# **NEGOTIATED AGREEMENT**

## BETWEEN THE

# SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION, INC. (SHREA)

## AND THE

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

2003-2004

2004-2005

2005-2006

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## TABLE OF CONTENTS

<u>ARTICLE</u>	TITLE	<u>PAGE</u>
I.	Recognition	1
II.	Negotiations	2
III.	Grievance Procedure	4
IV.	Teacher Rights	9
· V.	Association Rights & Privileges	11
VI.	School Calendar	12
VII.	Teaching Hours, Teaching Load & Specialists	13
VIII.	Non-Teaching Duties	17
IX.	Teacher Employment	18
X.	Salaries	19
XI.	Teacher Assignment	21
XII.	Voluntary Transfers & Reassignments	22
XIII.	Involuntary Transfers & Reassignments	23
XIV.	Promotions	24
XV.	Home Teaching & Federal Programs	26
XVI.	Teacher Evaluation	27
XVII.	Teacher Facilities	29
XVIII.	Sick Leave	30
XIX.	Temporary Leaves of Absence	32
XX.	Extended Leaves of Absence	34
XXI.	Substitutes	39
XXII.	Professional Development & Educational Improvement	41
XXIII.	Educational Council	44
XXIV.	Insurance Protection	46
XXV.	Personal & Academic Freedom	48
XXVI.	Books & Other Instructional Materials & Supplies	49
XXVII.	Deductions from Salary	50
XXVIII.	Secretaries	52
XXIX.	Protection of Teachers, Students & Property	55
XXX.	Maintenance of Classroom Control & Discipline	56
XXXI.	Miscellaneous Provisions	57
XXXII.	Board Rights	58
XXXIII.	Duration of Agreement	59
	Letter of Understanding	60
SALARY SCHI	<u>EDULES</u>	
Α.	Teachers' Advancement Chart	61
В.	Teachers' Salary Guides-Schedule A	62
C.	Secretaries' Salary Guide-Schedule B	65
D.	Department Chairperson's Salary Guide-Schedule C	66
E.	Extra-Curricular Compensation-Schedule D	67

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### ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of Teachers, Guidance Counselors, School Nurses, Librarians, Secretaries, Child Study Team personnel and other such personnel for whom representation may be established, pursuant to and in compliance with Chapter 303, New Jersey Public Laws of 1968, but excluding Superintendent, Business Administrator/Board of Education Secretary, Principal, Assistant Principal/Director of Athletics, Director of Pupil Personnel Services, Secretary to the Business Administrator/Board Secretary, Secretary to the Superintendent, Bus Drivers, Custodians, Cafeteria Staff, and all other employees of the Board.

### **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the timetable to agree with recent legislation passed under Chapter 123, Public Law 1974, preceding the calendar year in which this Agreement expires.
- B. Designated representatives of the Board and the Association shall meet at mutually agreed times for regular negotiations sessions for a period not to exceed three hours unless mutually agreed upon by both parties. This time would not apply to arbitrators, fact finders, etc. The meetings would be for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach a mutually agreed upon contract. Both parties shall furnish each other, upon reasonable request, all available public information pertinent to the issue under consideration. When agreement is reached, covering the areas being negotiated, the proposed Agreement shall be reduced to writing and submitted to the Board and the Association for ratification.
- C. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and the Association for approval.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.
- F. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### **ARTICLE III**

### **GRIEVANCE PROCEDURE**

### A. Definitions

- A "grievance" is a claim based upon an event or condition, which affects the
  welfare and/or terms and conditions of employment of a teacher or group of
  teachers and/or the interpretation, meaning or application of any of the provisions
  of this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not consistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### B. Procedure

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practical.

#### 2. Level One

A teacher with a grievance shall first discuss it with the Principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

#### 3. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

### 4. Level Three

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, s/he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, refer the grievance, either directly or through the PR&R Committee, to the Board of Education.

b) The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board within five (5) school days from the date of request for review.

### 5. Level Four

The Board shall review the grievance and shall at the option of the Board, or upon request of the teacher, grant an (informal) appearance by the teacher and render a decision in writing with supporting reasons within three (3) working days after the next scheduled Board of Education meeting.

#### 6. Level Five

- a) If the matter is not satisfactorily resolved at Level Three within fifteen (15) school days after having been submitted thereto, the Association may, within fifteen (15) school days thereafter, serve notice on the Superintendent that is proceeding to arbitration, provided however, that only those disputes which arise out of a claim concerning the interpretation, meaning or application of the provisions of this Agreement shall be subject to arbitration.
- b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree on upon a mutually acceptable Arbitrator and shall obtain a commitment within the specified periods, a request for a list of Arbitrators may be made to the Public Employees Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an Arbitrator.

- and the PR&R Committee and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which will add to or subtract from or modify the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d) The costs for the services of the Arbitrator shall be borne by the Board and the Association equally. Any other expenses incurred shall be paid by the party incurring same.

#### C. Rights of Teachers to Representation

- Any aggrieved person may be represented at all stages of the grievance procedure
  by his/herself, or at his/her option, by a representative selected or approved by the
  Association. When a teacher is not represented by the Association, the
  Association shall have the right to be present and to state its views at all stages of
  the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any building representative, any

member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

### D. Miscellaneous

- 1. If, in the judgment of the PR&R Committee a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 2. Forms for filing grievances, serving notices, taking appeals, 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.
- 3. 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 elected representatives, heretofore referred to in this ARTICLE.

### **ARTICLE IV**

### **TEACHER RIGHTS**

- A. Pursuant to Title 34: 13A-1 et seq., the parties hereby recognize that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such activity.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as s/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No covered employee shall be disciplined or deprived of status or benefit 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. The dismissal of a non-tenured teacher, however, shall not be a grievable subject beyond Level Four provided the evaluation procedure herein set forth has been followed.
- D. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining hereto, then s/he shall be given prior written notice of the reasons for such meeting or interview and shall, at his/her discretion, be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting or interview. A suspended employee shall not be

deprived of pay for a total of more than ninety (90) days pending disposition of the matter through grievance and arbitration channels or through prescribed legal procedures. If the Board's action is upheld, any payment made to said employee in excess of that allowed by the final disposition shall be repaid to the Board by the employee.

