

**Agreement between**  
**The Carteret Education Association**  
**and**  
**The Carteret Board of Education**

**July 1, 2008 through June 30, 2009**

**CARTERET EDUCATION ASSOCIATION – 2008-2009 School Year**

President  
First Vice President  
Second Vice President  
Treasurer  
Recording Secretary  
Corresponding Secretary  
Sergeant-at-Arms

Robert Cowan  
Robert Duncan  
Paul Nelson  
Jacqueline Lygate  
Nancy Hughes  
John Nartowicz  
Brian Sosnowski

## TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| PREAMBLE .....                                   | 1           |
| ARTICLE I .....                                  | 2           |
| RECOGNITION.....                                 | 2           |
| A. Unit.....                                     | 2           |
| B. Definitions .....                             | 2           |
| 1. Teacher .....                                 | 2           |
| 2. Employee.....                                 | 2           |
| 3. Temporaries .....                             | 3           |
| ARTICLE II.....                                  | 4           |
| NEGOTIATION OF SUCCESSOR AGREEMENT .....         | 4           |
| A. Procedure.....                                | 4           |
| B. Modification .....                            | 4           |
| C. Pendency of a Successor Agreement .....       | 4           |
| ARTICLE III.....                                 | 5           |
| GRIEVANCE PROCEDURE.....                         | 5           |
| A. Definitions .....                             | 6           |
| B. Procedure.....                                | 6           |
| ARTICLE IV.....                                  | 9           |
| EMPLOYEE RIGHTS .....                            | 9           |
| A. Rights and Protection in Representation ..... | 9           |
| B. Statutory Savings Clause.....                 | 9           |
| C. Required Meetings or Hearings .....           | 9           |
| D. Association Identification.....               | 10          |
| E. Just Cause .....                              | 10          |
| ARTICLE V.....                                   | 11          |
| ASSOCIATION RIGHTS AND PRIVILEGES .....          | 11          |
| A. Information .....                             | 11          |
| B. Use of School Buildings.....                  | 11          |
| C. Use of School Equipment.....                  | 11          |
| D. Bulletin Boards .....                         | 11          |
| E. Mail Facilities .....                         | 11          |
| F. Orientation Programs .....                    | 11          |
| G. Exclusive Right.....                          | 12          |
| H. Mutually Scheduled Proceedings.....           | 12          |
| I. Association Time .....                        | 12          |
| J. Association Office.....                       | 12          |

|   |    |
|---|----|
| ARTICLE VI.....   | 13 |
| BOARD RIGHTS.....   | 13 |
| A. Rights, Powers and Duties.....                           | 13 |
| B. Limitations.....   | 13 |
| C. Professional Relationships.....                          | 14 |
| D. Resolution of Disputes.....                              | 14 |
| ARTICLE VII.....  | 15 |
| NON-RELATED DUTIES.....                                     | 15 |
| ARTICLE VIII.....   | 16 |
| EMPLOYMENT PROCEDURES.....                                  | 16 |
| A. Teacher Certification.....                               | 16 |
| B. Placement on Salary Schedule.....                        | 16 |
| C. Initial Employment and Credit for Experience.....        | 16 |
| D. Earned Vacation.....                                     | 16 |
| E. Tenure.....  | 16 |
| F. Notice.....  | 16 |
| ARTICLE IX.....   | 17 |
| SALARIES.....   | 17 |
| A. Teacher Salary Guide.....                                | 17 |
| B. Pay Schedule.....  | 17 |
| C. Deductions.....  | 17 |
| D. Increments.....  | 18 |
| E. Compensation for Curriculum Development Improvement..... | 18 |
| 1. School Year.....   | 18 |
| 2. Summer Months.....                                       | 18 |
| F. Emergency Substitute Coverage.....                       | 19 |
| G. Musical Instructor/Band Director.....                    | 19 |
| H. Part Time.....   | 19 |
| I. Paraprofessionals.....                                   | 19 |
| J. TPAF or PERS Loans.....                                  | 19 |
| K. Payroll Deductions -- Enrollment.....                    | 19 |
| L. LDTTC.....   | 19 |
| M. Assistant Band Director.....                             | 20 |
| N. Social Worker.....                                       | 20 |
| O. School Psychologist.....                                 | 20 |
| P. I&RS Committee.....                                      | 20 |
| ARTICLE X.....  | 21 |
| EMPLOYEE ASSIGNMENTS.....                                   | 21 |
| A. Notification.....  | 21 |
| B. Vacancies.....   | 21 |
| C. Notice.....  | 21 |

|   |    |
|---|----|
| ARTICLE XI.....   | 22 |
| TEACHER EVALUATION .....  | 22 |
| A. General Criteria.....  | 22 |
| B. Evaluation Procedure .....   | 22 |
| C. Personnel Records.....   | 22 |
| 1. File.....  | 22 |
| 2. Derogatory Material .....  | 23 |
| 3. No Separate File.....  | 23 |
| 4. Termination of Employment.....   | 23 |
| ARTICLE XII .....   | 24 |
| FAIR DISMISSAL PROCEDURE .....  | 24 |
| A. Notification of Status .....   | 24 |
| 1. Date .....   | 24 |
| 2. Reasons.....   | 24 |
| 3. Procedure for Appearance of Non-Tenure Teaching Staff Members<br>before the Board..... | 24 |
| 4. Failure to Comply .....  | 24 |
| B. Notification of Intention to Return .....  | 24 |
| ARTICLE XIII.....   | 25 |
| SPECIAL CLOTHING AND ANSWERING SERVICE .....  | 25 |
| A. Special Clothing.....  | 25 |
| B. Answering Service .....  | 25 |
| C. Professional Development.....  | 25 |
| ARTICLE XIV.....  | 26 |
| TEMPORARY LEAVES OF ABSENCE .....   | 26 |
| A. Personal Illness or Injury.....  | 27 |
| B. Occupational Injury.....   | 28 |
| C. Illness in Immediate Family .....  | 28 |
| D. Anticipated Disability Leaves.....   | 29 |
| E. Child Rearing Leave .....  | 30 |
| F. Notice of Accumulated Sick Leave .....   | 30 |
| G. Funeral Leave .....  | 30 |
| H. School Visitation.....   | 31 |
| I. Legal.....   | 31 |
| J. Good Cause.....  | 31 |
| K. Personal Business.....   | 31 |
| L. Marriage .....   | 31 |
| M. Twelve Month Employee Vacation and Holiday Schedule .....                              | 31 |
| 1. Vacation Schedule.....   | 32 |
| 2. Holiday Schedule .....   | 33 |
| N. Return From Unpaid Leave .....   | 33 |
| O. Years Of Service Maternity/Authorized Leave .....                                      | 33 |

|   |    |
|---|----|
| ARTICLE XV .....  | 34 |
| EXTENDED LEAVES OF ABSENCE .....                              | 34 |
| A. Illness in Immediate Family .....                          | 34 |
| B. Military Leave.....  | 34 |
| C. Return from Leave .....                                    | 34 |
| 1. Salary .....   | 34 |
| 2. Benefits.....  | 34 |
| 3. Return to Former Position .....                            | 34 |
| 4. Other Employment.....                                      | 34 |
| 5. Length of Service .....                                    | 35 |
| D. Extensions and Renewals .....                              | 35 |
| ARTICLE XVI.....  | 36 |
| TUITION ASSISTANCE PROGRAM .....                              | 36 |
| A. Funding.....   | 36 |
| B. Regulations .....  | 36 |
| 1. Personnel Eligible .....                                   | 36 |
| 2. Application Procedure.....                                 | 36 |
| 3. Approval Regulations.....                                  | 37 |
| 4. Course Verification .....                                  | 38 |
| 5. Reimbursement .....  | 38 |
| ARTICLE XVII.....   | 39 |
| SABBATICAL LEAVE .....  | 39 |
| ARTICLE XVIII .....   | 40 |
| HEALTH CARE, DENTAL AND PHARMACEUTICAL INSURANCE .....        | 40 |
| A. Health Care Insurance .....                                | 40 |
| B. Pharmaceutical Insurance.....                              | 42 |
| C. Dental Insurance .....                                     | 42 |
| D. Medical Reimbursement.....                                 | 42 |
| E. Opt Out Option for Medical, Prescription, and Dental ..... | 42 |
| F. IRS Section 125 Flexible Spending Plan (FSA).....          | 42 |
| G. Retirement Benefit .....                                   | 43 |
| H. Life Insurance .....                                       | 43 |
| ARTICLE XIX.....  | 44 |
| DEDUCTION FROM SALARY .....                                   | 44 |
| A. Association Payroll Dues Deduction .....                   | 44 |
| B. Certification of Dues .....                                | 44 |
| C. Additional Authorizations .....                            | 44 |
| D. Procedure for Withdrawal .....                             | 44 |
| E. Representative Fee .....                                   | 44 |
| 1. Purposes of Fee .....                                      | 44 |
| 2. Amount of Fee .....  | 45 |
| 3. Deduction and Transmission of Fee.....                     | 45 |
| 4. Indemnification and Save-Harmless Provision.....           | 45 |

|  |    |
|--|----|
| 5. Membership Availability and Demand and Return System .....        | 45 |
| ARTICLE XX .....   | 46 |
| SCHOOL CALENDAR/WORK YEAR .....                                      | 46 |
| A. School Calendar .....   | 46 |
| B. Work Year .....   | 46 |
| ARTICLE XXI .....  | 48 |
| VOLUNTARY TRANSFERS AND REASSIGNMENTS .....                          | 48 |
| ARTICLE XXII .....   | 49 |
| MISCELLANEOUS PROVISIONS .....                                       | 49 |
| A. Nondiscrimination .....   | 49 |
| B. Board Policy .....  | 49 |
| C. Severability .....  | 49 |
| D. Compliance Between Individual Contract and Master Agreement ..... | 49 |
| E. Notice .....  | 49 |
| F. Daily Rate of Pay .....   | 49 |
| G. Conformity with <u>N.J.S.A. 34:13A-1 et seq.</u> .....            | 50 |
| ARTICLE XXIII .....  | 51 |
| DURATION OF AGREEMENT .....  | 51 |
| Schedule A: Regular Teacher Basic Salary Guide .....                 | 52 |
| Schedule B: Secretary 11 Months .....                                | 54 |
| Schedule C: Custodian .....  | 55 |
| Schedule D: Paraprofessionals .....                                  | 56 |
| Schedule E: Extra Pay for Extra Services .....                       | 57 |
| Schedule F: Coaches Salary Guide .....                               | 58 |
| Schedule G: Health Plan .....  | 60 |
| Schedule H: Pharmaceutical Plan .....                                | 60 |
| Schedule I: Dental Plan .....  | 60 |

**PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July, 2008, by and between the Board of Education of the Borough of Carteret, hereinafter referred to as the "Board", and the Carteret Education Association, hereinafter referred to as the "Association".

