

Agreement Between

**Northern Burlington County Regional
School District Board of Education**

and

**Northern Burlington County Regional
Teachers' Association**

July 1, 2006 through June 30, 2009

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PREAMBLE

This Agreement entered into this 1st day of July, 2006, by and between the Board of Education of the Northern Burlington County Regional School District, hereinafter called the "Board," and the Northern Burlington County Regional Teachers' Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education for the students of the Northern Burlington County Regional School District is their primary aim, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, be it

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

ARTICLE I RECOGNITION

A. Unit

The Board of Education of the Northern Burlington County Regional School District in the County of Burlington, for the Northern Burlington County Regional Schools, hereby recognizes the Northern Burlington County Regional Teachers' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following certified personnel under contract and on leave, employed by the Board:

1. Classroom teachers
2. School nurses
3. Guidance counselors
4. Librarians
5. Specialists except psychologists, psychiatrists, social workers, learning disabilities specialists, supervisory staff, and administrative staff.
6. Non-certificated registered nurse
7. Athletic Trainer

B. Definition of a Teacher

Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to all certified employees represented by the Association in the negotiating unit above defined, and reference to male teachers shall include female teachers.

**ARTICLE II
NEGOTIATION PROCEDURE**

A. Deadline Dates

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on terms and conditions of teachers' employment. The Association and the Board shall exchange proposals for modification of the Agreement by October 30 of the calendar year prior to expiration of this Agreement. Formal negotiations shall begin not later than the second week of November. When agreement is reached on terms and conditions of employment as described above, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative.

B. Available Data

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public records of the Northern Burlington County Regional School District.

C. Negotiating Committee

Neither party in any negotiations shall have any control over the selection of the negotiating representatives for the other party. The parties mutually pledge that their representatives shall have the necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Neither committee shall be restricted to consulting their parent bodies. Final ratification is subject to final approval by both parent bodies.

D. Declaring Impasse

Neither party shall declare impasse prior to February 1 of the year in which this Agreement expires to avoid required action by the Public Employees Relations Commission, otherwise known as PERC.

E. Recorder

A recorder shall be present at all meetings to provide accurate minutes of proceedings. These minutes shall be signed by the chairperson of the parties, attesting to their accuracy. The cost of said recorder shall be shared by both parties. This requirement may be waived upon agreement by both parties.

F. Continuation of Present Rules

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 to established by the rules and regulations of the board in force on said date, shall continue to be as applicable during the term of 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.

G. Limitations of Negotiating to Defined Unit

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization or individual other than the Association for the duration of this Agreement.

H. Modification of the Agreement

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.

ARTICLE III TEACHER WORK YEAR

A. Recommendation of Calendar

The Association's recommendation shall be considered prior to the construction of the school calendar by the Board of Education. The recommendation shall be submitted in writing by the President of the Association prior to December 1. A copy of the calendar for the following school year will be furnished to each teacher at the time contracts are issued.

B. Work Year

The teacher work year shall not be more than one hundred eighty six (186) workdays or one hundred eighty seven (187) workdays for employees in their first year of service. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days when teacher attendance is required.

Newly hired employees shall report for five (5) additional workdays to be scheduled during the last two (2) weeks of August in addition to the above delineated work year. There shall be no additional compensation for these days.

C. Final Paychecks

If the check-out procedure is completed by 3:30 p.m. by all teachers, checks will be available. If not, they will be available the next working day. At the option of the teacher, the check may be mailed.

ARTICLE IV TEACHING HOURS & TEACHING LOAD

A. Teaching Hours

1. Teachers shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
2. Each teacher shall arrive ten (10) minutes prior to the beginning of his assigned session and check out five (5) minutes after student dismissal of his assigned session, except on days of prescheduled in-service meetings and student testing days. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the student's day. In the event of an emergency school closing, the teachers of each assigned session will remain until all students from that session have departed.
3. The number of school periods will be the same and consecutive for all teachers. Because of the unique nature of some positions, it may be necessary to alter the arrival and departure times. Any such alteration must be mutually agreed to by the Association and the Board.
4. The total teacher in-school workday shall consist of not more than seven (7) hours and five (5) minutes which shall include a duty-free lunch period.