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

### ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, upon request, agendas and minutes of all public Board meetings, plus annual financial reports, audits, and names and addresses of employees in the unit.
- B. The Association shall have, in the school building, the exclusive use of a bulletin board in the faculty lounge.
- C. The Association shall have the right to use the school mailboxes in a reasonable manner.
- D. 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 teachers, and to no other employee organization.
- E. The President of the Association shall be given up to three (3) days' leave for Association business, without pay, if need arises.
- F. The President of the Association or the Chairman of the Negotiations Committee shall be exempt from all assignments other than their teaching load (these to include study halls, lunch duty, detention, etc.) whenever possible, in order that they may work on Association business.

### **ARTICLE VI**

### **SCHOOL CALENDAR**

Prior to March 1 of the current school year, the Association representatives shall meet with the Superintendent concerning the school calendar. Final determination of the school calendar shall rest with the Board after consultation with the Association, as well as amendment thereof for good reason, subject also to the right of the Association to seek clarification and make recommendations. The final copy of Board-approved calendar will be provided to the Association.

### ARTICLE VII

### TEACHING HOURS, TEACHING LOAD AND SPECIALISTS

- A. Teachers are expected to be at their assigned areas of responsibility seven minutes prior to student homeroom and remain in the district five minutes at the end of the school day excluding half days, Fridays, and paydays.
- B. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in and sign-out" roster. Teachers such as coaches having extra duties after school can sign out at the end of the regular academic day.
- C. Teachers shall have a daily duty-free lunch period in length of at least equal to that of the students. Staff members may leave the school during the school day providing they are free from assignments, with the approval of the Principal or Superintendent. When half-day sessions are scheduled for students, staff members may leave the school campus for a lunch period of sixty (60) minutes. When half-day sessions are scheduled for students before a holiday, teachers may leave after, but not before, students are dismissed.

### D. The following shall apply:

1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, department, or other professional meetings no more than two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than forty-five

- (45) minutes. New teachers shall be required to attend not more than five(5) orientation meetings.
- 2. An Association representative may request to speak to the teachers at any meeting referred to in Paragraph 1 above for up to five (5) minutes. Such requests shall not be unreasonably refused.
- 3. The notice of an agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- 4. Office detention may be assigned to teachers no more than four days per year. Office detention ends at 3:50 PM.
- E. Classroom teachers shall, in addition to their lunch period, have at least one daily preparation period during which they shall not be assigned to any other duties.
- F. The following shall apply:
  - 1. The daily teaching load in the middle school and senior high school shall be five (5) teaching periods and shall not exceed two hundred fifty (250) minutes of pupil contact per day. Assignment to a supervised study period shall not be considered a teaching period for the purpose of this ARTICLE.
  - Teachers electing to accept more than five (5) teaching periods shall be compensated at a rate of 10% of their position on guide per pay period.
     This shall not apply to Librarians, Nurses, Physical Education teachers,
     Special Education teachers and Guidance Counselors. Librarians, Nurses,

Physical Education teachers, Special Education teachers and Guidance Counselors shall not be assigned non-instructional duties during the regular workday unless all other options have been expended. Volunteers will be sought to cover the duty. However, if assignment of a non-instructional duty is necessary, it will be assigned on a rotating basis to these available staff; and said staff will be compensated at a stipend not to exceed \$3,000 for a full year duty and \$1,500 for a half-year duty.

- 3. Every effort will be made so that regular classroom teachers in the middle and senior high school shall not be required to change subject area teaching stations more than three (3) times during the school day.
- 4. The maximum number of students in all classes, with the exception of physical education, shall be twenty-five (25) whenever possible.
- 5. Teachers must approve a schedule that involves more than one course offering in any one class period. Exceptions to this are Industrial and Fine Arts and Health and Physical Education.
- G. Exceptions to the provisions of Section D, E, F above may be made only in cases of unavoidable emergencies. The Association shall be notified in each such instance in advance. A disagreement over whether an exception is justified shall be subject to the grievance procedure.
- H. Teacher participation in extracurricular activities shall be first subject to voluntary consent among appropriate choices. If there are a lack of teacher volunteers to cover such extracurricular activities, then teachers may be assigned such duties. Assignment of teachers to such duties shall be distributed

- impartially and equitably among all teachers. Such assignments shall be reasonable in relation to the number and hours of duty.
- Teachers involved in the Extracurricular Program shall be compensated according to the rate of pay in Schedule D.
- J. Attendance at the annual PTSO "Back to School Night" for parents shall be expected of all teachers except in case of illness or emergency or in cases where permission to be absent has been granted by the Principal.
- K. Teachers involved in the Academically Talented Program shall be compensated at the rate of \$150 per student per year.
- L. Teachers volunteering to supervise students in Saturday Detention will be paid \$25.00 per hour.

### ARTICLE VIII

### **NON-TEACHING DUTIES**

Teachers shall not be required to drive to activities, which take place away from the school building. A teacher may do so voluntarily, however, with advance notice. The teacher shall be compensated at the per mile rate paid by the State of New Jersey to its employees.

### ARTICLE IX

### TEACHER EMPLOYMENT

- A. The Board will notify the Department Chairperson of pending interviews and will invite Department Chairperson to take part in interviews of prospective candidates for employment in their department and make recommendations regarding same.
- B. Credit may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System shall be granted to all candidates holding certificates. Credit may also be granted for experiences in content related fields providing the candidate holds a standard certificate or certificate of eligibility. Teachers are to be placed at the appropriate column according to their degree and credits.
- C. A teacher must be employed by the Board for at least five (5) months in the initial employment year to be eligible for advancement to the next step in the following school year, unless currently employed as a fully certified teacher. In no case will a new employee be paid on half steps.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- E. Any individual teacher contract may be terminated by one party or the other upon sixty (60) days' notice.

### ARTICLE X

### **SALARIES**

The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

- Teachers employed on a twelve (12) month basis shall be paid in twenty-four
   (24) equal semi-monthly installments.
- 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 3. Paydays shall be on the 15th and 30th of each month except as provided in five (5) and six (6) below.
- 4. Teachers may individually elect to have a portion of their monthly salaries deducted from their pay. These funds **may** be paid to teachers on the final payday in June or as per their chosen summer pay option.
- 5. When a payday falls on or during a school vacation, holiday, or weekend, teachers shall receive their paychecks on the last previous working day.
- 6. Teachers shall receive their final checks on the last working day in June.
- 7. The rate of pay for personnel holding extra-service contracts shall be in accordance with Schedules C and D.
- 8. Fifty (50) percent payment of extracurricular contracts shall be made upon request in accordance with the following dates: for seasonal contracts: November 15, January 15, and May 15; and for 10-month contracts: January 15.

