re-enroll at the Board's next open enrollment.

Any employee hired on or after July 1, 2007 who waives coverage, then subsequently either loses the other coverage or rescinds his/her waiver, may only enroll in either of the two POS plans according to the terms noted in the above paragraph.

- F. Employees hired prior to July 1, 2007 may change between any of the Board sponsored Plans only during the designated open enrollment period.
- G. All retired employees may purchase health insurance, or parts of the package, through the Board's group policies at the current rates. This option must be elected within two (2) years of the employee's retirement date.
- H. If an employee uses all his/her sick days and is accordingly off the payroll, insurance coverage will continue for the balance of the month when payroll termination occurred. In addition, the Board will provide one month's insurance coverage for employee beyond this month. After this time, it is the employee's responsibility to convert or maintain his/her insurance per policy language.
- I. If the Board receives information that it is legally permissible to self-insure, the Association agrees, if requested by the Board, to re-open negotiations on the possibility of self-insurance. Anything negotiated is subject to ratification by both parties.

Article XXVII
BOOKS AND OTHER INSTRUCTIONAL
MATERIALS AND SUPPLIES

The Board and the Association shall establish a joint study committee to study books and other instructional materials and supplies.

Article XXVIII
DEDUCTIONS FROM SALARY

A. Association Dues

1. The Board agrees to deduct from the salaries of its employees, dues for the United Teaching profession which encompasses the New Brunswick Education Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association, provided said employees authorize the deductions. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15 9E, and as amended), 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 New 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 moneys to the appropriate association or associations. Authorizations shall be in writing on the form as provided.
2. Each of the Associations named above shall certify to the Board, in writing, 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.
3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall become effective to halt deductions as of January 1st. or July 1st. next succeeding the date on which notice of withdrawal is filed.

B. Payroll Savings Plan

The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee.

1. New employees shall be given the opportunity to join the program upon employment by the Board.
2. Current employees desiring to join the program may do so in July or January.
3. All employees may discontinue the program by written notice to the Board payroll clerk in July or January.

C. Tax Sheltered Annuities

The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee on a deduction authorization card and forward such sum to the tax-sheltered annuities representative, firm or company as specified on the authorization card (above) by the 15th of each month.

1. New employees shall be given the opportunity to join the program upon employment by the Board.
2. Current employees may join the program at any time.
3. All employees may discontinue the program by written notice to the Tax Shelter.

D. Savings Bond Program

The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee for the purchase of US Savings Bonds.

E. Credit Union

The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee on a deduction authorization card and forward such sum to the Southern Middlesex County Federal Teachers' Credit Union.

F. Electronic Transfer of Wages

The Board agrees to implement the system of automatic deposit of net wages. Beginning July 1, 1993, all employees will be entitled to this service. All requirements established by the Board's local bank relative to data needed, pre-notification etc. will be followed. Employees may automatically transfer their net base on each pay day to one bank and into one account. The Board shall be given permission to debit or credit the identified account two days prior to and including pay day. Once the option is taken the employee cannot change until the following July 1st.

Article XXIX
REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

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

2. Legal Maximum

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

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

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

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a no bargaining position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

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

4. Mechanics

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

5. Changes

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

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees.

- D. The Association shall indemnify and hold the Board of Education harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may rise out of or by reason of any action taken or not taken by the Board of Education in conformance with this provision.

Article XXX

UNIFORMS AND LICENSURE

- A. Maintenance/Custodian Uniforms – Upon hire custodial/maintenance employees shall be issued five (5) shirts, five (5) pants, one (1) overall, inclement weather gear and safety belt. Uniforms will be replaced as needed. Each year employees shall be provided work boots or an \$80 reimbursement if purchased by the employee.

IT Support Specialists and Security will wear pants and shirts provided by the Board. Upon hire they shall receive 5 shirts, 5 pants and will be replaced as needed.

- B. Effective July 1, 1983, all Building Employees presently employed and all Building Employees hired after this date, must have at the time of employment or within twelve (12) months of July 1, 1983 or within twelve (12) months of date of hire, a Black Seal License. This license must be maintained throughout the employee's employment.

No part of the above provision shall apply to an employee who has applied for renewal of his/her Black Seal License but has failed to obtain it in time due to the fault of the license bureau. It shall be the responsibility of the employee to show proof that he/she has reapplied by the expiration date of said license by either a photo copy of a check or money order to the license bureau.

Article XXXI

SUPERVISION OF STUDENT AND/OR INTERN TEACHERS

A. Mutual Responsibility

The Board and the Association recognizes their mutual responsibilities to assist in the pre-service training of student and intern teachers and observers.