**WITNESSETH**

**WHEREAS**, the Board and the Association recognize that education is a public trust, and

**WHEREAS**, the Board and the Association are dedicated to providing the best possible educational opportunities for the children of this community, and

**WHEREAS**, these objectives may be best attained if there is a climate of mutual trust, understanding and cooperation on the part of the Board and the Association, be it

**RESOLVED**, this Agreement is drafted and entered into pursuant to N.J.S.A. 34:13A-1 et seq. in consideration of the aforementioned principles.



**ARTICLE I**  
**RECOGNITION**

**A. Unit**

The Board hereby recognizes the Association as the exclusive and sole representative for all matters pursuant to N.J.S.A. 34:13A-1 et seq. for the following full time personnel:

1. Teachers
2. Nurses
3. Guidance Counselors
4. Library Assistants
5. Supplemental Instructors
6. Social Workers
7. Learning Disability Teacher Consultant
8. Special Education Teacher
9. Librarian
10. Teacher/Coordinator
11. Psychologist
12. Custodian and Maintenance Personnel
13. 11 Month Secretaries
14. 12 Month Secretaries
15. System Operator
16. Stockroom Clerk/Attendance
17. Computer Technician
18. Paraprofessionals-full time and all other non-supervisory personnel, but excluding temporaries, substitutes, and all supervisory personnel having the power to hire, discharge, discipline or to effectively recommend the same, managerial, executive, and employees whose functional responsibilities or knowledge in connection with issues involved in the collective negotiations process would make their inclusion in this unit incompatible with their official duties.

**B. Definitions**

**1. Teacher**

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all non-supervisory certificated personnel as defined in the unit above.

**2. Employee**

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

### 3. Temporaries

Temporary employees are defined as non-certified employees utilized to supplement existing staff. Substitutes are defined as individuals appointed to fill a position temporarily vacated by a regularly employed teaching staff member.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Procedure

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

#### B. Modification

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

#### C. Pendency of a Successor Agreement

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated in ARTICLE XXIII, unless a successor Agreement is incomplete or otherwise not agreed upon, in which case this Agreement shall be extended and controlling.

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

**A. Definitions**

For the purposes of this Agreement the term "grievance" for levels one through four hereinafter referred to as a Category I grievance shall be defined as follows:

A "grievance" is a claim by an employee or the Association based upon the interpretation or application of policies or administrative decisions and practices affecting an employee or a group of employees.

With respect to the level of binding arbitration hereinafter referred to as a Category II grievance the definition shall be strictly limited as follows:

The term "grievance" is defined as a complaint by any of the covered employees based upon an alleged violation of or violation from the provisions of this Agreement, or the interpretation or application thereof.

In both Category I and Category II the term "grievance" shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenure employee;
2. In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
3. In matters where the Board is without the authority to act;
4. In matters involving the sole and unlimited discretion of the Board;
5. In matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is prescribed under provisions of State Law.

The term "representative" shall include any organization, agency or person authorized or designated by the Association or by the Board to act on its or their behalf and to represent it or them. The term "aggrieved employee" or "aggrieved" shall mean any employee, group of employees or the Association.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District. The term "party" means an aggrieved, the aggrieved's immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

## B. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after the aggrieved would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

### Level 1

An employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally. The principal or immediate supervisor shall render an informal decision within ten (10) school days after the initial discussion.

### Level 2

If, as a result of the informal discussion, the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may formally file the grievance in writing with the principal within twenty (20) school days after the discussion at Level 1. The grievance in writing to the principal shall specify (a) the nature of the grievance; (b) whether it is claimed to be a Category I or Category II grievance, (c) the nature and extent of the injury, loss or inconvenience, and (d) the result of the previous discussions. The principal may, within ten (10) school days after the hearing, or, if no hearing is held, within twenty (20) school days after receipt of the grievance, respond to the grievance.

### Level 3

If the aggrieved is not satisfied with the disposition of the grievance at Level 2, or, if no decision has been rendered within twenty (20) school days after the grievance was delivered to the principal, the aggrieved may submit the grievance to the Association's Grievance Committee within five (5) school days after the written decision at Level 2 or twenty-five (25) school days after the grievance was delivered to the principal. Should the Association's Grievance Committee deem the grievance to be valid and meritorious, the chairperson of said committee shall, within five (5) school days after receiving the grievance, submit it to the Superintendent or the Superintendent's designee. Within ten (10) school days after receipt of the grievance, the Superintendent or the

Superintendent's designee may confer jointly or severally with the parties involved and shall within, ten (10) school days after such conferences, submit the written decision to the aggrieved and the Association's Grievance Committee, or, if no conference is held, the Superintendent or the Superintendent's designee shall issue a written decision within twenty (20) school days after receipt of the grievance.

#### Level 4

In the event the aggrieved is not satisfied with the determination of the grievance by the Superintendent, the aggrieved may request the Association's Grievance Committee to submit the grievance to the Board or to a committee designated by the Board. The grievance shall be submitted to the Board by the Association's Grievance Committee within fifteen (15) days after receipt of the decision of the Superintendent. The grievance shall set forth the elements contained in Level 2 together with all other prior decisions. If the aggrieved does not request a hearing the Board may consider the appeal of the written record submitted to it, or the Board may on its own conduct a hearing, or it may request the submission of additional material.

#### Level 5

In the event an aggrieved is dissatisfied with the determination of the Board, the aggrieved may request the Association's Grievance Committee, provided the grievance is a Category II grievance, to submit a formal demand for binding arbitration in accordance with the procedure hereinafter set forth. A request for such binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement. In the event that the matter of whether the grievance is a Category II grievance so as to proceed to binding arbitration is at issue between the parties, jurisdiction to resolve the issues rests solely with the arbitrator. Pursuant to the procedure described above, if the Association chooses to seek arbitration, it will file its demand with the Public Employment Relations Commission. The parties shall be bound by the rules and procedures of PERC. The arbitrator so selected shall confer with representatives of the Board and the Association's Grievance Committee and hold hearings promptly. The arbitrator shall issue the decision not later than twenty (20) days from the date of the closing of the hearing unless the time shall be extended by mutual consent. The arbitrator's decision shall be in writing. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by the New Jersey Constitution or State law. The decision of the arbitrator shall be submitted to the Board, the aggrieved, and the Association, and shall be binding upon the parties. The cost of the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board and the Association.

#### 5. Authority of Arbitrator

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The arbitrator shall not be governed by legal rules of evidence, but may receive any logical evidence

which the arbitrator may deem to have probative value. The decision of the arbitrator shall be final and binding upon the Board, the Association and all the employees.

6. Arbitrability

In the event the question of arbitrability of the grievance is raised between the parties, the matter shall be promptly determined by the arbitrator.

7. Rights of Employees to Representation

(a) Employees Represented by the Association

Any aggrieved employee or employees may be represented at all stages of the grievance procedure individually or by a representative selected or approved by the Association.

(b) Employees Not Represented by the Association

When an employee or employees are not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level 2 be notified that the grievance is in process, has the right to present, and state its position in writing at all meetings held with the employee, and shall receive a copy of all decisions.

8. Forms

Forms for filing grievances, serving notices, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

9. Group Grievances

If in the judgment of the Association's Grievance Committee a grievance is system-wide, and the Superintendent agrees that it is system-wide, the Association's Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 3. At least one employee's signature shall be affixed to a system-wide or building-wide grievance.

10. Meetings and Hearings

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

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

**A. Rights and Protection in Representation**

The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other organizational activities for mutual aid and protection as authorized by N.J.S.A. 34:13A-1 et seq. As a duly selected body exercising governmental power under the laws it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the membership in the Association and its affiliates, the participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to employees such rights as they may have under New Jersey School Laws or other applicable New Jersey or Federal Laws and Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those already provided by law.

**C. Required Meetings or Hearings**

1. Whenever an employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in the employee's office, position or employment or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview.

2. Whenever an employee is required to appear before a principal or other administrator for a formal evaluation conference, such employee shall have the privilege to adjourn the conference, if, after its commencement the employee believes that such conference could adversely affect the continuation of the employee in the employee's position, salary or salary increment. The purpose of such adjournment would be to provide the employee with an opportunity to obtain the services of a local representative to be present to counsel and advise the employee during such subsequent conference.

3. The principal or administrator, in the case of an adjournment, may request the presence of the Superintendent or the Superintendent's designee during the subsequent conference. It is understood and agreed that the privilege to adjourn the conference by the employee shall not be acquired until after the commencement of the original conference and the employee has determined that the conference is adversely affecting the employee's position,



salary, or salary increment. Arrangements for subsequent conference shall be made within three (3) working days after the adjournment.

**D. Association Identification**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**E. Just Cause**

No employee shall be disciplined without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Information

The Board agrees to make available for inspection and examination to the Association, in response to reasonable requests from time to time, all available public information concerning the educational program and the financial resources of the district, together with information or complaint. The Board agrees to make available to the President of the Association minutes of all Board meetings and names and addresses of all employees covered by this Agreement.