9. At the request of an employee, the Board shall provide for the direct deposit of the teacher's pay into the teacher's personal bank account at no cost to the employee, provided the Board's authorized bank of record provides such services.

### **ARTICLE XI**

### **TEACHER ASSIGNMENT**

- A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than August 20.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certification except if mutually agreeable and/or because of temporary and unexpected need. Disagreement on this subject shall be subject to the Grievance Procedure, if invoked.
- C. The Association shall be notified in writing of all vacancies either in the curriculum or extracurricular activities before any applications for such openings are considered.

### ARTICLE XII

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

### A. The following shall apply:

- No later than April 1 of each school year, the Superintendent shall mail to the
   Association and post in the school building a list of known vacancies which shall occur during the following school year.
- Teachers who desire a change in grade and/or subject assignment may file a
  written statement of such desire with the Superintendent not later than April 15.
   Such statements shall include the grade and/or subject to which the teacher
  desires to be reassigned.
- 3. As soon as practicable, and not later than June 15, the Superintendent shall post in the school and deliver to the Association a schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer. Before such change is made public, teachers whose requests for transfers and/or reassignments have been denied shall be personally notified of such denial by the Superintendent.
- 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 and no such request shall be denied arbitrarily or capriciously.

### **ARTICLE XIII**

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if in the judgment of the Superintendent there is a qualified volunteer available to fill said position.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 15.
- C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the South Hunterdon Regional School District, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- D. In the event that a teacher objects to an involuntary transfer or reassignment, the Superintendent shall, upon the request of the teacher, meet with him/her. The teacher may, at his/her option, have the Association representative present at such meeting.

### ARTICLE XIV

### **PROMOTIONS**

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator/supervisory levels of responsibility, including positions as Principal, Assistant Principal and Department Chairpersons. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.
  - A notice of vacancy in a promotional position shall be posted on the Association bulletin board and a copy shall be sent to the Association President thirty (30) days before the final date when applications must be submitted whenever possible. The above shall not apply to temporary assignments.
  - 2. Teachers who desire to apply for such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
- B. In the posting of notices for promotion, the qualifications for the position and its duties shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure. Rate of compensation is to be determined by various factors—experience, etc.
- C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been

considered. The Board agrees to give due consideration to the professional background and attainments of all applications and other relevant factors, including length of service in the district. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board. Applicants not selected shall, upon request, receive a written or oral explanation from the Superintendent.

D. The Association shall be notified in writing of all vacancies either in the curriculum or extracurricular activities before any applications for such openings are considered.

### ARTICLE XV

### **HOME TEACHING AND FEDERAL PROGRAMS**

- A. All openings for positions in home teaching, new, old and continuing federal programs, summer school and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with procedures for publicizing promotional vacancies set forth in Article XIV, Section B of this Agreement. Home teaching openings shall be posted as they occur.
- B. Every effort shall be made to distribute such assignments equitably among qualified teaching personnel.
- C. Teachers now employed by the Board shall have priority to the above positions before appointment of applicants from outside the district.
- D. Where applicable, salary schedules for such positions shall be in conformance with those established in this Agreement.
- E. The rate of pay for teachers engaged in home teaching shall be twenty-five (25) dollars per hour.

### ARTICLE XVI

### **TEACHER EVALUATION**

### A. The following shall apply:

- Monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- 2. Teachers shall be evaluated only by fully certified administrators to whom they report and who are not recognized in this contract. Such evaluation shall be reasonably detailed as to strengths, weaknesses and suggestions for improvement.
- 3. Teachers shall have the right, upon request, to a conference with their evaluator after completion of his/her evaluation. Copy of any class visit or evaluation shall be given to the teacher at least one day before any conference is held on this subject.

### B. The following shall apply:

- A teacher shall have the right to review the contents of his/her personnel file at
  the time of his/her evaluation and to discuss and, if necessary, process through
  the Grievance Procedure, objections to material or statements contained therein.
   Letters of recommendations shall not be subject to review by the teacher.
- 2. The Board agrees not to establish any separate personnel file on which evaluations are based which is not available for the teacher's inspection.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The

teacher shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

### D. The following:

- Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and his/her file thereupon closed.
- 2. Non-tenured staff members would be observed/evaluated three (3) times per year, not less than one (1) time during each semester, with a proportionate reduction in the number of evaluations required if the teacher has been employed for less than a full academic year.
- E. Any staff member whose contract will not be renewed may request the reasons for non-renewal within fifteen (15) days of receiving said notice. Reasons must be given in writing within thirty (30) days of the request.

### **ARTICLE XVII**

### **TEACHER FACILITIES**

- A. All materials, supplies, and facilities that have been traditionally provided and are presently in existence shall be continued for the term of this Agreement.
- B. The Association may install a public telephone in the faculty lounge providing they pay the cost of installation, and assume full financial responsibility for the telephone, including minimum monthly payment.
- C. If possible and upon the request of the Association, a soft drink vending machine shall be installed in the teacher's lounge. The profits from such a machine shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the Superintendent.

### ARTICLE XVIII

### SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) accumulative sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Once an individual has exhausted his/her accumulated sick leave days, no salary will be paid for absences subsequent to the aforementioned. Exceptions may be made on a case-by-case basis. When granted deductions for days of service lost because of personal illness beyond the annual sick leave allowance or any accumulated leave shall be at the rate of half pay per day based on the employee's current salary up to a total of thirty (30) school days.
- C. Illness in the family is cause for an employee to utilize sick leave.
- D. By September 15<sup>th</sup> of the succeeding school year, each employee, upon request, will receive written notification of accumulated sick leave.
- E. All full-time employees who have accumulated a minimum of one hundred (100) unused sick days and no more than two hundred fifty (250) unused sick days shall be compensated at a rate of sixty (60) dollars per day providing the following conditions are met upon retirement from the district:
  - 1. Notification of retirement must be given by November 1 in order to be remunerated out of the subsequent budget no later than July 15.