- B. The placement of student and intern teachers is an important key in the successful pre-service training program for certificated employees. All placements will conform to the following rules.

1. Tenure

No certificated employee shall have an intern or student teacher under his/her supervision unless said employee has obtained tenure status, except when teachers who have not obtained tenure status and who have three or more years of teaching experience specifically request such an assignment.

2. *Voluntary Participation*
All placements of students or intern teachers and student observers with the cooperating teacher shall be on a voluntary basis.
3. *Record*
Prior to the assignment of the student or intern teachers, each prospective cooperating teacher shall be provided with pertinent information about the student or intern teachers.
4. *Consent*
The certificated employee shall receive the request to take a student or intern teacher at least four weeks prior to the student's introduction to the classroom. In the event less notice is given, the teacher shall have the right to accept or reject the student or intern teacher. In the case of student observers, two weeks' notice will be given.
5. *Materials and Supplies*
The student or intern teacher will be furnished with the appropriate materials, textbooks and supplies and a copy of this Article of Contract by the school system.
6. *Substitution*
The student teacher shall not be used as a substitute during assigned practice-teaching hours. The intern teacher may be used as a substitute when his/her use as a substitute will not unduly interfere with his/her training program as outlined in Item 8.
7. *Information for Cooperating Professional*
Each cooperating teacher shall receive all available information concerning the intern or student teacher and student observer prior to their arrival which would include the training schedule, beginning and ending date, the cooperating college's program and the college's expectations and requirements.
8. *Schedule*
The student shall follow the schedule of the cooperating teacher, including assignments, duties, extra-curricular activities and staff meetings.
9. *Program*
Cooperating teachers shall be informed of the observer's program prior to entering the classroom.
10. Student observers shall be available to discuss their observation with the cooperating teacher.

Article XXXII
PERSONAL AND ACADEMIC FREEDOM

Personal and Academic Freedom is guaranteed to each teacher under the laws and the Constitutions of New Jersey and the United States of America. The Board of Education respects the rights of all teachers to exercise these freedoms.

Article XXXIII
COMPLAINT PROCEDURE FOR EMPLOYEES

- A. Any complaint received regarding an employee shall be brought to the attention of the employee involved where such a complaint could affect the employee's status or evaluation.
- B. Any complaints received in writing regarding an employee shall be shown to the employee. The employee shall receive a copy and have the right to respond.
- C. The employee may request a conference with the complainant to attempt to resolve the complaint. The Superintendent shall afford the parties the opportunity to meet and shall attempt to resolve the complaint.
- D. Any complaint still unresolved may be submitted by the employee to the grievance procedure and shall commence at Level Two.
- E. The employee has the right to be represented by the Association at meetings regarding complaints.

Article XXXIV
PROCEDURE FOR WITHHOLDING EMPLOYMENT OR
ADJUSTMENT INCREMENT

Employment or adjustment increments may be withheld in whole or part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

- 1. That the procedures be adhered to as outlined in ARTICLE XV.
- 2. No person shall forward any recommendation which might lead to the withholding of an employee's increment or a part thereof unless at least sixty (60) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, that person has given to the employee against whom the recommendation may be made, written notice of the alleged cause(s) for the recommendation specifying the nature thereof with such particulars to furnish the employee an opportunity to respond to same and correct same.

Any action by the Board to withhold an increment or any part thereof shall commence at Level 3 ARTICLE III, Grievance Procedure. The Board's decision to withhold an increment shall be subject to advisory arbitration.

Article XXXV
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. As of September 21st of each year, the Superintendent will ensure that every teacher is provided with written procedures for the utilization of the Child Study Team.
- B. When, in the judgment of a teacher, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher shall have the right to send that student to the school office. Before a student returns to class, the administrator shall communicate to the teacher, in writing or verbally, the action taken by the administration.

Article XXXVI
COACHES

- A. Hiring Procedures
 - 1. All positions listed in Schedule L of the contract between the Board and the Association shall be posted at least fifteen (15) days prior to the deadline for applications. In cases of emergency, the personnel office will advise the Association immediately that a lesser period of time is required and reasons for same.
 - 2. All applicants for the posted positions shall be interviewed by appropriate administrative personnel.
 - 3. Upon final approval by the Board, all applicants shall receive written notice of the selection from the personnel office.
- B. Responsibilities

Job descriptions for coaches shall be prepared by the Athletic Director, in consultation with the coaching staff. Coaches shall be responsible for performing those items listed in the coaches' job description.
- C. Evaluation of Coaches
 - 1. All coaches will be evaluated by the Athletic Director at least once during the sport being coached, based upon the job description.
 - 2. The Athletic Director shall prepare the written evaluation of the coach not later than thirty (30) days after the conclusion of the respective sport, except in the cases of spring sports, when evaluations will be prepared prior to the close of the school year.
 - 3. The Athletic Director shall provide the coaches with a copy of the evaluation report at least one (1) day prior to a conference between the Athletic Director and the coach.
 - 4. At said conference, the written evaluation will be discussed and both Athletic Director and coach shall sign the report. The coach may prepare a statement to be attached to the evaluation report.