#### B. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Approval for the use of such buildings shall not be unreasonably withheld.

#### C. Use of School Equipment

The Association shall have the right to use school-owned facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall provide all materials and supplies incident to such use and pay the reasonable costs of any repairs as a result of said use.

#### D. Bulletin Boards

The Association shall have in each school building the exclusive use of an Association owned bulletin board in each employee lounge.

#### E. Mail Facilities

The Association shall have the right to use the school mailboxes in each building. The materials placed in such boxes shall be clearly identified as Association material.

#### F. Orientation Programs

The President of the Association or his designee shall have the right to speak and solicit membership in the Association at the orientation program for new employees. The Superintendent shall establish the agenda for such orientation program.

#### G. Exclusive Right

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

Agreement to employees or Association as such, the Association reserves the right to act for itself and any employee by committee or representative whether or not a unit member.

**H. Mutually Scheduled Proceedings**

Whenever any teacher or any representative of the Association and the Board, or any duly designated representative mutually schedule participation during working hours in negotiations or grievance proceedings, the teacher or Association representatives shall suffer no loss in pay.

**I. Association Time**

Effective September 1, 2000, the Association shall have one (1) duty free period per day per school in order to conduct Association/Board business, which, in the elementary schools, will not affect instructional time. In addition, the Association President shall have one (1) duty free period per day in order to conduct the same.

**J. Association Office**

The Board, when possible, shall provide office space for the Association President in his/her respective building.

**ARTICLE VI**  
**BOARD RIGHTS**

**A. Rights, Powers and Duties**

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey school laws and all other applicable laws and regulations. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

**B. Limitations**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey school laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

**C. Professional Relationships**

The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out that office, nor shall the Association or any of its members encourage or conduct a strike, impose sanctions or undertake any concerted activity which shall cause a slowdown or disruption of any of the operations and activities of the school system.

**D. Resolution of Disputes**

Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

**ARTICLE VII**

**NON-RELATED DUTIES**

A. At no time shall the Board or any agent thereof require any teacher to perform any duty to which appropriate non-certificated personnel may be assigned except as permitted by law.

B. At no time shall the Board or any agent thereof assign non-certificated personnel to any position for which an appropriate certificate of the New Jersey State Board of Examiners is required except as permitted by law.

**ARTICLE VIII**  
**EMPLOYMENT PROCEDURES**

**A. Teacher Certification**

The Board agrees to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment except as permitted by law.

**B. Placement on Salary Schedule**

Each employee shall be placed on the proper step of the salary schedule. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step, including longevity, for the following year.

**C. Initial Employment and Credit for Experience**

The placement on the salary guide for initial employment shall be at such point as may be agreed upon by the new employee and the Board. Credit up to the maximum step of any salary level on any salary schedule may be given for previous outside related experience upon initial employment. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

**D. Earned Vacation**

Upon retirement or resignation, earned vacation shall be paid to any employee who has earned said vacation in proportion of full months worked to the total contract year.

**E. Tenure**

Tenure rights shall be acquired for all employees after three (3) consecutive years of service and the commencement of the fourth year, or, the equivalent of more than three (3) years of service within a period of four (4) consecutive years.

**F. Notice**

All employees shall be notified of their contract and salary status, if available, for the ensuing year, as established by N.J.S.A. 18A:27-10.

## ARTICLE IX

### SALARIES

#### A. Teacher Salary Guide

1. The salary guide for all teachers is as set forth in Schedule A, which is attached hereto and made a part hereof.

2. The salary guide for all secretaries is as set forth in Schedule B, which is attached hereto and made a part hereof.

3. The salary guide for all custodians, maintenance personnel is as set forth in Schedule C, which is attached hereto and made a part hereof.

4. The salary guide for Paraprofessionals is as set forth in Schedule D, which is attached hereto and made a part hereof.

5. The salary guide for extra service (non-athletic) is as set forth in Schedule E, which is attached hereto and made a part hereof.

6. The salary guide for Coaches is as set forth in Schedule F, which is attached hereto and made a part hereof.

#### B. Pay Schedule

Employees engaged on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments to be received on or before the 15<sup>th</sup> and 30<sup>th</sup> of the month. A concerted effort will be made to deliver all checks prior to lunch hour.

When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

Ten (10) month employees shall receive their final checks on the employee's last working day in June, according to Board policy in relation to compensation.

#### C. Deductions

1. Employees may individually elect annually to have any designated dollar amount deducted from their monthly salary and applied to any savings and/or loan account with the Central Jersey Federal Credit Union.

2. Employees may individually elect annually to have a designated dollar amount deducted from their monthly salary and the monies then to be deposited in any tax shelter plan selected by the employee as disbursed through a single disbursing agent selected by the Association.



3. The depository and disbursing agent have been selected solely by the Association. The Association shall have no recourse to the Board for any disputes between an employee and the depository or disbursing agent.

**D. Increments**

Employment increments, i.e., a step up on the guide based on service or additional salary raises which may be authorized by the Board, are not automatic. Such increments and/or raises shall be awarded based upon satisfactory professional performance and approval by the Board. An appeal from withholding of an increment or raise of a teacher for non-disciplinary reason shall not be the subject of a grievance, but shall be processed in accordance with N.J.S.A. 18A:29-14, which provides that an appeal from the withholding of such increment shall be heard before the Commissioner of Education. Nothing in this Agreement shall be construed to mean that the Board has waived the right to withhold an increment except that no employee will have an increment withheld without just cause. Any such action shall be grievable and arbitrable pursuant to Article II of this Agreement, except for increment withholding for certificated employees for non-disciplinary reasons.

**E. Compensation for Curriculum Development Improvement**

**1. School Year**

Compensation for curriculum development or work conducted during the school year shall be in the form of release time and/or a stipend.

- A. Released time: Participants may be released from their instructional duties for a specific period of time.
- B. Stipend: A specific number of hours shall be assigned to a project by the administrative staff. Participants shall be paid at the hourly rate according to their educational qualifications as related to the teachers' salary schedule. The following rate applies:

| Year      | Project Hours | Rate    |
|-----------|---------------|---------|
| 2008-2009 | 1             | \$30.00 |

**2. Summer Months**

Compensation for curriculum development and/or improvement during the summer months shall be in the form of an hourly stipend in accordance with the hourly schedule enumerated above.

**F. Emergency Substitute Coverage**

Compensation for emergency substitute coverage after the individual teacher's cumulative weekly planning periods are reduced below five (5) per week, shall be as follows: \$30.00 per period in 2008-2009.

**G. Musical Instructor/Band Director**

The Musical Instructor/Band Director shall be paid on a ratio of 1.15 for assignments which include instruction, plus all related band activities after school, holiday and summer band program.

**H. Part Time**

Part time employment shall be prorated on the applicable schedule over full time employment of forty (40) hours.

**I. Paraprofessionals**

The salary guide for all Paraprofessionals is as set forth in Schedule D which is attached hereto and made a part hereof. Paraprofessionals holding an A.A. degree/Certification or paraprofessionals hired prior to July 1, 2009 who pass the Praxis Test shall receive an annual stipend of five hundred (\$500.00) dollars. Paraprofessionals holding a B.A. degree shall receive an annual stipend of one thousand dollars (\$1,000.00).

**J. TPAF or PERS Loans**

The Board will make available to each employee his/her TPAF or PERS identification number, and forms and instruction sheet relative to application for a loan from TPAF or PERS. The employee shall submit such application directly to TPAF or PERS. All requirements relative to the correctness and/or correctness of the form shall be the sole responsibility of the employee. The Board Business Office will not become involved in any manner at any stage of the processing of such forms.

**K. Payroll Deductions -- Enrollment**

The specific dates for enrollment in and changes relative to deductions for the following year shall be January 1<sup>st</sup> and July 1<sup>st</sup>.

- a. Hospitalization
- b. Tax Shelter
- c. Federal and State Income Tax

**L. LDTC**

The LDTC shall be compensated at a one point zero five (1.05) ratio of the applicable step and rate of the special education teacher guide.

**M. Assistant Band Director**

The Assistant Band Director shall be compensated at a one-point one (1.1) ratio of the applicable step and rate of the regular teacher guide.

**N. Social Worker**

The Social Worker shall be compensated at a one point zero five (1.05) ratio of the applicable step and rate of the Special Education Teacher Guide.

**O. School Psychologist**

The School Psychologist shall be compensated at a one point one zero (1.10) ratio of the applicable step and rate on the Special Education Teacher Guide.

**P. I&RS Committee**

Intervention and Referral Service Committees shall be established in all district schools. Committees shall consist of four (4) staff members per school with members appointed jointly by the Board and the Association. The Committees shall meet either before or after school and shall be compensated at a rate equal to the rate for curriculum development. The Committee shall meet at least one time per week and more, if needed and approved by the Building Principal.

**ARTICLE X**  
**EMPLOYEE ASSIGNMENTS**

**A. Notification**

All presently employed employees shall be given notice of their salary status (step and level) if available, for the forthcoming year not later than the date as established by N.J.S.A. 18A:27-10.

**B. Vacancies**

The Superintendent shall provide written notice of vacancies for all positions including custodians to the President of the Association or designees.

**C. Notice**

The Board shall, to the extent possible, prior to the close of the school in June, notify a staff member of their building assignment for the next school year. Such notification shall confer no vested interest in such assignment nor shall it in any way restrict or limit the Board from exercising managerial prerogatives relative to transfers.

**ARTICLE XI**  
**TEACHER EVALUATION**

**A. General Criteria**

1. All monitoring or observation of the work performance of a teacher shall be conducted openly. The use of audio systems or public address systems for teacher evaluation shall be prohibited

2. The teacher shall be evaluated by those persons designated by the Board in accordance with applicable law.

3. A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluators. The teacher is to receive a copy of this report at least one day before a follow-up conference. Only after the conference between the teacher and the evaluator (unless the teacher and evaluator mutually agree that a conference is not necessary) shall the report be submitted to the central office for placement in the teacher's file.