- 2. Notification of retirement after November 1 will result in a delay of payment to the second budget year not later than July 15.
- 3. Medically validated disability will waive the November 1 condition. This shall affect those employees eligible for pension benefits as defined by Title 18A: 66-1 et seq., Teachers Pension & Annuity Fund and Public Employees Retirement System.

### F. The following shall apply:

- A stipend of two hundred fifty (250) dollars shall be given to a full-time employee who has acquired one hundred (100) unused accumulated sick days as of June 15 in said school year. This stipend shall be given to any particular employee only once.
- 2. A stipend of two hundred fifty (250) dollars shall be given to a full-time employee who has acquired two hundred (200) unused accumulated sick days as of June 15 in said school year. This stipend shall be given to any particular employee only once.

### ARTICLE XIX

### TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
  - 1. Two (2) days leave of absence for personal matters, which require absence during school hours. Application to the Principal for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and shall be only for the following general reasons: legal, business, household or family matters. Approval for personal days will be given by the Principal not to exceed ten (10) percent of the staff for any one day. Except in a case of emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after a scheduled vacation period or school holiday. A personal day immediately prior to or after a scheduled vacation period or school holiday may only be granted one day per staff member per school year. Other leaves as specified below shall not be considered as personal matters.
  - Past practices of the Board relative to requests for temporary leave time for religious holidays and ceremonies will remain unchanged.
  - 3. Time necessary for appearance in any legal proceedings connected with the teacher's employment if the teacher is required by law to attend.
  - 4. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, or any other member of the immediate household. Absences for

other relatives shall be at the discretion of the Superintendent. Teachers shall be granted up to one (1) day in the event of a death of a teacher's relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the South Hunterdon Regional School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

- 5. Time necessary for persons called into temporary active duty of any active unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his/her regular pay in addition to any pay, which s/he receives from the state or federal government.
- Staff members assigned to jury duty shall be granted leave of absence without penalty upon written documentation from the clerk of the court verifying the dates of jury service.
- 7. Upon the recommendation of the Superintendent, other leaves of absence with pay may be granted by the Board for good reason. The employee may appeal the decision of the Superintendent to the Board of Education.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

#### ARTICLE XX

#### EXTENDED LEAVE OF ABSENCE AND SABBATICAL

- A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment as provided by law.
- B. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:
  - 1. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:
    - a) Her teaching performance substantially declines from the period preceding pregnancy.
    - b) Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
      - The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching.
      - 2. The Board's physician concludes she is unable to continue teaching.
      - 3. A third physician, mutually agreed upon, will be called in to make a binding decision as to whether a teacher is capable of continuing service in the event of a disagreement. Cost to be borne by the Association.
  - 2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions

- governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.
- 3. Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the granting of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated. The Board may require any teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.
- 4. When the Board requests a medical opinion other than the opinion of the woman's personal physician, said examination shall be at the Board's expense.
- 5. Upon return from a maternity leave of absence, the teacher shall be reinstated in an instructional assignment for which she is certified.
- The Board is under no obligation to continue the employment of a non-tenured employee beyond the contracted period. Maternity leave shall not be counted for tenure purposes.

- 7. Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board upon recommendation of the Superintendent. The employee may appeal the decision of the Superintendent to the Board of Education.

#### E. The following shall apply:

- 1. Upon return from leave granted pursuant to Section A of this ARTICLE, a teacher shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent, provided however that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, or D of this ARTICLE, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure.
- 2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and s/he shall be assigned to a position, which s/he is certified.

- F. All extensions or renewals of leaves shall be applied for in writing at least ninety (90) days prior to the requested date of such extension or renewal. When approved, such extensions or renewals shall be granted in writing.
- G. A sabbatical leave may be granted to a teacher by the Board for the study of courses, including the study of courses in another area of specialization for the purpose of improving the teacher's value to the district within his/her scope of present or future assignments. This sabbatical will be for coursework in the amount of 12 credits in an area to be approved by the Superintendent.
  - If there are sufficient qualified applicants, sabbatical leave shall be granted to one
     faculty member for every forty (40) teachers employed at any one time.
  - 2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 15; and action must be taken on all requests no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested. To qualify for a possible grant of sabbatical leave a teacher shall present and agree to follow a program that includes the equivalent of twelve (12) credits for one (1) year of sabbatical leave.
  - 3. The teacher has completed at least five (5) full school years of service in the South Hunterdon Regional High School District. Meeting these requirements shall mean that a teacher is a "qualified applicant" and that an adequate replacement is found.
  - 4. A teacher on sabbatical leave shall be paid one-half the salary that s/he would normally receive for the year of his/her sabbatical.

- 5. A staff member must commit to return for at least one full academic year or must repay to the district the salary paid to that individual during the sabbatical leave.

  Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence, unless that individual failed to complete the agreed upon twelve (12) credits of course work during the leave.
- 6. Where an individual fails to complete the program of twelve credits during the sabbatical leave with a passing grade of at least a B average, the salary paid to the individual on leave shall be repaid to the district proportionate to the amount of credits not completed.
- H. A leave of absence, without pay, of up to three (3) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, the National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.

#### ARTICLE XXI

#### **SUBSTITUTES**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers.

  Teachers may call an appropriate number before 7:00 AM, except in a case of emergency, to report unavailability for work.
- B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. After five (5) periods have been accumulated, a teacher shall be entitled to one (1) additional personal leave day. All days earned prior to twenty (20) working days before the close of school must be used in that school year. Coverage shall be arranged by the Principal or Superintendent and shall be distributed as equitably as possible among teachers. In lieu of an earned personal day, accumulated out of coverage, a teacher may elect to be compensated per period at the rate of eighteen (18) dollars (2000-01), nineteen (19) dollars (2001-02) and twenty (20) dollars (2002-03) or this day may be converted to an accumulated sick day at the teacher's choice. Payments for these earned periods shall be made as part of the January payroll as requested. Otherwise total payments will be made at the end of the year in the last June payroll (if deadlines are met to make that payroll period) but no later than July 15<sup>th</sup>.

C. No teacher shall, in any case, be required to take two (2) classes of students during the same instructional period or during the same duty period without assistance either from another teacher or substitute with exceptions of unusual circumstances (such as championship games, staff/student funerals, etc.).