B. Teaching Load

1. All teachers, except as provided subsequently in this section shall be entitled to a duty-free lunch period plus one preparation period* per day and shall have a maximum work load of:
 - a. twenty-five (25) instructional periods per week
 - b. student supervision periods, or periods assigned for "Administrative Assistant" which when added to instructional periods, do not exceed thirty (30) assigned periods per week. Administrative Assistance periods may be assigned only with the mutual agreement of the teacher and the administration. The administration will assign these periods only to the extent that they do not place an

undue burden on staff that have been assigned student supervision periods. A teacher's supervision assignment shall be rotated quarterly when possible.

c. a homeroom

d. one resource period per day. This period shall be used for, but not limited to: extra help, parent/student conferences, committee work, mentoring, etc. The administration may assign each teacher during one (1) resource period each week to non-instructional duties. [assignments would include, but not be limited to, IEP meetings, Team meetings, additional student supervisory duties, study halls, etc.]

e. an effort shall be made to schedule common planning periods for those teachers teaching the same course or courses taught with a team teaching design.

* A preparation period shall be defined as a duty-free period.

2. Part-time Teacher position

- a. Pay will be based upon assignment pursuant to IV:B.1, IV:B.3, or IV:B.4, pro-rated by the number of teaching periods per week.
- b. A part-time employee shall work the pro-rated amount of time of the full workday.

FOR EXAMPLE:

A part-time teacher assigned under IV:B.1 with two (2) periods of instruction shall be considered a forty percent (40%) staff member and shall have a workday of 40% of the 425 minutes, or 170 minutes during which he/she shall teach two (2) periods and have a pro-rated duty, lunch and prep period.

- c. Part-time employees shall be eligible for health benefits pursuant to the number of qualifying hours in the plan.
- d. Personal and sick leave entitlements shall be consistent with full-time teachers.

3. ** Special area teachers (vocational agriculture, health, industrial arts, home economics, physical education, speech, reading, driver simulation, remediation, art, special education, and music) shall be entitled to a duty-free lunch period plus one (1) preparation period per day and shall have a maximum work load of:

- a. thirty (30) instruction periods per week
- b. student supervision periods, which when added to instructional periods do not exceed thirty (30) periods per week
- c. a homeroom
- d. One resource period per day. This shall be used for, but not limited to: extra help, parent/student conferences, committee work, mentoring, etc. The administration may assign each teacher during one (1) resource period each

week to non-instructional duties. [assignments would include, but not be limited to, IEP meetings, Team meetings, additional student supervisory duties, study halls, etc.]

**** A special area teacher is any teacher teaching four (4) or more classes of those areas defined in Article, IV, Part B, Section 3.**

4. ***** Librarians, school nurses , and guidance counselors shall be entitled to a duty-free lunch period plus one preparation period per day to be taken as daily scheduling allows and shall have a maximum work load of:**
- a. thirty (30) student contact periods per week.. These people shall not be assigned homeroom on a regular basis but may be asked to cover homerooms for a given day in emergency situations.
 - b. one resource period per day. This shall be used for, but not limited to: extra help, parent/student conferences, committee work, mentoring, etc.

***** A guidance counselor, librarian, or school nurse is defined as any teacher with four (4) or more class periods in areas of specialization defined in Article IV, Part B, Section 4.**

5. **Department and Team Leaders**

- a. Department Leaders – Grades 9-12: shall have ten (10) less periods per week, five (5) of which must be instructional periods.
- b. Special Area Team Leaders – Grades 7 and 8: may hold one (1) team meeting during their scheduled Resource Period each week.
- c. Team Leaders – Grades 7 or 8: may hold one (1) team meeting during their scheduled Resource Period each week.

6. The Driver Education Coordinator shall have one (1) period per day of released time.

7. The President of the Association shall have two (2) duty free periods per week, in addition to preparation periods, for the purpose of communication with the administration. The President of the Association shall not be assigned a homeroom.