4. The teacher shall have the right to answer any material filed and the teacher's answer shall be attached to the file copy.

**B. Evaluation Procedure**

1. Non-tenure teachers shall be observed and evaluated in accordance with N.J.S.A. 18A:27-3.1 and N.J.A.C. 6:3-1.19. Tenure teachers shall also be formally evaluated in accordance with N.J.A.C. 6:3-1.21.

2. Evaluation reports shall, where weaknesses are noted, include suggestions for measures the teacher may take to improve the teacher's performance.

3. A teacher shall be entitled to a conference with the evaluator to discuss the teacher's evaluation report.

**C. Personnel Records**

**1. File**

All employees shall have the right, upon request, to review the contents of their personnel file and to receive copies at their own expense of any documents contained therein. Employee shall be entitled to have a representative of the Association accompany them during such review.

**2. Derogatory Material**

No material derogatory to a teacher's conduct, service, character or personality shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. Teachers shall acknowledge that they have had

the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Teachers shall also have the right to submit a written answer to such material and the teacher's answer shall be reviewed by the Superintendent or Superintendent's designee and attached to the file copy.

**3. No Separate File**

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

**4. Termination of Employment**

Final evaluation of a teacher upon termination of employment shall be concluded prior to severance and no documents and/or materials shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

## ARTICLE XII

### FAIR DISMISSAL PROCEDURE

#### A. Notification of Status

##### 1. Date

In accordance with the time lines established in N.J.S.A. 18A:27-10, the Board shall give to each non-tenure staff member continuously employed since the preceding September 30<sup>th</sup>, either;

- (a) A written offer of a contract for employment for the next succeeding year providing for a least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Association, or
- (b) A written notice that such employment shall not be offered.

##### 2. Reasons

Any non-tenure teacher who receives a notice of non-employment may, within fifteen (15) days thereafter in writing, request a statement of reasons for such non-employment from the Board which statement shall be furnished to the teacher within thirty (30) days after receipt of such written request.

##### 3. Procedure for Appearance of Non-Tenure Teaching Staff Members before the Board

The request for and the appearance shall be conducted in accordance with the provisions of N.J.A.C. 6:3-1.20 et seq.

##### 4. Failure to Comply

Should the Board fail to give a non-tenure teaching staff member either an offer of a contract for employment for the next succeeding year or a notice that such employment shall not be offered, all within the time and in the manner provided by this ARTICLE, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

#### B. Notification of Intention to Return

If the teacher desires to accept such employment, the teacher shall notify the Board of such acceptance, in writing, on or before June 1<sup>st</sup>, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

## ARTICLE XIII

### SPECIAL CLOTHING AND ANSWERING SERVICE

#### A. Special Clothing

The Board shall establish a four hundred dollar (\$400.00) account with a designated provider, for each Custodian/Maintenance/Groundskeeper employee. These monies shall be used to purchase shoes and pants/blue jeans, and two (2) short sleeve and two (2) long sleeve shirts. The Board shall also make rain weather gear available when and if needed.

#### B. Answering Service

The Board agrees to provide a 24-hour answering service for employees to report their unavailability for work. Once an employee has reported such unavailability, it shall be the obligation of the administration to arrange for job or class coverage.

#### C. Professional Development

The Administration in conjunction with the District Professional Development Committee shall provide twenty (20) hours of approved professional development for all staff with all seminars to be scheduled within the regular workday and within the regular work year.



## ARTICLE XIV

### TEMPORARY LEAVES OF ABSENCE

The Association and the Board agree that optimum conditions for learning and for the development of the students require the regular attendance of the teacher in charge, and that effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance of all employees. The following provisions are provided as safeguards against certain of the vicissitudes of life, and hence are a measure of security contributing to the peace of mind of all concerned. The Association agrees to cooperate with the Board in encouraging all employees to recognize and utilize these provisions only for this purpose, and also to assist the Board in discouraging any abuses of these benefits.

#### A. Personal Illness or Injury

Personal illness or injury is defined as absence because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or quarantine for such disease in the immediate household.

1. Each ten (10) month employee of the Board shall be entitled to ten (10) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.
2. Each eleven (11) and twelve (12) month employee of the Board shall be respectively entitled to eleven (11) and twelve (12) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.
3. In the event an employee has exhausted the annual sick leave, or if in addition to annual sick leave accumulated sick leave has also been exhausted, extended sick leave may be granted. Requests for such extended sick leave shall be considered only when submitted with a physician's certificate documenting the illness or injury. Each request will be decided on an individual basis. The term "substitute pay" as used in the provisions for extended sick leave, funeral leave, and absence for professional reasons shall mean the actual cost paid by the Board for the person substituting for the absent certified personnel and/or the absent non-certified personnel. The maximum length of an extended sick leave shall be ninety (90) workdays in any given school year.
4. When absence for personal illness exceeds four (4) consecutive days a physician's statement shall, upon request, be filed with the Secretary of the Board through the Principal and the Superintendent. Such statement shall certify the period of disability and include the dates of treatment, the diagnosis and the prognosis involved. In case of frequent or intermittent illness, the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician as well as require the employee to submit a statement from the attending physician.

5. All certified personnel employed on or before July 1, 1978 shall, upon TPAF retirement, receive ten (10%) percent of their last final annual salary plus twenty-five (25%) percent of their per diem rate for each day of accumulated sick leave which total amount shall not exceed fifty (50%) percent of their last final salary.

All certified personnel employed after July 1, 1978 shall, upon TPAF retirement, receive twenty-five (25%) percent of their per diem rate for each day of accumulated sick leave which total amount shall not exceed fifty (50%) percent of their last final salary.

All non-certified personnel employed on or before July 1, 1978, shall upon PERS retirement receive ten (10%) percent of their last final annual salary plus fifty (\$50.00) dollars per day for each day of accumulated sick leave which total amount shall not exceed fifty (50%) percent of their last final annual salary.

All non-certified personnel employed after July 1, 1978, shall upon PERS retirement receive fifty (\$50.00) dollars per day for each day of accumulated sick leave which total amount shall not exceed fifty (50%) percent of their final annual salary.

All certified personnel upon resignation shall receive twenty-five (25%) percent of their per diem rate for each day of accumulated sick leave which amount shall not exceed twenty-five (25%) percent of their last final salary.

All non-certified personnel upon resignation shall receive fifty (\$50.00) dollars for each day of accumulated sick leave which amount shall not exceed twenty-five (25%) percent of their last final salary.

6. Upon retirement employees may elect to have monies owed for accumulated sick leave paid in one total payment or in three (3) equal payments over a three (3) year period

#### B. Occupational Injury

Any employee injured in the performance of their duties shall within twenty-four (24) hours report such injury to their immediate supervisor. The report shall be in writing on a form supplied by the Board. An employee so injured shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual or accumulated sick leave. Any amount of salary or wages paid to the employee for the work connected injury shall be reduced by the amount of any worker's compensation award made for temporary disability.

### **C. Illness in Immediate Family**

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family, paid leave will be permitted up to a maximum of five (5) days in the fiscal year. This time will be charged against the sick leave provided in A.1, above.

### **D. Anticipated Disability Leaves**

1. Any employee who anticipates undergoing a state of disability, such as, but not limited to surgery, hospital confinement, medical treatment or pregnancy may apply for leave of absence upon said anticipated disability in accordance with provisions hereinafter set forth.

2. Any employee requiring a leave for reasons of an anticipated disability shall notify the Superintendent as soon as the condition which may result in the disability is known.

3. No employee with such a condition shall be removed from his/her regular duties during the period prior to his/her state of disability which occurs during the school year unless, as a result of such a condition, his/her performance has been substantially impaired or his/her health would be impaired if he/she were to continue his/her duties. However, the Board retains the right to set the start date and/or the return date for said leave in order to avoid interference with the administration of the schools, or with the education of its students.

4. The employee requesting leave under the provisions of Section D shall specify in writing the date on which the disability is anticipated to commence and terminate. Notice to the Superintendent shall be filed sixty (60) days prior to the commencement of such leave, unless such leave cannot be anticipated that far in advance, in which case, notice shall be given as soon as practicable.

The employee must also produce a certification from his/her physician stating the anticipated commencement and termination dates for said disability. In the case of a pregnancy, the physician shall state the anticipated due date of the child. In the event the Board disputes the length of the requested leave period, a request shall be made to the Middlesex County Medical Society for the appointment of an impartial physician whose findings and conclusions shall be binding upon both the Board and the employee.

5. If the physician's certificate provided by the employee or the report of the impartial physician does not support the length of requested leave period, the Board may deny such leave or modify the length of the time requested. If the physician's certificate produced by the employee or advice of the impartial physician supports the length of the requested leave period, the Board shall grant such leave, except if the granting would substantially interfere with the administration of the school. Upon granting of such leave, the term may be extended or reduced based upon medical reasons upon application by the employee to the Board for such extension or reduction. Such application shall be supported by a certificate of a physician. In the event of a dispute concerning the physician's certificate, the matter shall be referred to the Middlesex County Medical Society. With respect to the application for extension or reduction based upon medical reasons, such leave shall be extended or reduced provided it shall not interfere with the administration of the schools.

6. A non-tenured employee shall acquire no right to obtain an extension of such leave beyond the end of the contract year in which such leave is obtained. Further, such non-tenured employee shall have no right to return to his/her duties in the subsequent school year unless a contract has been offered by the Board and accepted by the employee in accordance with the appropriate statutes.

7. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any employee prior to the employee resuming his/her duties and assignment upon the termination of said leave. Such doctor's certificate shall certify that the employee is in all respects physically capable of discharging the full scope of his/her duties.

#### E. Child Rearing Leave

1. In the cases of the birth of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.

2. Applications for child rearing leave shall be made by the employee to the Superintendent at least sixty (60) days prior to the anticipated birth of the child.