5. Any coach not satisfied with his/her evaluation report may utilize the grievance procedure, if desired. The grievance would commence at Level Two.

Article XXXVII
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2014, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, all on the day and year first above written.

ASSOCIATION:

Nancy Coppola, NBEA President

Nancy Fischer, NBEA Secretary

BOARD OF EDUCATION:

Edward Spencer, Board President

Richard Jannarone, Board Secretary

SCHEDULE A

CERTIFICATED

YEAR 1

2012-13 *Certificated Staff*

Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	51,175	53,276	54,101	58,360	59,469
2	52,029	54,130	54,955	59,214	60,323
3	52,529	54,630	55,455	59,714	60,823
4	53,029	55,130	55,955	60,214	61,323
5	53,529	55,630	56,455	60,714	61,823
6	54,029	56,130	56,955	61,214	62,323
7	54,529	56,630	57,455	61,714	62,823
8	56,769	58,870	59,695	63,954	65,063
9	61,709	63,810	64,635	68,894	70,003
10	67,659	69,760	70,585	74,844	75,953
11	73,659	75,760	76,585	80,844	81,953
11a	79,659	81,760	82,585	86,844	87,953
12	82,659	84,760	85,585	89,844	90,953

Everyone moves up one step

Hourly rate \$41/hour

YEAR 2

2013-14 *Certificated Staff*

Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	52,382	54,483	55,308	59,567	60,676
2	52,882	54,983	55,808	60,067	61,176
3	53,382	55,483	56,308	60,567	61,676
4	53,882	55,983	56,808	61,067	62,176
5	54,382	56,483	57,308	61,567	62,676
6	54,882	56,983	57,808	62,067	63,176
7	55,382	57,483	58,308	62,567	63,676
8	59,362	61,463	62,288	66,547	67,656
9	65,262	67,363	68,188	72,447	73,556
10	71,262	73,363	74,188	78,447	79,556
11	77,262	79,363	80,188	84,447	85,556
12	83,262	85,363	86,188	90,447	91,556

No step movement except 11a goes to 12

Hourly rate \$42/hour

SCHEDULE B

BUILDING EMPLOYEES/CENTRAL RECEIVING/MAINTENANCE

YEAR 1

2012-13 *Building Employees/Central Receiving/Maintenance*

Salary Guide

Step	Non BSL	BSL	Head	Maintenance
1	28,000	29,000	31,959	39,755
2	28,362	29,362	34,122	41,918
3	28,732	29,732	36,447	44,243
4	29,109	30,109	38,946	46,742
5	29,493	30,493	41,632	49,428
6	29,885	30,885	44,519	52,315
7	30,285	31,285	47,622	55,418
8	30,693	31,693	50,958	58,754
9	31,109	32,109	54,544	62,340
10	31,533	32,533	58,398	66,194
11	37,078	38,078	62,541	70,337
12	44,244	45,043	66,994	74,790
13		53,792		

YEAR 2

2013-14 *Building Employees/Central Receiving/Maintenance*

Salary Guide

Step	Non BSL	BSL	Head	Maintenance
1	28,258	29,258	32,217	40,013
2	28,620	29,620	34,380	42,176
3	28,990	29,990	36,705	44,501
4	29,367	30,367	39,204	47,000
5	29,751	30,751	41,890	49,686
6	30,143	31,143	44,777	52,573
7	30,543	31,543	47,880	55,676
8	30,951	31,951	51,216	59,012
9	31,367	32,367	54,802	62,598
10	31,791	32,791	58,656	66,452
11	37,336	38,336	62,799	70,595
12	44,502	45,301	67,252	75,048
13		54,050		

SCHEDULE C

SECRETARIAL/ACCOUNTING

YEAR 1

2012-13 Secretarial/Accounting

Salary Guide

Step	12 Mo. Secretary	HS Princ. & Acct.
1	39,039	39,739
2	40,018	40,718
3	41,034	41,734
4	42,089	42,789
5	43,183	43,883
6	44,319	45,019
7	45,497	46,197
8	46,720	47,420
9	47,988	48,688
10	49,305	50,005
11	50,670	51,370
12	52,087	52,787
13	53,555	54,255