C. **Lesson Plans**

1. Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful. All classroom teachers shall prepare lesson plans according to the format established by the Board of Education. During their first year of service to this school, classroom teachers must submit weekly lesson plans to their department leader for approval.

2. The lesson plans a teacher prepares for his own use need not be identical to those he submits to the office for use by the substitute teacher.
3. A copy of each teacher's lesson plans for the week will be submitted by sign-in time of the first day of that week.
4. A teacher shall keep an alternate substitute plan to cover one (1) class period of each course taught in the substitute folder. This plan must be replaced only after it has been used or is deemed no longer appropriate by the regular teacher. In the event of a planned absence, a teacher may submit replacement lesson plans to be used by the substitute instead of the lesson plans previously submitted.

D. Meetings

1. Teachers may be required to arrive before or remain after the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall not run for more than sixty (60) minutes. If additional time is needed by mutual agreement, the time may be extended. Professional meetings include but are not limited to: departmental, individual or group meetings with the administration or Child Study Team conferences. Staff development or in-service days do not constitute a meeting under this provision if held during normal work hours when students are released. It is agreed that less than three (3) monthly meetings may be held in the event there exists no reason to conduct a meeting, and/or the topics of such a meeting can be dealt with in other than a formal meeting setting. Emergency meetings may be called when necessary.
2. Meetings which take place before or after the regular in-school workday and which require attendance shall be held on Mondays for the High School and Tuesdays for the Middle School.
3. The notice of and the agenda for any meeting as mentioned in section D of this article shall be given to the teachers by the close of school on the Thursday preceding the meeting.
4. No meetings shall be held the day before a holiday.
5. Teachers may be required to attend no more than four (4) evening assignments each school year without additional compensation. The additional compensation shall be the same as that of a chaperon under Schedule C. Department leaders may be required to attend no more than one (1) additional evening assignment beyond that of teachers without additional compensation.

All evening activities, including Back-to-School Night, may be scheduled for up to two (2) hours in length.

E. Preparation Periods

1. The practice of using a teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In the event that a teacher must relinquish a preparation period, the following procedure shall be used:
 - a. Volunteers will be given first consideration in making assignments for the covering of classes. A list of teachers who desire to cover classes will be solicited and maintained by the principal of each school. A teacher who volunteers to cover classes may ask to have his name removed from the list any time, but once it is removed, it may not be returned to the list for the remainder the school year.
 - b. The administration shall make the necessary appointment for replacing an absent teacher during regular periods when a substitute or volunteer is not available. A teacher may request to be passed at that time and will be picked up the following time. However, it must be recognized that the final decision for filling vacancies rests with the Administration.
2. A record will be maintained of all extra periods covered by each teacher, and an appropriate copy will be distributed to those concerned. Payment will be made at the end of the second pay period of the month. Payment will be at the following rate per period:

For 2006-2007	\$30.00
For 2007-2008	\$31.25
For 2008-2009	\$32.25
3. Any teacher may, subject to Association approval, voluntarily accept conditions in excess of the maximum stated in this Article.

**ARTICLE V
TEACHER ASSIGNMENT**

- A. By March 1 the administration will survey the staff as to their intentions for employment for the coming year.
- B. The administration, at this time, will give to all returning staff the opportunity to make known their preference for teaching assignments and student supervision, in writing, for the coming year.

- C. When special area teachers provide the administration with scheduling preferences they will also indicate whether they prefer 5 or 6 period teaching schedules. As with other scheduling preferences, the administration will take this into consideration when assigning schedules, but will not be bound by it.
- D. Schedules should be balanced as much as possible with every effort made for two preparations and one assigned classroom.
- E. Temporary teaching schedules that describe specifically the title, grade level, and number of courses to be taught will be distributed to teachers not later than May 31.
- F. In the event that changes in such assignments are made after May 31, the teachers affected shall be notified in writing and given the opportunity to confer with the administration about the changes.
- G. Teachers will be provided opportunities to consult with the administration regarding scheduling problems through a written, established procedure.
- H. Teachers assigned to both the high school and middle school:
- [1] will not be required to travel during preparation periods, lunch periods or on passing time between periods
 - [2] said individuals will be compensated for mileage at the established mileage rate for one (1) mile per school day. This compensation will be paid at the end of the school year.