3. Child rearing leave shall be granted to all employees upon request for a period of up to the end of the work year in which the birth of the child occurs. In the case of a tenured employee, such leave shall, upon the request of the employee, be extended for one (1) additional work year, provided application is made no later than March 1<sup>st</sup> of the prior work year, except in the case when the child is born after March 1<sup>st</sup>, the application shall be made no later than July 1<sup>st</sup>. The tenured employee shall not be permitted to return prior to the termination<sup>2</sup> of the requested leave time once it has been approved.

4. Any employee adopting a child shall be granted upon request, a child rearing leave which shall commence upon receiving a de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The employee shall notify the Superintendent as soon as application for adoption has been filed, together with a statement of the tentative date upon which de facto custody is to be received. The leave shall continue for the balance of that school year, if requested. In the case of a tenured employee, such leave shall, upon the request of the employee, be extended for one (1) additional work year. In the event a tenured employee wishes to return to the District, he/she shall notify the Superintendent not later than March 1<sup>st</sup> of the succeeding school year.

5. A teacher returning from an unpaid leave of absence under E.3. and E.4. above shall be placed in a position within the certification of such teacher.

6. The provisions of Section E shall not be deemed to impose on the Board any obligations to grant or extend a leave of absence to any non-tenured employee beyond the termination date of his or her contract.

7. No teacher on child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Carteret School District in the area of his/her certification. In addition, an employee shall not be denied or deprived of any benefits to which he/she would otherwise be entitled based solely on the fact that child rearing leave was obtained, except that

the Board shall not pay medical, dental, or pharmaceutical premiums after the exhaustion of the employee's entitlement to leave pursuant to the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. However, after the exhaustion of said entitlement, the Board shall at the employee's option at the time of such commencement of said leave, advance the premiums due for such coverage. The employee shall forthwith reimburse the Board for advancement of such premiums on a monthly basis.

8. Nothing above stated shall be construed to deny an employee expanded child rearing leave benefits, which may, in the future be mandated by law.

**F. Notice of Accumulated Sick Leave**

Employees shall upon request be given a written accounting of accumulated sick leave no later than September 30th of each school year.

**G. Funeral Leave**

1. An allowance of five (5) work days will be granted without loss of salary in the case of death in the immediate family, provided these days can be taken within ten (10) calendar days of the aforementioned death. Immediate family shall be defined as spouse, partner in a civil union, or an employee's: (1) parent; (2) step-parent; (3) grandparent; (4) parent-in-law; (5) child; (6) step-child; (7) sibling; or (8) any other relative who is a resident in the employee's household.

2. Leave of absence on the day of the funeral without loss of salary shall be allowed to employee in case of death of any employee's nephew, niece, uncle, aunt, cousin, brother-in-law or sister-in-law, who is not a member of the employee's immediate family as defined in paragraph 1 above.

3. In cases not covered by paragraph 1 or 2 above, in which attendance at a funeral is expected of or incumbent upon an employee, the employee may be permitted to attend. In all cases an amount equivalent to a substitute's pay shall be deducted from the teacher's daily salary. All other employees shall be paid at half their regular daily salary except in the case of an employee of the Board, the Association shall be allowed one (1) representative selected by the Association to attend said employee's funeral without loss of salary.

**H. School Visitation**

1. Teachers may request two (2) days' absence in each school year for the purpose of visiting other schools for observation, discussion and related professional interests. Request for such time must be in writing, recommended by the Principal and approved by the Superintendent. However, such absence may exceed two (2) days if, in the opinion of the Superintendent, such absence is in the best interest of the school system.

2. Teachers may request additional time to that provided in the preceding paragraph for purposes of attending professional education meetings or conventions. If granted, such leave shall be paid for at the teacher's regular rate, minus an amount equivalent to substitute's pay.

**I. Legal**

"Legal leave" is for time necessary for appearance in any legal proceeding related to the employment of an employee or in any other legal proceeding in which the employee is subpoenaed by law to attend, whether or not an employee is a party to the case. Employees shall promptly submit a copy of the subpoena to the Principal. If the employee is required to appear in a municipal court proceeding, such appearance shall, whenever possible, be scheduled in the evening. If no evening court session is available, such required attendance shall be charged to personal leave if the employee has personal leave days remaining. If no such days are available, the absence shall be charged as an excused absence without compensation.

**J. Good Cause**

Other temporary leaves may be granted by the Board pursuant to N.J.S.A. 18A:30-7. Any leaves granted under this clause may not be used as evidence of a past practice of the Board in any arbitration or other dispute between the Board and an employee or the Association.

**K. Personal Business**

1. Personal business is defined as any activity which requires the personal attention and physical presence of the employee at a time and place that necessitates absence from school. Three (3) days with reason may be allowed for personal business. Requests for said leave shall follow the established procedure and will not be allowed the day before or the day after a school holiday or any other day of personal leave.

2. Any and all unused personal business leave shall, at the end of each school year, be added to the employee's accumulated sick leave.

**L. Marriage**

Employees are not expected to request time off during the school year for purposes of marriage or wedding trips in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave of absence without pay may be granted by the Board.

**M. Twelve Month Employee Vacation and Holiday Schedule**

**1. Vacation Schedule**

| <b>Service Credit</b>                               | <b>Vacation</b> |
|---|-----------------|
| Less than six (6) months of employment              | None            |
| Six (6) months to one (1) year of employment        | One (1) week    |
| Two (2) years to seven (7) years of employment      | Two (2) weeks   |
| Eight (8) years to fifteen (15) years of employment | Three (3) weeks |
| Sixteen (16) years and more of employment           | Four (4) weeks  |

- (a) Vacations are not cumulative and they must be approved by the appropriate supervisor.
- (b) All vacations should be taken during the months of July and August. An employee may be permitted to take the vacation time during the school year with written consent. In the case of Board Office Personnel and custodians, written consent should be obtained from the Board's Secretary. All other employees shall obtain such written consent from the Superintendent of Schools.
- (c) "Years of employment" refers to fiscal years. The length of service for vacation time shall be computed from July 1<sup>st</sup> to June 30<sup>th</sup>. An employee who begins employment on or before January 1<sup>st</sup> of the fiscal year shall be given employment service credit for that fiscal year. An employee who begins employment after January 1<sup>st</sup> of a fiscal year shall receive no employment service credit for that fiscal year.

**2. Holiday Schedule**

- (a) In addition to the regular summer vacation, the following days shall be considered paid holidays:

Independence Day  
 Labor Day  
 Rosh Hashanah (if school is open, 2nd NJEA Convention day shall substitute)  
 Yom Kippur  
 Columbus Day  
 Presidential Election Day-General Election Day (when school is not in session)  
 Veteran's Day  
 Thanksgiving Day  
 Day after Thanksgiving - if there is no school on that day.  
 Day before Christmas  
 Christmas Day  
 Day before New Year  
 New Year's Day  
 Martin Luther King Day  
 Lincoln's Birthday  
 Washington's Birthday  
 Good Friday  
 Easter Monday  
 Memorial Day

- (b) In the event school is conducted for all or a portion of the day on which a holiday falls, corresponding time off shall be given on another day. The time off shall be approved by the Principal or other supervisor.

- (c) If a holiday falls on a Saturday or Sunday and is not celebrated on another school day, equal compensatory time shall be granted. The compensatory time shall be approved by the Superintendent, Principal or his designee.
- (d) Custodial staff may attend the NJEA Convention for one day with pay, providing proof of attendance is submitted.
- (e) Clerical and secretarial 12-month employees shall be granted two (2) days with pay for purposes of attending the N.J.E.A. Convention.

**N. Return From Unpaid Leave**

Except as otherwise required by law, any employee, who has been granted an unpaid leave and has returned from said leave, shall subsequently be ineligible for another unpaid leave for a time period equal to the length of the initial leave but in no event shall the ineligible period be greater than two (2) years.

**O. Years Of Service Maternity/Authorized Leave**

Paid authorized leaves of absence shall not be considered to be a break in computing consecutive years of service. All other authorized leaves of absence shall be considered for service credit in accordance with law.



## ARTICLE XV

### EXTENDED LEAVES OF ABSENCE

#### A. **Illness in Immediate Family**

An extended leave of absence without pay of up to one (1) year shall be granted to an employee for the purposes of caring for a sick member of the employee's immediate family. For the purposes of this section, immediate family shall be defined as spouse, partner in a civil union, child, parent, or parent of an employee's spouse or partner in a civil union. The employee shall be subject to the provisions of the Family Leave Act. Pursuant thereto "a sick member of the employee's immediate family" shall mean one suffering "a serious health condition" as defined by the Act.

#### B. **Military Leave**

Military leave without pay shall be granted to any employee in accordance with the applicable state and federal law.

#### C. **Return from Leave**

##### 1. **Salary**

Upon return from leave granted pursuant to Section B of this ARTICLE, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent.

##### 2. **Benefits**

All benefits which an employee had accrued at the commencement of the leave of absence commenced, including unused accumulated sick leave and credits sabbatical eligibility, shall be restored upon the employee's return and the employee shall be assigned to a position within the area of certification which the employee held at the time said leave commenced.

##### 3. **Return to Former Position**

All extended leaves of absence (including sabbatical and military) are made from the Carteret Public School System and not from a specific position therein, except by permission of the Board. No salary increments are earned on any leave, other than military or sabbatical.

##### 4. **Other Employment**

No leave of absence shall be granted for employment in another business or occupation. Except as otherwise provided by law, any employee on leave of absence who engages in their employment or self-employment, whether full time

or part time, without written consent of the Board, shall be deemed to have voluntarily terminated their employment.

**5. Length of Service**

Length of service, for the purpose of these provisions, is the amount of continuous service since date of last engagement by the Board.

**D. Extensions and Renewals**

All extensions or renewals of leaves shall be applied for in writing and may be granted by the Board pursuant to statute.