YEAR 2

2013-14 Secretarial/Accounting

Salary Guide

Step	12 Mo. Secretary	HS Princ. & Acct.
1	39,904	40,604
2	40,883	41,583
3	41,899	42,599
4	42,954	43,654
5	44,048	44,748
6	45,184	45,884
7	46,362	47,062
8	47,585	48,285
9	48,853	49,553
10	50,170	50,870
11	51,535	52,235
12	52,952	53,652
13	54,420	55,120

SCHEDULE D
SECURITY OFFICERS

YEAR 1	
2012-13	Security Officers
Step	Guide
1	
2	
3	
4	
5	
6	28,012
7	28,388
8	28,772
9	30,261
10	31,864
11	33,590
12	35,457

YEAR 2	
2013-14	Security Officers
Step	Guide
1	
2	
3	
4	
5	
6	28,435
7	28,811
8	29,195
9	30,684
10	32,287
11	34,013
12	35,880

SCHEDULE E

PARAPROFESSIONALS

YEAR 1

2012-13 Paraprofessionals

Salary Guide

Step	A 0-10	B 11+20	C 21-40	D 40+	E AA OR 60
1	20,617	21,639	22,492	23,627	24,763
2	20,867	21,889	22,742	23,877	25,013
3	21,122	22,144	22,997	24,132	25,268
4	21,383	22,405	23,258	24,393	25,529
5	21,649	22,671	23,524	24,659	25,795
6	21,920	22,942	23,795	24,930	26,066
7	22,196	23,218	24,071	25,206	26,342
8	22,796	23,818	24,671	25,806	26,942
9	23,396	24,418	25,271	26,406	27,542
10	24,196	25,218	26,071	27,206	28,342
11	24,896	25,918	26,771	27,906	29,042
12	26,296	27,318	28,171	29,306	30,442
13	33,260	34,282	35,135	36,270	37,406

Hourly rate \$19.00/hour

YEAR 2

2013-14 Paraprofessionals

Salary Guide

Step	A 0-10	B 11+20	C 21-40	D 40+	E AA OR 60
1	21,179	22,201	23,054	24,189	25,325
2	21,429	22,451	23,304	24,439	25,575
3	21,684	22,706	23,559	24,694	25,830
4	21,945	22,967	23,820	24,955	26,091
5	22,211	23,233	24,086	25,221	26,357
6	22,482	23,504	24,357	25,492	26,628
7	22,758	23,780	24,633	25,768	26,904
8	23,358	24,380	25,233	26,368	27,504
9	23,958	24,980	25,833	26,968	28,104
10	24,758	25,780	26,633	27,768	28,904
11	25,458	26,480	27,333	28,468	29,604
12	26,858	27,880	28,733	29,868	31,004
13	33,822	34,844	35,697	36,832	37,968

Hourly rate \$19.50/hour

SCHEDULE F
COMMUNITY AGENTS

YEAR 1
2012-13

Community Agents

Step	Guide
1	28,187
2	30,089
3	31,991
4	33,893
5	35,794
6	37,696
7	39,598
8	41,500
9	43,849
10	46,356
10a	47,787
11	49,032
11a	50,463
12	51,885

YEAR 2
2013-14

Community Agents

Step	Guide
1	28,187
2	30,089
3	31,991
4	33,893
5	35,794
6	37,696
7	39,598
8	41,500
9	43,849
10	46,356
10a	47,787
11	49,032
12	51,885

SCHEDULE G

DROP OUT PREVENTION/FAMILY LIAISON

YEAR 1

2012-13

Drop Out Prev./Family Liaison

Step	Guide
1	31,168
2	32,800
3	34,433
4	36,065
5	37,698
6	39,912
7	40,412
8	40,912
9	41,412
10	41,912
11	42,412
12	42,912

YEAR 2

2013-14

Drop Out Prev./Family Liaison

Step	Guide
1	31,766
2	33,399
3	35,031
4	36,663
5	38,296
6	40,510
7	41,010
8	41,510
9	42,010
10	42,510
11	43,010
12	43,510

SCHEDULE H

IT SUPPORT SPECIALISTS/SECURITY TECHNICIAN

YEAR 1

IT Tech
2012-13 *Support/Security Tech*

Salary Guide

Step	IT
1	39,055
2	40,893
3	44,212
4	46,730
5	49,144
6	51,235
7	53,170
8	55,205
9	57,273
10	61,893
11	66,085
12	72,306

”

YEAR 2

IT Tech
2013-14 *Support/Security Tech*

Salary Guide

Step	IT
1	39,986
2	41,824
3	45,143
4	47,661
5	50,075
6	52,166
7	54,101
8	56,136
9	58,204
10	62,824
11	67,016
12	73,237