ARTICLE VI TEACHER EVALUATION

- A. Supervision of Instruction
1. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction. By September 15 of each school year, each teacher shall be given the name of the person who will evaluate his teaching performance.
 3. Supervision of instruction shall be defined as evaluation of instruction with the objective of improving the teaching process.
- B. All evaluations shall be conducted in accordance with New Jersey Administrative Code.

C. Classroom Observations

1. The evaluator shall be the person responsible for conducting at least one formal observation of the tenured teaching staff member. When possible, multiple observations that focus on different areas of responsibility are desirable.
2. The tenured teaching staff member shall receive a written report of the observation prepared by the evaluator at least one school day before the required conference to discuss same.
3. The conference regarding the observation shall be held within four (4) school days of the observation.
4. At the conference to discuss the observation report, the teacher shall sign the evaluator's copy as evidence that the report has been read and that a copy has been provided the teacher. The teacher's signature does not necessarily signify agreement. If both the teacher and observer agree that a specific change is warranted, a notation will be made by the observer and initialed by both parties.
5. The teacher shall have the right to put in writing and submit his comments concerning the observation report. Such comments will be attached to the evaluation form for the file.
6. A teacher and/or evaluator may request an observation by another appropriately certified evaluator when deemed to be in the best interest of the evaluation process.
7. No teacher shall be observed the day following a return from an absence.
8. A teacher shall not be negatively evaluated solely for not being on a given day's plan when observed.

D. Complaint procedure

1. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which is used in any manner in evaluating a teacher shall be given prompt attention. The administration shall attempt to resolve all oral and written complaints informally. Resolving of the complaint shall be done with the full knowledge of the teacher.
2. If the complainant is not satisfied with results of this informal discussion, the administration will advise the person to put the complaint in writing, if originally oral, sign it, and submit it to the principal. The principal will provide the teacher with a copy of the signed complaint. The teacher shall be given the opportunity to respond to and/or rebut the complaint.

3. It will be the responsibility of the principal to promptly investigate the complaint. If in the opinion of the principal a conference is warranted, it will be held as soon as possible, with those concerned parties in attendance, as is deemed necessary by the principal. If the complainant or teacher is not satisfied with the results of this meeting, he may ask for a hearing with the superintendent.
4. The superintendent shall hold a hearing, as soon as possible, regarding such complaint. All parties in interest shall be present at the hearing and may present such facts as are relevant to the complaint.
5. A teacher shall have the right to be represented by himself and/or the Association at any meeting, conference, or hearing regarding such complaint.

E. Final Evaluation Prior to Severance

Final Evaluation of a teacher upon termination of his employment shall be conducted prior to severance and no documents and/or other material shall be placed in the personal file of such teacher after severance except as in accordance with the procedure set forth in the ARTICLE. This shall not exclude letters of recommendation prepared at a teacher's request.

F. Derogatory Material

No material derogatory to a teacher's conduct, service, character, or personality, including a negative evaluation or classroom observation report, shall be placed in his personal file unless the teacher has an opportunity to review such material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and have it attached to the file copy.

ARTICLE VII ADDITIONAL TEACHING DUTIES

A. Additional Compensation

Any teacher who is requested to work beyond the established school year or accepts an assignment in excess of the maximum is to have pay calculated by the following formula. In any situation in which a teacher's pay is to be reduced, it is to be reduced by the following formula:

1. An hour's pay shall be 1/1400 of the teacher's contracted salary for the current school year.
2. A day's pay shall be 1/200 of the teacher's contracted salary for the current school year.
3. A month's pay shall be 1/10 of the teacher's contracted salary for the current school year.

4. Contracted salary shall be the salary entered upon each employment contract to teach issued by the Board.

B. Exceptions

These formulas shall not apply to the Title I Summer school program and to those activities listed in Schedule C.