Except as otherwise required by law, any employee who has been granted an unpaid leave and has returned from said leave shall subsequently be ineligible for another unpaid leave for a time period equal to the length of the initial leave, but in no event shall the ineligible period be greater than two (2) years.

**ARTICLE XVI**  
**TUITION ASSISTANCE PROGRAM**

**A. Funding**

There will be available for the Tuition Assistance Program the following sums:

School Year 2008-2009      \$55,000.00

**B. Regulations**

**1. Personnel Eligible**

- (a) All full-time employees who have been employed by the Carteret Public Schools for more than one (1) year.
- (b) Non-Tenure Teachers
  - (1) When they have been reappointed for the following school year by the Board of Education, and
  - (2) When they have signed a contract signifying their return to the Carteret Public Schools the next year.
- (c) Beginning in the 2009-2010 school year, tuition assistance shall only be available to full-time tenured employees in the District. The Board and the Association agree that Article XVI.B.1(c) will not be subject to negotiations in the immediate successor agreement between the parties.

**2. Application Procedure**

- (a) The teacher must complete two (2) copies of the application form and submit them to the Superintendent's office for review and approval.
- (b) The Assistant Superintendent's office will inform the teacher whether the request is approved or disapproved. Upon completion of the course, employees shall submit a transcript to the Assistant Superintendent. At the conclusion of the academic year the monies available will be divided evenly on a per credit basis. Courses or programs with no college standing (i.e. secretary/maintenance) shall be considered on an individual basis with said decision to be made by the Superintendent after consultation with the Association.
- (c) Applications must be made by October 15 for the fall semester, by March 1 for the spring semester, and June 30 for the summer semester.

### 3. Approval Regulations

- (a) To be approved, the course/program must benefit both the employee and the Carteret School System. It must be related to the employee's performance in their present position or in an area designated and approved by the Board. A course/program, which in itself is not directly related to the employee's present position, may be approved if this course/program is part of a degree program and is necessary to complete the requirements of the degree. Such a degree program must have prior approval of the Superintendent of Schools and must be in a field related to the employee's present position or in an area designated and approved by the Board. Such areas are guidance and school administration for certified staff and A.A. or B.A. in education for paraprofessionals. Other degree programs will be evaluated on an individual basis.
- (b) Courses that will be approved are:
  - (1) Courses taken toward a Master's Degree in general education (elementary or secondary) or in a specific subject in which the staff member teaches (history, science, English, etc.)
  - (2) Courses taken for a Master's Degree in guidance and school administration or for certification in guidance or school administration.
  - (3) Approved courses for professional improvement beyond Master's level. The same restrictions previously cited apply.
  - (4) Courses taken for professional self-improvement in subject areas in which the applicant teaches, i.e., biology, chemistry, English, social studies, etc.
  - (5) Courses taken towards an A.A. or B.A. degree in education may be approved for paraprofessionals.
  - (6) Courses/programs may be approved for custodial, maintenance, and secretarial employees if said course/program will enhance the job performance of said employee and will help the employee make a greater contribution to the Carteret Public Schools.
- (c) A grade of "C" or better must be achieved for reimbursement program. In the case of a technical program, evidence of successful completion of said program shall be necessary for reimbursement.
- (d) Courses must be taken in an accredited college or university or technical school.
- (e) Courses taken cannot be repeated at the expense of the Board.

**4. Course Verification**

The employee will submit to the appropriate office evidence of successful completion of the course and the grade achieved within one (1) month after completion of the course. All grades must be submitted by June 30<sup>th</sup>.

**5. Reimbursement**

- (a) Reimbursement may be granted for a maximum of eighteen (18) credits at the State College rate but cannot at any time exceed the expenditure for the course/program.
- (b) All transcripts shall be submitted by June 15<sup>th</sup> of each academic year with checks to be distributed on July 15<sup>th</sup> following the academic year.
- (c) Employees shall not be reimbursed for courses/programs taken unless they complete the school year within which such tuition assistance was approved. In the event the employee has been approved for Tuition Assistance Reimbursement during a summer school program, he/she would be required to complete the succeeding school year before such reimbursement would be made. The reimbursement payment shall be made on July 15<sup>th</sup> following the completed academic year.
- (d) Beginning in the 2009-2010 school year, employees shall not be reimbursed for courses/programs taken unless they agree, in writing, that they are required to reimburse the Board 50% of the tuition reimbursement they are to receive in the event they fail to remain employed by the Board for one (1) year following the completion of the courses/programs for which they are receiving reimbursement. The Board and the Association agree that Article XVI.B.5(d) will not be subject to negotiations in the immediate successor agreement between the parties.

**ARTICLE XVII**  
**SABBATICAL LEAVE**

1. On the recommendation of the Superintendent, the Board may permit members of the teaching staff to take a Sabbatical Leave for the purpose of self-improvement and benefit to the school system through full time study in the field of teaching.
2. Such leaves shall be based on the semester calendar of the Carteret School System and may not exceed two (2) successive semesters.
3. Sabbatical Leaves shall be granted to a maximum of one (1%) percent of the teaching staff at any one time.
4. Requests for Sabbatical Leave must be received by the Superintendent no later than December 1, and action shall be taken on all such requests no later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.
5. To be eligible for such leave, the teacher must have completed at least seven (7) full consecutive school years of actual teaching service in the Carteret School District. A teacher may receive only one (1) Sabbatical Leave (either one semester or two successive semesters) during the teacher's employment.
6. A teacher on Sabbatical Leave shall be paid fifty (50%) percent of the salary rate which the teacher would have received if the teacher had remained on active duty. However, such salary shall be reduced by any figure which, when added to any stipend, grant, earnings or other remuneration that may be received from any source, would exceed the teacher's regular teaching salary during such period of absence.
7. Upon return from Sabbatical Leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence.
8. The teacher shall sign a two (2) year contract prior to the commencement of the Sabbatical Leave, which two (2) year service is to be fulfilled upon the return of the teacher from Sabbatical Leave. The contract shall not contain a mutual cancellation clause. Failure to fulfill this contract will give the Board just cause to request cancellation of the teaching certificate from the Commissioner of Education. In addition, the Board also reserves the right to seek a proportionate reimbursement of the monies paid the teacher while on Sabbatical Leave in the event the two (2) year contract is not fulfilled.

## ARTICLE XVIII

### HEALTH CARE, DENTAL AND PHARMACEUTICAL INSURANCE

#### A. Health Care Insurance

1. The Board shall contribute towards the costs of the health care insurance for all certified employees hired prior to January 1, 1997 in accordance with the following formula:
  - (a) Individuals employed by the district for the first year: Board to pay 50% of the cost;
  - (b) Individuals employed by the district for the second year: Board to pay 50% of the cost;
  - (c) Individuals employed by the district for the third year: Board to pay 75% of the cost;
  - (d) Individuals employed by the district for the fourth year: Board to pay 100% of the cost.
2. The Board shall contribute towards the costs of the health care insurance for all certified employees hired after January 1, 1997 and prior to June 30, 2005 in accordance with the following formula:
  - (a) Individuals enrolled in the plan for the first year: Board to pay 50% of the cost;
  - (b) Individuals enrolled in the plan for the second year: Board to pay 50% of the cost;
  - (c) Individuals enrolled in the plan for the third year: Board to pay 75% of the cost;
  - (d) Individuals enrolled in the plan for the fourth year: Board to pay 100% of the cost.
3. The Board shall contribute toward the cost of the health care insurance for all certified employees hired after July 1, 2005 in accordance with the following formula:
  - (a) Individuals enrolled in the plan for the first five (5) years of enrollment: Board to pay 75% of the cost.
  - (b) Individuals enrolled in the plan for the sixth (6<sup>th</sup>) year of enrollment: Board to pay 100% of the cost.

4. The Board shall contribute one hundred percent (100%), towards the cost of the health care insurance upon the first year of enrollment in the plan for all support staff hired prior to January 1, 1997.
5. The Board shall contribute towards the cost of the health care insurance for all non-certified employees (support staff) hired after January 1, 1997 and prior to June 30, 2005 in accordance with the following formula:
  - (a) Individuals enrolled in the plan for the first year: Board to pay 75% of the cost;
  - (b) Individuals enrolled in the plan for the second year: Board to pay 75% of the cost;
  - (c) Individuals enrolled in the plan for the third year: Board to pay 90% of the cost;
  - (d) Individuals enrolled in the plan for the fourth year: Board to pay 100% of the cost.
6. The Board shall contribute toward the cost of the health care insurance for all non-certified employees (support staff) hired after July 1, 2005 in accordance with the following formula:
  - (a) Individuals enrolled in the plan for the first three (3) years of enrollment: Board to pay 80% of the cost.
  - (b) Individuals enrolled in the plan for the fourth (4<sup>th</sup>) year of enrollment: Board to pay 100% of the cost.
7. The coverage shall be in accordance with the terms of the policy and shall include major medical coverage of one million (\$1,000,000) dollars and a major medical deductible of two hundred (\$200) dollars and shall also contain a pre-certification clause requiring pre-certification prior to hospital admission. A copy of the policy shall be annexed to the Master Agreement between the parties.
8. With respect to health benefits, substitute carrier for health, dental and prescription drug coverage effective 11/01/90 with identical benefits as follows:

**Inpatient mental/nervous coverage will be R and C (reasonable and customary) in full for thirty (30) days per year, sixty (60) days lifetime, and thereafter per major medical with co-pay and deductible subject to a \$50,000 annual cap, \$100,000 lifetime cap (these applicable this benefit only).**
9. Effective on or about January 1, 2000, the Association agrees to enroll all employees in the Horizon Blue Cross/Blue Shield Bluecard PPO while eliminating Traditional Indemnity coverage with the following modifications:



- (1) Well care be included in coverage;
- (2) Short-term therapies upgraded to equal current coverage.

**B. Pharmaceutical Insurance**

The Board during the term of this Agreement shall obtain and pay for pharmaceutical insurance plan, a copy of which plan is annexed to the Master Agreement between the parties.