Staff remains on same step

SCHEDULE I

APPLICATION SPECIALISTS

YEAR

1

2012-13 Application Specialists

Salary Guide

Step	App. Specialists
1	39,000
2	39,975
3	40,775
4	41,590
5	42,422
6	43,270
7	44,136
8	45,018
9	45,919
10	46,837
11	47,774
12	48,729

YEAR

2

2013-14 Application Specialists

Salary Guide

Step	App. Specialists
1	39,000
2	39,975
3	40,775
4	41,590
5	42,422
6	43,270
7	44,136
8	45,018
9	45,919
10	46,837
11	47,774
12	48,729

SCHEDULE J

PLAY IT SMART ACADEMIC COACH

YEAR 1

2012-13 *Play it Smart*

Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	48,780	50,881	51,706	55,965	57,074
2	49,280	51,381	52,206	56,465	57,574
3	49,780	51,881	52,706	56,965	58,074
4	50,280	52,381	53,206	57,465	58,574
5	50,780	52,881	53,706	57,965	59,074
6	51,280	53,381	54,206	58,465	59,574
7	51,780	53,881	54,706	58,965	60,074
8	55,760	57,861	58,686	62,945	64,054
9	61,660	63,761	64,586	68,845	69,954
10	67,660	69,761	70,586	74,845	75,954
11	73,660	75,761	76,586	80,845	81,954
12	79,660	81,761	82,586	86,845	87,954

YEAR 2

2013-14 *Play it Smart*

Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	49,339	51,440	52,265	56,524	57,633
2	49,839	51,940	52,765	57,024	58,133
3	50,339	52,440	53,265	57,524	58,633
4	50,839	52,940	53,765	58,024	59,133
5	51,339	53,440	54,265	58,524	59,633
6	51,839	53,940	54,765	59,024	60,133
7	52,339	54,440	55,265	59,524	60,633
8	56,319	58,420	59,245	63,504	64,613
9	62,219	64,320	65,145	69,404	70,513
10	68,219	70,320	71,145	75,404	76,513
11	74,219	76,320	77,145	81,404	82,513
12	80,219	82,320	83,145	87,404	88,513

SCHEDULE K
NURSE FLOATER

2012 – 2014 SALARY GUIDE

Step	NON-BA	BA	BA+30	MA	MA+30	DOC
1	43,597	44,597	46,698	47,523	51,782	52,891
2	44,097	45,097	47,198	48,023	52,282	53,391
3	44,597	45,597	47,698	48,523	52,782	53,891
4	45,097	46,097	48,198	49,023	53,282	54,391
5	45,597	46,597	48,698	49,523	53,782	54,891
6	46,097	47,097	49,198	50,023	54,282	55,391
7	46,597	47,597	49,698	50,523	54,782	55,891
8	50,577	51,577	53,678	54,503	58,762	59,871
9	56,477	57,477	59,578	60,403	64,662	65,771
10	62,477	63,477	65,578	66,403	70,662	71,771
11	68,477	69,477	71,578	72,403	76,662	77,771
12	74,477	75,477	77,578	78,403	82,662	83,771

SCHEDULE L

HIGH SCHOOL COACHES

	2012-13			2013-14		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Head Football				\$8,673	\$9,072	\$9,489
Assistant Football JV	\$8,503	\$8,894	\$9,303	\$5,045	\$5,277	\$5,519
Sophomore Football	\$4,946	\$5,173	\$5,411	\$3,890	\$4,069	\$4,256
Sophomore Assistant Football	\$3,814	\$3,989	\$4,173	\$3,636	\$3,803	\$3,978
Freshman Football	\$3,565	\$3,729	\$3,900	\$3,890	\$4,069	\$4,256
Freshman Assistant Football	\$3,814	\$3,989	\$4,173	\$3,636	\$3,803	\$3,978
Head Basketball	\$3,565	\$3,729	\$3,900	\$6,662	\$6,969	\$7,289
Assistant Basketball JV	\$6,532	\$6,832	\$7,146	\$3,636	\$3,803	\$3,978
Freshman Basketball	\$3,565	\$3,729	\$3,900	\$3,636	\$3,803	\$3,978
Head Baseball	\$3,565	\$3,729	\$3,900	\$5,856	\$6,125	\$6,407
Assistant Baseball	\$5,741	\$6,005	\$6,282	\$3,636	\$3,803	\$3,978
Jr. Varsity Baseball	\$3,565	\$3,729	\$3,900	\$3,636	\$3,803	\$3,978
Freshman Baseball	\$3,565	\$3,729	\$3,900	\$3,636	\$3,803	\$3,978
Cross Country	\$3,565	\$3,729	\$3,900	\$4,601	\$4,813	\$5,034
Assistant Cross Country	\$4,511	\$4,718	\$4,936	\$3,636	\$3,803	\$3,978
Head Wrestling	\$3,565	\$3,729	\$3,900	\$5,856	\$6,125	\$6,407
Jr. Varsity Wrestling	\$5,741	\$6,005	\$6,282	\$3,636	\$3,803	\$3,978
Freshman Wrestling	\$3,565	\$3,729	\$3,900	\$3,636	\$3,803	\$3,978
Head Winter Track	\$3,565	\$3,729	\$3,900	\$5,638	\$5,898	\$6,169
Assistant Winter track	\$5,528	\$5,782	\$6,048	\$3,636	\$3,803	\$3,978
Head Spring Track	\$3,565	\$3,729	\$3,900	\$5,856	\$6,125	\$6,407
Assistant Spring Track	\$5,741	\$6,005	\$6,282	\$3,636	\$3,803	\$3,978
Head Gymnastics	\$3,565	\$3,729	\$3,900	\$4,601	\$4,813	\$5,034
Golf	\$4,511	\$4,718	\$4,936	\$4,601	\$4,813	\$5,034
Tennis	\$4,511	\$4,718	\$4,936	\$4,601	\$4,813	\$5,034