#### ARTICLE XXII

#### PROFESSIONAL DEVELOPMENT AND

#### **EDUCATIONAL IMPROVEMENT**

- A. To reimburse the tenured staff member the <u>lesser</u> amount of up to forty-five hundred dollars (\$4,500) or the full cost of up to eighteen (18) credits, taken between July 1 and June 30 of any two-year period, in connection with any courses approved by the Superintendent. A passing grade of a least one (1) grade level above the minimum passing grade of that institution is required for reimbursement. Teachers taking courses during the summer term will be paid after completing one month of the fall term.
  - Approved courses will consist of those involved in a prescribed graduate degree program within the field of the staff member—these to include Education,

    Psychology, and supervisory certification courses and any graduate or undergraduate courses that directly relate to any assignment a staff member may presently or will have in the succeeding term.
- B. A non-tenured staff member will not be eligible for course work reimbursement in the first full year of employment. During years two and three of employment, a teacher may be reimbursed to the <u>lesser</u> amount of up to three thousand, two hundred (\$3,200) dollars, or the full cost of up to eighteen (18) credits, taken between July 1 and June 30 of any two-year period, in connection with any course approved by the Superintendent.

- C. To pay also the cost of workshops, seminars, conferences, in-service training seminars or other sessions in which a teacher is involved, with the approval of the Superintendent.
- D. Teachers shall be paid twenty-five (\$25.00) dollars to compensate for travel and expenses to and from the NJEA Convention upon receipt of documentation of attendance.
- E. Teachers may make visitations or be assigned to make visitations to other school districts for the purpose of observing or meeting with educational personnel.
   Permission for such visitation shall be obtained from the Principal or Superintendent.

#### F. Work Year:

Teachers shall work the day before school begins, the day after school ends, and two inservice days.

G. A joint committee consisting of administration and Association members shall be formed to recommend pertinent topics for in-service training sessions.

#### H. Curriculum Development:

The Board agrees to pay teachers according to the following schedule for curriculum development approved by the Superintendent:

2003-2004 \$25.00 per hour

2004-2005 \$26.00 per hour

2005-2006 \$27.00 per hour

# I. National Teacher Certification

Teachers shall be paid a one-time stipend of \$500 if and when they attain the National Teacher Certification.

#### ARTICLE XXIII

#### **EDUCATIONAL COUNCIL**

- A. A joint Educational Council has been established and shall continue to function. It shall consist of three (3) members of the Board of Education, one (1) of whom shall be the Superintendent or his/her designee, and three (3) South Hunterdon Regional High School teachers appointed by the Association. The Council shall meet as many times as mutually deemed necessary—but not less than twice a year—and advise the Board of such matters as curriculum improvements, instructional materials, teaching techniques, books and other instructional materials, pupil testing and evaluation, philosophy and educational specifications for building, repair, and maintenance, and other similar matters regarding the effective operation of the South Hunterdon Regional School District.
- B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.
- C. The Council shall meet by prepared agenda.
- D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A.
- E. The primary function of the Educational Council is to recommend, for Board consideration, the establishment of policies and practices pertinent to the items suggested in Paragraph A. The Council in preparing their recommendations for Board consideration shall at all times avail itself of the most up-to-date research

pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

- F. All reports and recommendations outlined above in Paragraph E shall be in writing.
- G. Meetings shall generally be held during evening hours, usually beginning at 7:30 PM.

#### **ARTICLE XXIV**

#### **INSURANCE PROTECTION**

- A. The Board will continue to provide health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family-plan insurance coverage. Upon the approval of the employee, the Board shall not be obligated to provide health care insurance to an employee who receives similar coverage from another source.
  - For each teacher who remains in the employ of the Board for the full school
    year, the Board shall make payment of insurance premiums to provide
    insurance coverage for the full twelve (12) month period commencing
    September 1 and ending August 31; when necessary, premiums on behalf of
    the teacher shall be made retroactively or prospectively to assure
    uninterrupted participation in coverage.

#### 2. Health Care Insurance

Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include the New Jersey Public and School Employees Health Benefits Plan.

#### 3. Dental Insurance

 a) 2003-2004 - The Board will pay no more than 5.1% above the Board's dental costs of the previous year.

- b) 2004-05 The Board will pay no more than 5.0% above the Board's dental costs of the previous year.
- c) 2005-06 The Board will pay no more than 5.0 % above the Board's dental costs of the previous year.
- d) Any additional premiums will be paid by individual members.
- e) Dental coverage will not be offered to those already having said coverage equal to or better than the plan offered—to be determined by a neutral broker.
- B. The Board of Education shall allow a retired teacher to make payment to the insurance carrier for a continuation of coverage, providing that the master insurance contract allows for the continuation of such coverage for retired teachers.
- C. The Board shall provide to each new teacher a description of the health care insurance coverage provided under this ARTICLE no later than the beginning of the school year, which shall include a clear description of the conditions and limits of coverage as listed above.

# ARTICLE XXV

# PERSONAL AND ACADEMIC FREEDOM

All the rights of the teacher to his/her personal and academic freedom as provided by law will be upheld.

# ARTICLE XXVI

# BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

The administration will advise all affected staff on known actions relative to their departmental budgets on or before May 15<sup>th</sup>.

#### ARTICLE XXVII

#### **DEDUCTIONS FROM SALARY**

#### A. The following shall apply:

- 1. The Board agrees to deduct from the salaries of its teachers, dues for the South Hunterdon Regional Education Association, Inc., the Hunterdon County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 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 South Hunterdon Regional Education Association, Inc., by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing on the form provided by NJEA.
- 2. Each of the associations named above, upon request, shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of change.
- 3. Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

#### ARTICLE XXVIII

#### **SECRETARIES**

- A. There shall be one (1) schedule for payment of all secretarial personnel.
- B. The word "employee" as used in this ARTICLE shall refer to the personnel listed in Paragraph A above.
- C. Each employee shall be placed on the proper step of his or her salary schedule.
- D. Each employee will be notified of his/her contract and salary status, if known, by April 30.
- E. The workweek for these full-time employees shall be thirty-seven and one-half (37.5) hours per week. Exceptions to this, as necessary, may be made by the Superintendent on an equitable basis.
- F. A daily duty schedule showing reporting time, time for lunch, coffee breaks, and dismissal time for these employees shall be prepared by the Superintendent. He/she shall notify these employees of their individual schedules no later than September 20 of each year.
- G. Paid vacations for full-time employees shall be determined by the length of time that they have been employed in the district. These employees shall be entitled to this vacation time in accordance with the following schedule:

  - 4. Ten (10) years or more shall receive one (1) working day for each additional year until a maximum of twenty (20) days has been obtained.