C. Home Instruction

1. Home Instruction positions shall be posted in the faculty rooms for a minimum of three (3) days before the position is filled. The positions will be filled giving preference in the following order:
 - a. the classroom teacher
 - b. other teachers in the District
 - c. teachers from outside the District

2. The rate of pay will be per instructional hour:

For 2006-2007	\$36.00
For 2007-2008	\$37.50
For 2008-2009	\$38.75

D. Tutoring

1. Upon a valid request from a student or administrator, a teacher assumes the responsibility of offering extra help to his/her students who are having academic problems or have missed school because of excused absences. No teacher shall be expected or required to offer extra help to the extent to which it amounts to tutoring. Tutoring is defined as extra help on a regular basis.
2. No teacher will tutor a student for compensation in a particular subject when he has the responsibility for assigning a grade to the student in that subject.
3. Any teacher who agrees to tutor a student for payment will do so on a personal basis and said tutoring will not be the subject of this contract.

E. Mentoring

1. A mentor is a certified staff member who volunteers to provide assistance to new employees holding Provisional Certificates. The mentor must provide the support as outlined in the Department of Education guidelines.

2. The Board of Education shall pay the following stipends per year to the mentor who serves on the District Support Team. If two or more mentor teachers are assigned to the same new teacher, the payment shall be divided between/among them.

For 2006-2007	\$ 964
For 2007-2008	\$ 997
For 2008-2009	\$1,032

F. Summer Work: [to be implemented for 2007-2008]

1. Guidance Counselors and cooperative education teachers who have a guaranteed, required number of workdays outside the regular work year shall be compensated per Article VII:A.
2. Said salary shall be pensionable for the employee and paid to the employee during a ten (10) or twelve (12) month pay year as chosen by the employee.

FOR EXAMPLE:

An employee with twenty (20) guaranteed summer workdays may elect to have the appropriate compensation added to his/her annual salary and be paid on regular pay days as a twelve (12) month employee. In the alternative, the employee may have the appropriate compensation added to his/her annual salary and be paid on regular pay days as a ten (10) month employee.

3. Should the amount of additional work be reduced from one year to the next, or be eliminated, the employee is entitled only the appropriate guide salary based upon experience and educational attainment and the Board of Education need not utilize the provisions of N.J.S.A. 18A:25-5 to reduce the employee's compensation.

ARTICLE VIII TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, 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 concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours,

wages, or any terms and conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or preceding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey school laws or other applicable laws and regulations: The rights granted to teacher hereunder shall be deemed to be in addition to those provided by law.

C. Just Cause Protection

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without just cause.

D. Required Meetings or Hearings

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 office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Evaluation of Students

The teacher shall maintain the responsibility to determine grades within the grading policy and marking system guide of Northern Burlington County Regional School District based upon his professional judgment of available criteria pertinent to any given subject area to which he is responsible. In the event that a teacher is not available to make grades at the appropriate time, the grades shall be completed by the principal or his designee from information available. If a grade determination is made following the conclusion of the school year, the affected teacher shall be notified of the determination in writing. The notice will identify any change(s) made on the student's official records and indicate the reason for the change(s). The administration will make every effort to provide the teacher with this notice prior to the first day of the succeeding school year.

F. Personnel File

1. Definition of Personnel File

Personnel file is that file with material concerning supervision and material related to performance.

2. Limitation
Only one (1) personnel file shall be maintained by the central administration.
3. Inspection by Teacher

Any teacher, upon presentation of advance written request, may inspect his personal file. The teacher shall have the right to add his written comments to any material filed and these written comments shall be made part of the teacher's personal file. Every five (5) years a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if he/she determines they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