Assistant Tennis				1	\$3,636	\$3,803	\$3,978
Head Soccer	\$3,565	\$3,729	\$3,900	6	\$5,856	\$6,125	\$6,407
Jr. Varsity Soccer	\$5,741	\$6,005	\$6,282	6	\$3,636	\$3,803	\$3,978
Freshman Soccer	\$3,565	\$3,729	\$3,900	6	\$3,636	\$3,803	\$3,978
Head Softball	\$3,565	\$3,729	\$3,900	6	\$5,856	\$6,125	\$6,407
Assistant Softball JV	\$5,741	\$6,005	\$6,282	6	\$3,636	\$3,803	\$3,978
Ticket Manager - Fall	\$3,565	\$3,729	\$3,900	6	\$1,538	\$1,609	\$1,683
Ticket Manager - Winter	\$1,508	\$1,577	\$1,650	8	\$1,538	\$1,609	\$1,683
Head Bowling Coach	\$1,508	\$1,577	\$1,650	8	\$4,601	\$4,813	\$5,034
Head Cheerleader Advisor/Fall	\$4,511	\$4,718	\$4,936	1	\$2,786	\$2,917	\$3,055
Head Cheerleader Advisor/Winter	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
Fresh/Sophomore Cheerleader Advisor/Fall	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
JV Cheerleader Adv/Fall	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
JV Cheerleader Adv/Winter	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
Fresh/Sophomore Cheerleader Advisor Winter	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
Drill Team Advisor	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
Twirler Team Advisor	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
High School Coaches Con't.		2012-13				2013-14	
	Step 1	Step 2	Step 3		Step 1	Step 2	Step 3
Color Guard Advisor	\$2,732	\$2,860	\$2,995	6	\$2,786	\$2,917	\$3,055
Weight Room Trainer	\$1,264	\$1,324	\$1,386	0	\$1,290	\$1,350	\$1,414
Head Volleyball	\$5,742	\$6,006	\$6,281	6	\$5,856	\$6,126	\$6,407
Jr. Varsity Volleyball	\$3,565	\$3,729	\$3,900	6	\$3,636	\$3,804	\$3,978
Freshman Volleyball	\$3,565	\$3,729	\$3,900	6	\$3,636	\$3,804	\$3,978

MIDDLE SCHOOL COACHES

	2012-13			2013-14		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Volleyball	\$4,182	\$4,511	\$4,794	\$4,266	\$4,602	\$4,890
Cheerleading	\$2,732	\$2,860	\$2,995	\$2,786	\$2,917	\$3,055