All vacation time enumerated in this ARTICLE must be used during the contract year indicated. Special consideration, with the approval of the Principal, concerning carryover time may be considered. No more than five (5) carryover days may be allowed. Such carryover days may not be cumulative, that is, the days must be used the following year in accordance with all other contractual provisions.

- H. During the academic year they shall be entitled to the same holidays as shown on the school calendar for teachers. In addition they will be entitled to the July 4 and Labor Day holidays. An exception to this may be made when the school is not in session for five (5) or more consecutive days. During this period, the Superintendent may arrange to have a skeletal staff present, if the workload permits. This includes the Child Study Team Secretaries. Assignments to this skeletal staff shall be made equitably.
- I. In addition to the items previously included in this ARTICLE, these employees shall be considered as being employed under the same terms and conditions of employment as teachers, including the following:

1.	Grievance Procedure	ARTICLE III
2.	Teacher Rights	ARTICLE IV
3.	Salaries	ARTICLE X
4.	Voluntary Transfers & Reassignments	ARTICLE XII
5.	Involuntary Transfers & Reassignments	ARTICLE XIII
6.	Teacher Evaluation	ARTICLE XVI
7.	Teacher Facilities	ARTICLE XVII
8.	Sick Leave	ARTICLE XVIII
9.	Temporary Leaves of Absence	ARTICLE XIX
10	. Extended Leaves of Absence	ARTICLE XX
11	. Insurance Protection	ARTICLE XXIV

J. All secretaries shall be placed on Schedule B salary guide.

- K. It is recognized that all personnel under ARTICLE XXVIII report to work on September 1 of each school year.
- L. Secretaries shall be evaluated by appropriate supervisory personnel including the Superintendent and Principal. The evaluation instrument will be mutually agreed upon by the SHREA and the administration.

## M. Personal and Sick Days for Secretaries:

- 1. 12-month secretaries shall be entitled to three (3) personal days and twelve (12) sick days.
- 2. 11-month secretaries shall be entitled to two (2) personal days and eleven (11) sick days.
- 10-month secretaries shall be entitled to two (2) personal days and ten (10) sick days.

#### ARTICLE XXIX

#### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.
- B. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

#### C. The following:

- 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Principal or other immediate superior.
- 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

#### ARTICLE XXX

# MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, supervisors and other personnel pertaining to student discipline shall be presented by the Administration to the new teachers at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the Principal, a counselor, psychologist, physician or other specialist, s/he shall so inform his/her Principal or immediate superior. The Director of Pupil Personnel Services or Principal shall arrange as soon as possible for a conference among himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

#### ARTICLE XXXI

#### **MISCELLANEOUS PROVISIONS**

- A. 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.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and a member of the unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be reproduced, the Board and the Association sharing the expense equally, within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

#### ARTICLE XXXII

#### **BOARD'S RIGHTS**

The Board of Education, subject only to the express written provisions of this

Agreement, and applicable New Jersey State Laws, reserves to itself all rights and
responsibilities of management of the School District and full jurisdiction and authority
to make and revise policy, rules, and regulations and practices in furtherance thereof. 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 to
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 Constitution and Laws of the United States.

#### ARTICLE XXXIII

#### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2003 except as otherwise provided herein and shall continue in effect until June 30, 2006 subject to the Association's rights to negotiate over a successor Agreement as provided in ARTICLE II.
- B. In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION, INC.

BY Dauge Orlona BY Jung Mir Secretary

SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

By Auth Many an

President 04-05

By 6-28-04

Secretary

# LETTER OF UNDERSTANDING TO THE 2003-2006 NEGOTIATED AGREEMENT BETWEEN THE SOUTH HUNTERDON REGIONAL HIGH SCHOOL BOARD OF EDUCATION AND THE SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION

The South Hunterdon Regional High School Board of Education and the South Hunterdon Regional Education Association agree to meet on an ongoing basis to discuss and evaluate the Units System of "Schedule D" in the negotiated agreement. They agree to analyze the system and report their findings to the Board of Education and the Association by March 1, 2004. If any changes are recommended and agreed upon by both parties, both the Board of Education and the Association agree to re-open negotiations on the contract for "Schedule D" only.

Walter Fedyna, Chief Negotiator (SHREA)

John Zidzik, Rresident (SHREA)

David Moraski, SHR Board President

Douglas Coleman, SHR Board Vice President

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL

# TEACHERS' ADVANCEMENT CHART

2002-2003	2003-2004	2004-2005	2005-2006
STEP	STEP	STEP	STEP
			1
		1	2(1)
1	1	2	3(2)
2	2	3	4(3)
3	3	4	5(4)
4	4	5	6(5)
5	5	6	7(6)
6	6	7	8(7)
7	7	8	9(8)
8	8	9	10(9)
9	9	10	11(10)
10	10	11	12(11)
11	11	12	13(12)
12	12	13	14(13)
13	13	14	15(14)
14	14	15	16(15)
15	15	16	17(16)
16	16	17	17(16)

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL

# **TEACHERS' SALARY GUIDE**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1-2	1	36,500	36,915	38,045	39,970	40,370	42,120
3	2	37,644	38,059	39,189	41,114	41,514	43,264
4	3	38,824	39,239	40,369	42,294	42,694	44,444
5	4	40,042	40,457	41,587	43,512	43,912	45,662
6-7	5	41,541	41,956	43,086	45,011	45,411	47,161
8	6	43,096	43,511	44,641	46,566	46,966	48,716
9	7	44,709	45,124	46,254	48,179	48,579	50,329
10	8	46,556	46,971	48,101	50,026	50,426	52,176
11	9	48,480	48,895	50,025	51,950	52,350	54,100
12	10	50,483	50,898	52,028	53,953	54,353	56,103
13	11	52,881	53,296	54,426	56,351	56,751	58,501
14	12	55,393	55,808	56,938	58,863	59,263	61,013
15-16	13	58,024	58,474	59,724	61,699	62,099	63,849
17	14	60,780	61,230	62,480	64,480	64,880	66,630
18	15	63,576	64,026	65,156	67,081	67,481	69,231
19	16	67,872	68,322	69,522	71,647	72,097	73,947
LONGEVIT	Y: IN DIS	STRICT SI	ERVICE				
21-23	861						
24-27	1,353						
28+	1,679						