All employees shall pay a five dollar (\$5.00) co-pay for each generic prescription and a (\$10.00) co-pay for each name brand prescription.

**C. Dental Insurance**

The Board shall pay the premiums for a dental insurance plan to cover employees and their dependents. Said plan shall include a deductible of fifty (\$50.00) dollars per person with a maximum of one hundred and fifty (\$150.00) dollars per family.

**D. Medical Reimbursement**

The Board will provide to each staff member the necessary forms for medical reimbursement as well as an instruction sheet. Employees shall then submit such forms directly to the medical insurance carrier. All requirements relating to the completeness and/or correctness of the forms shall be the sole responsibility of the employee. The Board Business Office will not become involved in any manner at any stage of the processing of such forms.

**E. Opt Out Option for Medical, Prescription, and Dental**

Beginning in the 2009-2010 school year, employees will have the option to opt out of medical, prescription and dental plans. Each employee will be compensated thirty (30) percent of the annual premium to be paid by the District. The reimbursement will be prorated over a period of ten (10) months through payroll.

The opt out option must be exercised by July 1<sup>st</sup> of the school year and shall continue for the entire school year, except as provided below. Once selected, the opt out option will continue from one school year to the next, unless the employee revokes the opt out option in writing by July 1<sup>st</sup> of the next school year.

In the case of a life-changing event (retirement of Spouse, Divorce, Death of Spouse, Termination of Employment of Spouse), the employee will be enrolled in medical, prescription, and dental plans immediately, if the employee so requests.

The Board and the Association agree that Article XVIII.E. will not be subject to negotiations in the immediate successor agreement between the parties with regard to the compensation to be provided to employees who opt out of medical, prescription and dental plans.

**F. IRS Section 125 Flexible Spending Plan (FSA)**

Pursuant to the Internal Revenue Service (IRS), employees can participate in the FSA.

**G. Retirement Benefit**

1. All employees who retire under T.P.A.F. or P.E.R.S. may continue in the hospitalization and major medical plan paid in full by the Board based on the following schedule:

--- One month insurance for each accumulated sick day.

--- Two months supplemental insurance (age 65) for each accumulated sick day.

When an employee has exhausted his/her health insurance credit he/she will be able to purchase this insurance from the Board at the current rate.

The ability of retirees to purchase medical insurance through the use of accumulated sick days shall be limited to individuals hired prior to August 1, 2003.

2. Employees, who opt to receive insurance coverage under the schedule outlined in Section One, shall not receive monetary compensation for accumulated sick days.

**H. Life Insurance**

The current co-pay life insurance policy of two thousand (\$2,000) dollars shall be increased to five thousand (\$5,000) dollars co-pay.

## ARTICLE XIX

### DEDUCTION FROM SALARY

#### A. Association Payroll Dues Deduction

The Board agrees to deduct the salaries of its teachers dues for the United Teaching Professional which includes Carteret Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. The Board agrees to deduct from the salaries of all employees, except teachers, those dues for the above enumerated Associations which the employee desires to join. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Carteret Education Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations.

#### B. Certification of Dues

Each of the Associations named above shall certify to the Board, in writing, by September 1<sup>st</sup> of each year, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### C. Additional Authorizations

Additional authorizations for dues deduction may be received after August 1<sup>st</sup> under rules established by the State Department of Education.

#### D. Procedure for Withdrawal

The filing of notice of any employee's withdrawal shall be prior to July 1<sup>st</sup> or January 1<sup>st</sup> and becomes effective to halt deductions as of the respective July 1<sup>st</sup> or January 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed.

#### E. Representative Fee

##### 1. Purposes of Fee

If any employee identified in ARTICLE I, Section A. of this Agreement is not a member of the Association during the term of this Agreement, said employee will be required to pay a representative fee to the Association pursuant to the provisions of Chapter 477, P.L. 1979. The Board will deduct said fee from the salaries of such employees in accordance with provisions set forth below.

**2. Amount of Fee**

Prior to the deduction of any representation fee hereunder, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for said year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount

**3. Deduction and Transmission of Fee**

The Association will submit to the Board a list of those employees who are not members of the Association for the above period. The Board will deduct the representation fee from the salaries of such employees and transmit such fee to the Association in the same manner used for the deduction and transmission of regular membership dues to the Association as set forth in ARTICLE XIX, Section A. of this Agreement thirty (30) days after such employees begin their employment in a bargaining unit position. The Association will notify the Board in writing of any changes in the list of non-members and/or the amount of representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice. On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a position identified in ARTICLE I, Section A. of this Agreement during the preceding thirty (30) day period. The list will include names, job titles and dates of employment of all such employees.

**4. Indemnification and Save-Harmless Provision**

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

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

It is expressly understood that the Agreement on the part of the Association to indemnify and hold the Board harmless will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

**5. Membership Availability and Demand and Return System**

Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with requirements of Section 2 (c) and 3 of Chapter 477, P.L. 1979.

ARTICLE XX

SCHOOL CALENDAR/WORK YEAR

A. School Calendar

The Superintendent shall advise the President of the Association of the next year's school calendar prior to making recommendations to the Board for adoption.

B. Work Year

1. The in-school work year for teachers and paraprofessionals shall not exceed one hundred eighty-five (185) days, three (3) days of which shall not be student contact workshop days. Workshop days shall be six (6) hours in duration including one (1) hour for lunch.

2. Administration may call two (2) after school meetings per month. These meetings shall not extend more than thirty (30) minutes beyond the normal sign-out time. When possible, two (2) days' notice shall be provided for regularly scheduled meetings. Meetings shall not be scheduled on Fridays or on the day before an extended holiday session. These provisions may be waived for emergency conditions.

3. All certified employees shall be required to attend two (2) open house sessions (one in the Fall and one in the Spring). In the event the employee is required to attend more than two (2) open house sessions, the employee shall be compensated at the hourly rate established for class coverage.

4. 11-month and 12-month secretaries shall receive one additional summer vacation day for each snow day not utilized.

5. Work Day

(a) Regular Time Schedule

| <u>Facility</u>            | <u>Sign-In</u> | <u>Sign-Out</u> |
|----------------------------|----------------|-----------------|
| High School                | 7:50 a.m.      | 2:41 p.m.       |
| Middle School              | 8:05 a.m.      | 3:00 p.m.       |
| Columbus/Minue/Nathan Hale | 8:25 a.m.      | 2:55 p.m.       |

(b) Beginning in the 2009-2010 school year, the sign-in time for the High School shall be 7:44 a.m. and the sign-out time for the High School shall be 2:47 p.m. The Board and the Association agree that Article XX.B.5(b) will not be subject to negotiations in the immediate successor agreement between the parties.

6. Custodial/Maintenance

The Board may designate one (1) employee only to work a Tuesday through Saturday custodial work week. This position shall be in the High School only with such shift to begin between 6:00 a.m. and 8:00 a.m. and to end between 2:00 p.m. and 4:00 p.m. Assignment shall be on a voluntary basis and if no volunteers are forthcoming, then said assignment shall be by seniority.

7. Child Study Team Members

Child Study Team members shall be required to work two (2) days prior to the start of the school year and three (3) days after the end of the school year.

## ARTICLE XXI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than March 30<sup>th</sup> of each school year, the Superintendent shall request that teachers who desire a change in grade and/or subject assignment file a written statement with the Superintendent requesting such change in assignment. The Superintendent shall inform, as soon as practicable, each teacher of the decision regarding the request, in writing.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Superintendent. If a teacher's request for transfer has been denied, a renewed or subsequent request for transfer may be made in the following school year. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be based upon the recommendation of the Superintendent as confirmed by the Board.
- C. The determination as to a transfer or reassignment shall not be the subject of a grievance.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

#### A. Nondiscrimination

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, reappointment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile, or marital status.

#### B. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. If any other policy contains any language inconsistent with this Agreement, this Agreement shall be controlling.

#### C. Severability

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 other provisions or applications shall continue in full force and effect.

#### D. Compliance Between Individual Contract and Master Agreement

Whether or not reduced to writing, any individual agreement between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual agreement implies any understanding inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### E. Notice

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 hand delivery or certified mail at the following addresses:

1. If by Association, to Board Office.
2. If by Board, to Association at the school or home of the President, whichever is appropriate.

#### F. Daily Rate of Pay

For the purposes of this Agreement, the daily rate of pay for an employee shall be computed as  $1/200^{\text{th}}$  of the annual salary in the case of a ten (10) month employee;  $1/220^{\text{th}}$  for an



eleven (11) month employee; and 1/240<sup>th</sup> for a twelve (12) month employee. Notwithstanding the foregoing, this daily rate of pay shall comply with N.J.S.A. Title 18A and N.J.A.C. Title 6 and 6A.

**G. Conformity with N.J.S.A. 34:13A-1 et seq.**

The parties acknowledge and agree that proposed new terms and conditions of employment as such terms and conditions of employment have already been defined by the courts of this state, or as may in the future be defined by PERC or the courts of this state, shall be negotiated with the Association before they are established. In addition, modifications of existing terms and conditions of employment already defined or to be defined as above shall be negotiated with the Association before they are established.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II.

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 seal to be placed hereon all on the day and year first above written.