					6		
					\$4,60		
Cross Country	\$4,511	\$4,719	\$4,936		2	\$4,813	\$5,034
					\$2,23		
Wrestling	\$2,193	\$2,499	\$2,805		7	\$2,549	\$2,861
					\$4,60		
Baseball	\$4,511	\$4,719	\$4,936		2	\$4,813	\$5,034
					\$4,60		
Softball	\$4,511	\$4,719	\$4,936		2	\$4,813	\$5,034
					\$2,00		
Tennis	\$1,966	\$2,272	\$2,578		5	\$2,317	\$2,629
					\$4,60		
Soccer	\$4,511	\$4,719	\$4,936		2	\$4,813	\$5,034
					\$4,60		
Track & Field	\$4,511	\$4,719	\$4,936		2	\$4,813	\$5,034
					\$4,60		
Head Middle Sch. Basketball	\$4,511	\$4,719	\$4,936		2	\$4,813	\$5,034
Assistant Middle School					\$3,63		
Basketball	\$3,565	\$3,729	\$3,900		6	\$3,804	\$3,978
					\$3,63		
Assistant Cross Country	\$3,565	\$3,729	\$3,900		6	\$3,804	\$3,978
					\$3,63		
Assistant Baseball	\$3,565	\$3,729	\$3,900		6	\$3,804	\$3,978
					\$3,63		
Assistant Softball	\$3,565	\$3,729	\$3,900		6	\$3,804	\$3,978
					\$3,63		
Assistant Soccer	\$3,565	\$3,729	\$3,900		6	\$3,804	\$3,978
					\$3,63		
Assistant Track & Field	\$3,565	\$3,729	\$3,900		6	\$3,804	\$3,978
					\$3,37		
Assistant Volleyball	\$3,304	\$3,565	\$3,787		0	\$3,636	\$3,863
					\$2,20		
Assistant Cheerleading	\$2,158	\$2,259	\$2,365		1	\$2,304	\$2,413
					\$1,76		
Assistant Wrestling	\$1,733	\$1,975	\$2,215		8	\$2,014	\$2,260
					\$1,58		
Assistant Tennis	\$1,552	\$1,794	\$2,036		3	\$1,830	\$2,077

SCHEDULE M

EXTRA CURRICULAR ACTIVITIES

	2012-13	2013-14
HS Band Director	\$3,458	\$3,527
HS Band Assistant	\$2,490	\$2,540
HS School Chorus Director	\$3,458	\$3,527
HS Drama Director	\$7,407	\$7,555
Musical Drama Director	\$3,458	\$3,527
Dance Drama Director	\$3,458	\$3,527
Choreographer of Theatre Productions	\$3,458	\$3,527
Musical Director of Theatre Productions	\$3,458	\$3,527
HS Student Council Advisor	\$3,458	\$3,527
HS Yearbook Editorial	\$3,458	\$3,527
HS Yearbook Business	\$3,458	\$3,527
Literary Magazine Newspaper	\$3,458	\$3,527
Senior Class Advisor	\$2,765	\$2,821
Junior Class Advisor	\$3,458	\$3,527
Sophomore Class Advisor	\$1,752	\$1,787
Freshman Class Advisor	\$1,037	\$1,058
Finance Scholar Advisor	\$1,037	\$1,058
Incentive Scholars Advisor	\$1,383	\$1,411
Peer Leadership Coordinator	\$1,383	\$1,411
Peer Leadership Advisor	\$3,458	\$3,527
NBHS Honor Society	\$1,852	\$1,889
NBHS Clubs	\$1,752	\$1,787
Key Club	\$1,752	\$1,787
Student Activities Accountant	\$1,752	\$1,787
ROTC Instructor	\$3,506	\$3,576
Intramurals (Hourly)	\$2,000	\$2,040
	\$41	\$42

For advisors, there shall be no release time from any teaching or non-teaching duties. All student contact shall occur outside the regular student day, unless the administration and the advisor reach a mutual agreement to the contrary.

SCHEDULE N

ELEMENTARY EXTRA CURRICULAR ACTIVITIES

	2012-13	2013-14
Yearbook - Elementary	\$1,752	\$1,787
Student Council - Elementary	\$1,752	\$1,787
Newspaper Elementary	\$1,752	\$1,787
Drama - Elementary	\$1,752	\$1,787
Band - Elementary	\$1,752	\$1,787
Cheerleader - Elementary	\$1,752	\$1,787
Safety Patrol - Elementary	\$1,752	\$1,787
All Elementary Clubs/Advisors	\$1,752	\$1,787
Science Resource Managers	\$1,324	\$1,350
Step-Up Advisor	\$1,752	\$1,787
21st Century Program Advisor	\$3,458	\$3,527
21st Century Club Advisor	\$1,752	\$1,787
Head Elementary School Counselor	\$584	\$596
Head Elementary School Art	\$584	\$596
Head Elementary School Music	\$584	\$596
Security Coordinator	\$1,750	\$1,785

SCHEDULE O

MISCELLANEOUS STIPENDS

	2012-13	2013-14
Head Nurse, Staff Development Leader	\$9,303	\$9,489
Curriculum Writing-full year course	\$800	\$800
Curriculum Writing-half year course	\$400	\$400