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL

# **TEACHERS' SALARY GUIDE**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	37,360	37,790	38,950	40,975	41,400	43,200
2	2	38,760	39,190	40,350	42,375	42,800	44,600
3	3	40,145	40,575	41,735	43,760	44,185	45,985
4	4	41,579	42,009	43,169	45,194	45,619	47,419
5	5	43,065	43,495	44,655	46,680	47,105	48,905
6	6	44,732	45,162	46,322	48,347	48,772	50,572
7-8	7	46,548	46,978	48,138	50,163	50,588	52,388
9	8	48,435	48,865	50,025	52,050	52,475	54,275
10	9	50,398	50,828	51,988	54,013	54,438	56,238
11	10	52,442	52,872	54,032	56,057	56,482	58,282
12-13	11	54,568	54,998	56,158	58,183	58,608	60,408
14	12	56,915	57,345	58,545	60,570	60,995	62,795
15	13	59,362	59,812	61,037	63,087	63,512	65,312
16	14	61,915	62,365	63,590	65,590	66,015	67,815
17-18	15	64,577	65,027	66,187	68,212	68,637	70,437
19	16	67,128	67,578	68,778	70,903	71,353	73,203
20	17	69,349	69,799	70,999	73,124	73,574	75,424
LONGEVIT	Y: IN DI	STRICT SI	ERVICE				
21-23	861						
24-27	1,353						
28+	1,679						

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL

# **TEACHERS' SALARY GUIDE**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	38,222	38,672	39,872	41,997	42,447	44,297
1-2	2	39,722	40,172	41,372	43,497	43,947	45,797
3	3 .	41,280	41,730	42,930	45,055	45,505	47,355
. 4	4	42,899	43,349	44,549	46,674	47,124	48,974
5	5	44,582	45,032	46,232	48,357	48,807	50,657
6	6	46,330	46,780	47,980	50,105	50,555	52,405
7	7	48,146	48,596	49,796	51,921	52,371	54,221
8-9	8	50,275	50,725	51,925	54,050	54,500	56,350
10	9	52,485	52,935	54,135	56,260	56,710	58,560
11	10	54,523	54,973	56,173	58,298	58,748	60,598
12	11	56,640	57,090	58,290	60,415	60,865	62,715
13	12	58,839	59,289	60,489	62,614	63,064	64,914
14-15	13	61,125	61,575	62,775	64,900	65,350	67,200
16	14	63,500	63,950	65,150	67,275	67,725	69,575
17	15	65,967	66,417	67,617	69,742	70,192	72,042
18	16	68,531	68,981	70,181	72,306	72,756	74,606
19-20	17	70,826	71,276	72,476	74,601	75,051	76,901
LONGEVITY	Y: IN DIS	TRICT SEI	RVICE				
21-23	861						
24-27	1,353						
28+	1,679						

Schedule B

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL

# SECRETARY'S SALARY GUIDE

# 2003-04, 2004-05, 2005-06

Years of Service	Steps	2003-2004	2004-2005	2005-2006
	1	25,140	26,334	27,582
	2	26,014	27,253	28,550
	3	26,919	28,203	29,553
	4	27,856	29,187	30,590
	5	28,825	30,205	31,664
	6	29,827	31,259	32,776
1,	7	30,865	32,349	33,927
	8	31,938	33,478	35,118
	9	33,049	34,646	36,351
	10	34,199	35,854	37,627
	11	35,389	37,105	38,949
	12	36,619	38,399	40,316
	13	37,893	39,739	41,731
	14	39,211	41,125	43,197
	15	40,575	42,559	44,713
	16	41,987	44,044	46,283
18+	17	43,447	45,580	47,911
LONGEVITY: IN 1	DISTRICT S	ERVICE		
21-23		806	806	806
24-27		1,285	1,285	1,285
28+		1,595	1,595	1,595

#### Schedule C

#### SALARY SCHEDULE

# **Department Chairperson's Compensation**

Year	<u>Base</u>	<u>Per Member</u>
	Column I	Column II
2002-2003	652	172
2003-2004	669	176
2004-2005	678	178
2005-2006		

Longevity is based on number of years as department chairperson added to Column I above.

Years	Base	2002-2003	2003-2004	2004-2005	2005-2006
1-5	0	0	0	0	0
6-10	\$100	\$131	\$134	\$136	\$
11-20	\$200	\$263	\$270	\$274	\$
21+	\$300	\$395	\$405	\$411	\$

The increase for each year will be based upon the Bureau of Labor Statistics All Urban CPI increase for the following areas:

New York - NE New Jersey AND Philadelphia - SW New Jersey

Each year the percent increase will be arrived at by averaging the CPI of these two areas and computing the percent increase from November to November each year.

Nov. $2000 \rightarrow \text{Nov. } 2001$	1.90% increase for the 2002-03 school year
Nov. $2001 \rightarrow \text{Nov. } 2002$	2.64% increase for the 2003-04 school year
Nov. $2002 \rightarrow \text{Nov. } 2003$	1.38% increase for the 2004-05 school year
Nov. $2003 \rightarrow \text{Nov. } 2004$	% increase for the 2005-06 school year

#### Schedule D

# SOUTH HUNTERDON REGIONAL HIGH SCHOOL EXTRACURRICULAR COMPENSATION

2003-2004, 2004-2005, 2005-2006\*\*\*

The Board annually will approve a list of positions for extracurricular purposes. Credit for experience in positions will be given up to 10 years.

\*\*\*Levels/Positions ratified for 2004-2005 and 2005-2006. Former Units Guide in place for 2003-2004.