CARTERET EDUCATION  
ASSOCIATION

BOARD OF EDUCATION  
BOROUGH OF CARTERET

By: *Jacqueline Lygate*  
Jacqueline Lygate, President

By: *Dennis Cherepski*  
Dennis Cherepski, President

11-17-09  
Date

11-16-09  
Date

WITNESS:

ATTEST:

By: *John Nartowicz*  
John Nartowicz, Secretary

By: *Nilkanth Patel*  
Nilkanth Patel, Secretary

11/17/09  
Date

11-16-09  
Date

**Schedule A: Regular Teacher Basic Salary Guide**

| Step    | 2008-2009 |
|---------|-----------|
| 1       | \$43,165  |
| 2       | \$43,824  |
| 3       | \$44,595  |
| 4       | \$45,868  |
| 5       | \$46,996  |
| 6       | \$48,259  |
| 7       | \$49,398  |
| 8       | \$50,683  |
| 9       | \$55,385  |
| 10      | \$63,496  |
| **10A** | \$67,673  |
| 11      | \$71,863  |
| **11A** | \$76,342  |
| 12      | \$80,845  |

\*\*A\*\* steps only apply to those hired after 7/31/03

Add the following to the appropriate level and step:

**Ratios (All ratios are to be applied to the Basic Salary Guide)**

1.05 for coordinators (11 months)

1.10 for staff members on 11 month assignments

(does not include summer school or special summer assignments)

1.15 for Music Instructor/Band Director HS (11 months)

**Extra Degree\***

|                |           |                |             |
|----------------|-----------|----------------|-------------|
| <u>BA + 21</u> | <u>MA</u> | <u>MA + 21</u> | <u>Doct</u> |
| \$1,000        | \$2,000   | \$3,000        | \$5,000     |

Beginning in the 2009-2010 school year, National Board Certified teachers shall receive an additional \$2,500 per year. The Board and the Association agree that the foregoing

sentence will not be subject to negotiations in the immediate successor agreement between the parties.

Special Education: \$1,000 (if hired prior to October 25, 1999)

**Longevity (stipends will be added after the ratio has been applied)**

Beginning of year 21: \$2,000

Beginning of year 26: \$4,000

#### **Coordinators**

Coordinators hired after July 1, 1990 shall receive a ratio of 1.05 for 10 months. Beginning in the 2009-2010 school year, all coordinators are required to work through to June 30<sup>th</sup> of each school year. The Board and the Association agree that the requirement that beginning in the 2009-2010 school year, all coordinators must work through to June 30<sup>th</sup> of each school year will not be subject to negotiations in the immediate successor agreement between the parties.

#### **Summer Employment**

Employees who work during the summer months shall be compensated at a daily rate of 1/200 of their appropriate step and guide (other than summer school)

**Schedule B: Secretary 11 Months**

| Step | 2008-2009 |
|------|-----------|
| 1    | \$28,955  |
| 2    | \$31,290  |
| 3    | \$33,636  |
| 4    | \$38,127  |
| 5    | \$40,662  |
| 6    | \$45,511  |

**Add the following to the appropriate level and step:**

**12 Month Secretary**  
12% of the 11 month guide

**System Operator**  
20% of the 11 month guide

**Extra Degree**  
AA    BA  
\$500   \$1,000

**Longevity**  
Beginning of year 11: \$500  
Beginning of year 16: \$1,000

**Schedule C: Custodian**

| <b>Step</b> | <b>2008-2009</b> |
|-------------|------------------|
| 1           | \$30,597         |
| 2           | \$31,983         |
| 3           | \$34,005         |
| 4           | \$40,215         |
| 5           | \$44,169         |
| 6           | \$47,331         |
| 7           | \$53,219         |

**Add the following to the appropriate level and step:**

**Foreman**  
\$5,500

**General Maintenance/Stock Room Clerk**  
\$5,000

**Groundskeeper**  
\$2,000

**Licensed Pesticide Officer**  
\$1,500

**Black Seal License**  
\$250

**Longevity**  
Beginning of year 11: \$500  
Beginning of year 16: \$1,000

**Snow Days:**

When a custodian is called by the chief custodian for snow removal on days after his normal working hours, he shall be paid time and one-half for a minimum of three (3) hours after reporting for work. Such monies are to be paid only when called on such days by the Manager of Buildings & Grounds.

When a custodian is called to work, he shall be paid a minimum of two (2) hours pay at the applicable rate.

**Schedule D: Paraprofessionals**

| Step | 2008-2009 |
|------|-----------|
| 1    | \$23,034  |
| 2    | \$25,045  |
| 3    | \$27,090  |
| 4    | \$31,591  |

**Add the following to the appropriate level and step:**

**Extra Degree**  
AA/Certification/Pass Praxis  
\$500

BA  
\$1,000

Paraprofessionals hired subsequent to June 30, 2009 shall not receive the \$500 stipend noted above for passing the Praxis. The Board and the Association agree that the foregoing sentence will not be subject to negotiations in the immediate successor agreement between the parties.

**Longevity**  
Beginning of year 11: \$500  
Beginning of year 16: \$1,000

**Schedule E: Extra Pay for Extra Services**

| <b>Position</b>                    | <b>2008-2009</b> |
|------------------------------------|------------------|
| Academic Advisor                   | 1,794            |
| Choral Advisor (Elementary)        | 2,500            |
| Drill Team Advisor                 | 2,500            |
| Freshman Advisors                  | 1,424            |
| Sophomore Advisors                 | 2,234            |
| Junior Advisors                    | 2,535            |
| Senior Advisors                    | 3,149            |
| Faculty Treasurer                  | 7,756            |
| Forensics                          | 2,223            |
| FBLA                               | 2,975            |
| FTA                                | 1,945            |
| Honor Society                      | 1,945            |
| Literary Magazine                  | 2,257            |
| Newspaper                          | 3,797            |
| Play Director                      | 4,306            |
| SADD Advisor                       | 1,713            |
| Student Council                    | 2,535            |
| Student Council (Middle School)    | 2,026            |
| Student Council (Elementary)       | 1,528            |
| Twirler Coach                      | 2,535            |
| Yearbook, Literary                 | 4,040            |
| Yearbook, Business                 | 2,535            |
| Yearbook, Literary (Middle School) | 3,149            |
| Yearbook, Business (Middle School) | 2,026            |
| Yearbook (Elementary)              | 1,528            |

\*\* Extra curricular positions receiving a stipend under this salary guide cannot be further compensated with additional duty free periods.



**Schedule F: Coaches Salary Guide**

| <b>Position</b>               | <b>2008-2009</b> |
|-------------------------------|------------------|
| Baseball Head Coach           | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Asst. Level II                | \$3,891          |
| Basketball Head Coach         | \$6,890          |
| Asst. Level I                 | \$5,167          |
| Asst. Level II                | \$4,134          |
| Elementary                    | \$3,445          |
| Bowling                       | \$6,079          |
| Cheerleader/Fall              | \$3,242          |
| Cheerleader/Winter            | \$3,242          |
| Elementary Intramural         | \$1,621          |
| Football Head Coach           | \$8,106          |
| Asst. Level I                 | \$6,079          |
| Asst. Level II                | \$4,863          |
| Elementary                    | \$4,053          |
| Golf                          | \$6,079          |
| Soccer Head Coach             | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Asst. Level II                | \$3,851          |
| Softball Head Coach           | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Asst. Level II                | \$3,891          |
| Step Fire                     | \$3,242          |
| Strength Coach/Fall           | \$3,242          |
| <b>Strength</b> Coach/Winter  | \$3,242          |
| Strength Coach/Spring         | \$3,242          |
| Tennis Girls                  | \$6,079          |
| Tennis Boys                   | \$6,079          |
| X-Country Girls               | \$6,079          |
| X-Country Boys                | \$6,079          |
| Winter Track Head Coach       | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Spring Track Girls Head Coach | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Spring Track Boys Head Coach  | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Trainer Head/Fall             | \$6,079          |
| Trainer Head/Winter           | \$5,674          |
| <b>Trainer Head/Spring</b>    | <b>\$5,674</b>   |
| Asst. Trainer                 | \$5,269          |
| Wrestling Head Coach          | \$6,485          |
| Asst. Level I                 | \$4,863          |
| Asst. Level II                | \$3,891          |
| Elementary                    | \$3,242          |

The base salary shall be 10.25% of the B.A. maximum with respective head coaches receiving the following ratio:

|               |      |                    |     |
|---------------|------|--------------------|-----|
| Football      | 100% | Tennis             | 75% |
| Basketball    | 85%  | Trainer/Fall       | 75% |
| Baseball      | 80%  | Trainer/Winter     | 70% |
| Softball      | 80%  | Trainer/Spring     | 70% |
| Soccer        | 80%  | Cheerleader/Fall   | 40% |
| Spring Track  | 80%  | Cheerleader/Winter | 40% |
| Wrestling     | 80%  | Strength Coach     | 40% |
| Winter Track  | 80%  | Step Fire Coach    | 40% |
| Bowling       | 75%  | Elem Intramural    | 20% |
| Cross Country | 75%  |                    |     |
| Golf          | 75%  |                    |     |

Assistant coaches to receive a ratio of the head coaches salary of their respective sport:

|                    |     |
|--------------------|-----|
| Assistant Level I  | 75% |
| Assistant Level II | 60% |
| Elementary         | 50% |

Level II Assistant Coaches:

After serving 5 years in a particular sport, shall in their 6<sup>th</sup> year move to Level I.

All coaches shall be paid their stipend in (2) equal payments as follow:

|        |                          |               |
|--------|--------------------------|---------------|
| Fall   | October 15 <sup>th</sup> | End of Season |
| Winter | January 15 <sup>th</sup> | End of Season |
| Spring | April 15 <sup>th</sup>   | End of Season |

#### **Schedule G: Health Plan**

- A. The master policy shall continue including the following benefits:
1. The maternity benefits under the present policy including the U.C.R program.
  2. The surgical expense benefits under the present policy including the U.C.R. program.

#### **Schedule H: Pharmaceutical Plan**

- A. The Board pharmaceutical charge plate plan for all employees covered by the Board's medical plan shall continue.

Deductible: \$5.00 per person per generic prescription for all employees, and \$10.00 per person per brand name prescription.

#### **Schedule I: Dental Plan**

- A. The Reasonable and Customary (unscheduled) Dental Plan obtained by the Board shall continue in effect. The plan includes a \$750 per individual per lifetime orthodontic maximum benefit and a \$1,000 per individual per year maximum benefit for all services.

Deductible: There is a \$50.00 per person deductible per calendar year with no more than \$150.00 per family per year.