SCHEDULE P

LONGEVITY

YEARS	PROFESSIONALS	
	2012-13	2013-14
20	\$1,505	\$1,535
25	\$1,950	\$1,989
30	\$2,787	\$2,842

**SECRETARIAL/PARAPROFESSIONALS/SECURITY
COMMUNITY AGENTS/DROP OUT PREVENTION OFFICERS/FAMILY
LIAISONS**

YEARS	2012-13	2013-14
15	\$658	\$671
20	\$970	\$989
25	\$1,884	\$1,922
30	\$3,416	\$3,484

**BUILDING EMPLOYEES/MAINTENANCE
CENTRAL RECEIVING/IT SPECIALISTS**

YEARS	2012-13	2013-14
10	\$1,360	\$1,387
20	\$1,649	\$1,682
25	\$2,045	\$2,086
30	\$2,318	\$2,365

SCHEDULE Q

ELEMENTARY SCHEDULE

All elementary teachers report by 8:40 AM and may leave by 3:15 PM.

MIDDLE SCHOOL SCHEDULE

All middle school teachers report by 8:00 AM and may leave by 2:35 PM.

HIGH SCHOOL SCHEDULE

- Reporting time is 7:50 am
- Block #1-2 will start at 7:56 am
- Bell schedule will run from 7:56am to 2:26 pm
- All staff can leave at 2:26 pm

BLOCK	BEGIN	END	SCHEDULE
	7:50		Teacher Start Time
1 – 2	7:56	9:16	80 Class
Advisory	9:20	9:40	20
3 – 4	9:44	11:04	80 Class
5	11:08	11:38	30 Lunch
6 – 7	11:42	1:02	80 Class
5 – 6	11:08	12:28	80 Class
7	12:32	1:02	30 Lunch
5	11:08	11:48	40 Class
6	11:50	12:20	30 Lunch
7	12:22	1:02	40 Class
8 – 9	1:06	2:26	80 Class

- One common planning time per week at 40 minutes
- A 20 minutes daily Advisory
- Four minute passing
- Advisory equals homeroom for the purpose of compensation
- Contract language would be honored

SCHEDULE R

MEDICAL BENEFITS

The Board will provide the following medical plan options:

1. PREFERRED PROVIDER OR TRADITIONAL PLAN OPTION –
(Only available to employees hired prior to July 1, 2007 may elect this option)

Lifetime Plan Maximum	Unlimited
Annual Deductible	\$150 per employee but no more than 2 Deductibles per family

Maximum Annual Out of Pocket (Not including the annual deductible)	\$800 per person covered 2 times maximum per family
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Effective July 1, 2007 the Traditional Medical Plan will include a pre-certification requirement for all inpatient hospital admissions, for selected outpatient diagnostic testing and procedures as determined by the Traditional Plan insurance carrier.

Covered Expenses incurred will be reduced by 50% for these charges unless this pre-certification is received prior to the date of admission, testing or performed procedure.

Covered expenses incurred will also be reduced by 50% for charges made for outpatient diagnostic testing or procedures for which Outpatient Certification was performed, but not certified as Medically Necessary.

Network pre-certification is coordinated by the network provider. It is the employee's or dependent's responsibility to obtain pre-certification for out-of-network inpatient admissions and/or select outpatient diagnostic testing or procedures.

2. POINT OF SERVICE PLAN OPTION (currently Cigna) with a \$10 in network office visit co-pay.
3. ALTERNATE POINT OF SERVICE OPTION (currently Aetna) with a \$5 in network office visit co-pay.
4. CIGNA POS 90/70 Plan-(80th R & C)
5. HRA with Fund provided by NBBOE.
6. Effective July 1, 2011, all eligible employees shall move from the Traditional health benefits plan to the Point of Service Plan ("POS") or any other plan in the Collective Bargaining Agreement. An eligible employee may choose to purchase the Traditional Plan at a cost to the employee equal to the difference between the Traditional Plan and the plan the employee was previously enrolled in.

SCHEDULE S

PRESCRIPTION BENEFITS

Effective July 1, 2011 the co-pays shall be modified to:

RETAIL:

Brand Name Prescriptions: \$25.00 co-pay

Generic Prescriptions: \$12.00 co-pay

MAIL ORDER:

Brand Name Prescriptions: \$20.00 co-pay

Generic Prescriptions: \$12.00 co-pay

SCHEDULE T

DENTAL COVERAGE

Dental benefits will be provided at no cost for employee only coverage under the Board's Traditional Dental Plan (in place as of prior to July 1, 2007) or the alternate DHMO Plan.

Employees may choose to cover their eligible dependents, however, the full cost of dependent coverage (as previously defined in Article XXVI) will be paid for by the employee through payroll deductions.

- Traditional Maximum Benefit:
Calendar Year \$1,500
Orthodontic Limit (lifetime) \$750
- DHMO
All plan benefits are subject to scheduled co-pays.

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