#### **CREDIT FOR EXPERIENCE IN EXTRACURRICULAR POSITIONS**

Credit for Experience Example:

Base Level Salary + [Base Level Salary x .02 x years of experience (up to 10)]  $$700 + [$700 \times .02 \times 10 \text{ years}] = $840$ 

The list shall include but not be limited to the following:

T PATTER AND OWNER OF		-0040= T	
LEVEL / POSITION	2003-04	2004-05	2005-06
LEVEL 1			
Head Football Coach	\$6,929	\$7,000	\$7,140
LEVEL 2			
Head Basketball Coach	\$5,095	\$5,800	\$5,916
First Assistant Football Coach	\$4,993	\$5,800	\$5,916
Band Advisor	\$5,706	\$5,800	\$5,916
LEVEL3			
Head Baseball Coach	\$4,993	\$5,000	\$5,100
Head Softball Coach	\$4,993	\$5,000	\$5,100
Head Field Hockey Coach	\$4,993	\$5,000	\$5,100
Head Wrestling Coach	\$4,993	\$5,000	\$5,100
Second Assistant Football Coach	\$4,687	\$5,000	\$5,100
Vocal Music Advisor	\$4,586	\$5,000	\$5,100
LEVEL 4			
Head Cross Country Coach	\$3,363	\$3,800	\$3,876
Third Assistant Football Coach	\$3,821	\$3,800	\$3,876
JV Basketball Coach	\$3,668	\$3,800	\$3,876
LEVEL 5		ngilar singgrugga gaya Macaba	
JV Baseball Coach	\$3,261	\$3,500	\$3,570
JV Field Hockey Coach	\$3,465	\$3,500	\$3,570
JV Softball Coach	\$3,261	\$3,500	\$3,570
Fall Cheerleading Coach	\$3,312	\$3,500	\$3,570
Yearbook (2)	\$3,312	\$3,500	\$3,570

LEVEL / POSITION	2003-04	2004-05	2005-06
LEVEL 6			
Golf Coach	\$2,548	\$2,800	\$2,856
Winter Cheerleading Coach	\$2,802	\$2,800	\$2,856
Weight Training Coach	\$2,446	\$2,800	\$2,856
Head MS Field Hockey Coach	\$2,344	\$2,800	\$2,856
Head MS Basketball Coach	\$2,344	\$2,800	\$2,856
Head MS Softball Coach	\$2,344	\$2,800	\$2,856
Head MS Baseball Coach	\$2,344	\$2,800	\$2,856
HS Play Director	\$2,751	\$2,800	\$2,856
LEVEL 7			
Band Front	\$2,038	\$2,200	\$2,244
AV Director	\$3,057	\$2,200	\$2,244
FBLA	\$2,140	\$2,200	\$2,244
FFA	\$1,529	\$2,200	\$2,244
LEVEL 8		predictoria de la composição	
Asst. MS Field Hockey Coach	\$1,630	\$1,800	\$1,836
Asst, MS Basketball Coach	\$1,630	\$1,800	\$1,836
Asst. MS Softball Coach	\$1,630	\$1,800	\$1,836
Asst. MS Baseball Coach	\$1,630	\$1,800	\$1,836
Newspaper (2)	\$1,529	\$1,800	\$1,836
MS Play Director	\$1,834	\$1,800	\$1,836
LEVEL 9			
Senior Class Advisor (2)	\$1,121	\$1,500	\$1,530
Summer Weight Training Coach	,	\$1,500	\$1,530
Key Club Advisor	\$1,529	\$1,500	\$1,530
Ski Club Advisor	\$1,427	\$1,500	\$1,530
Asst. Play Director	\$1,223	\$1,500	\$1,530
HS Musical Director	\$1,223	\$1,500	\$1,530
LEVEL 10	Samuel Daniel de proposition		
MS Cross Country Coach	\$866	\$900	\$918
Set Construction		\$900	\$918
Sound & Light Director		\$900	\$918
Junior Class Advisor (2)	\$713	\$900	\$918
Costume Director	\$611	\$900	\$918
Literary Magazine		\$900	\$918
MS FFA		\$900	\$918
LEVEL 11			
Sophomore Class Advisor (2)	\$459	\$700	\$714
National Honor Society	\$459	\$700	\$714
French Honor Society	\$560	\$700	\$714
Spanish Honor Society	\$560	\$700	\$714
Model UN	\$764	\$700	\$714
SADD	\$408	\$700	\$714
Student Senate (2)*	\$1,325	\$700	\$714

LEVEL / POSITION	2003-04	2004-05	2005-06
LEVEL 12			
MS Student Council (2)*	\$1,325	\$600	\$612
Freshman Class Advisor (2)	\$713	\$600	\$612
Gourmet Crafters	\$611	\$600	\$612
Art Club	\$1,529	\$600	\$612
( ) = number of positions each receiving  * = If these two positions are assumed	the stipend beg	inning 2004-0	5
by one person that staff member will receive double the stipend indicated.			
Chaperone (per event)	\$40.76	\$45	\$45

#### Schedule D

#### GENERAL LANGUAGE

#### A. Experience:

- 1. Experience will count outside of the district in relation to the activity in a school setting.
- 2. Any experience on a level below the top position in a given category will carry over to any other assistant position within the category.
- 3. The top position will carry years of experience to a lower level position within the same category or activity.
- 4. The formula for credit for experience shall be two (2) percent per year for a maximum of ten (10) years, multiplied by the base level salary.

#### **B.** Appeals Committee:

- 1. The Appeals Committee shall be a standing committee, which shall be charged with the responsibility of hearing all appeals. Applications in writing shall be submitted to the committee no later than March 1. An Extracurricular Worksheet must be completed before an appeal may be heard. The committee shall consist of two (2) board members, two (2) Association members and the Superintendent. The Superintendent shall be the non-voting chairman and all recommendations must have a three quarter (3/4) majority.
- 2. A maximum of twenty-five (25) percent of the positions may be appealed by either group. In the hearing process, when a determination is made in regard to the appeal and agreed upon by both the Association and the Board, said determination shall be final as to the level. Reduction in salary is possible within this framework, as is an increase. Should the affected advisor wish to appeal the committee's decision, a formal interview will be conducted between the advisor and committee as soon as possible and before the next regularly scheduled Board of Education meeting.

#### C. Creation of New Extracurricular Positions:

1. A staff member may make a request to the Superintendent to create a new extracurricular position. The staff member will complete the Extracurricular Worksheet describing the position and its responsibilities. The Superintendent may recommend that position to the Board of Education for approval. The Appeals Committee will meet to determine the level to be paid for the position.