ARTICLE IX GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, or administrative decisions affecting a teacher or a group of teachers. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract of a non-tenure teacher.
 - b. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education. However, a party shall have the option of processing a grievance at the appropriate level below Level Five of the Grievance Procedure rather than pursue a method of review or appeal as prescribed by law or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education. If the grievance is not resolved to the party's satisfaction below Level Five, the grievance above Level Four shall proceed by the method of review or appeal as prescribed by law, or by rule, regulation, or decision of the state Commissioner of Education or the State Board Education.
 - c. In matters where the Board is without authority to act.
2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "days" when used in the ARTICLE shall mean, except where otherwise indicated, working school days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as Informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. Failure to act within thirty (30) days of the occurrence complained of shall be deemed to constitute an abandonment of the grievance.
3. In the event a grievance is filed after June 1, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the 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 is practicable.
4. **Level One**
A teacher with a grievance shall first discuss it with his vice principal, principal, and/or supervisor, either directly, or through the Association's one designated representative, with the objective of resolving the matter informally. Decisions which are unsatisfactory to the aggrieved person shall be in writing, setting forth the decision and the reasons thereof.
5. **Level Two**
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities, hereinafter referred to as the "PR & R Committee," within five (5) days after the decision at Level One, or within ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the PR & R Committee shall refer it to the Superintendent of Schools for his decision.

6. Level Three

- a. Within ten (10) days after the grievance has been filed with the Superintendent, the Superintendent shall hold a hearing on the grievance unless the aggrieved person states in writing that he does not desire such a hearing. All parties in interest shall be present at the hearing and may present such facts as are relevant to the grievance being considered.
- b. The Superintendent shall render a decision in writing of the grievance within five (5) days after the conclusion of the hearing, or aggrieved person's statement of refusal to have a hearing, and a copy of such decision shall be forwarded immediately to the Chairperson of the PR & R Committee and to the aggrieved person.

7. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three or in the event no decision has been rendered by the Superintendent within five (5) days after the conclusion of the hearing or fifteen (15) days after the grievance has been filed with the Superintendent, he may request the PR & R Committee to appeal the grievance to the Board, in which event the PR & R Committee shall take the appeal by notifying the Superintendent in writing. The Association must file the grievance at Level Four no later than twenty (20) days after the Superintendent's decision at Level Three is delivered.
- b. Where an appeal is taken to the Board, the PR & R Committee shall submit in writing the aggrieved party's dissatisfaction with the Superintendent's action.
- c. If the PR & R Committee, in its appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it. The Board may, on its own, conduct a hearing, and at this time may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.
- d. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall notify, in writing, the PR & R Committee, the aggrieved person, and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.

8. Level Five

- a. If the aggrieved person is not satisfied with disposition of his grievance at Level Four, or if no decision has been rendered by the Board within thirty (30) days after the grievance was delivered to the Board, he may request in writing the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of the request by the aggrieved person. The affected teacher must abide by the majority decision of the Association and may not personally take the Board to arbitration following a rejection of his grievance by the Association. The Association must file the grievance at Level Five no later than forty-five (45) days after the decision at Level Four is delivered.
- b. The arbitration procedure shall only be used in the processing of grievances which arise out of violation of the teaching contract. Teachers processing grievances involving administrative decisions shall use channels already guaranteed by Board policy up to and including a full and open hearing before the Board of Education.
- c. Within ten (10) days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decisions 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. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the 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 party in interest, any representative, any member of the PR & R Committee of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. 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 grievances in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The PR & R Committee may process such grievance procedure even though the aggrieved person does not wish to do so.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, and 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.
4. 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, with the exception of Level One.

ARTICLE X
LEAVES OF ABSENCE

A. Sick Leave

1. All teachers of the Northern Burlington County Regional School District shall be entitled to ten (10) days leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. New teachers hired during the school year will have the number of sick days available to them during the remainder of that school year as follows:

September	10 days	February	5 days
October	9 days	March	4 days
November	8 days	April	3 days
December	7 days	May	2 days
January	6 days	June	1 day

3. Any teacher who uses three (3) or less sick leave days in any year will accumulate an additional two (2) sick leave days.
4. Teachers who are unable to report to work in time for the start of the work day, or who must leave work before the end of the work days (as outlined in Article IV:A.2) shall be charged leave in accordance with the following schedule:
- a. present for work at least seven (7) periods, with administrative approval due to unforeseen emergent reasons, no charge. Administrative approval will not be unreasonably withheld.
 - b. present at work less than seven (7) periods but at least five (5) periods, one-half ($\frac{1}{2}$) day charge
 - c. present at work less than five (5) periods, one (1) day charge.
5. All teachers shall be given written accounting of accumulated sick days and personal days no later than September I of each school year.
6. All teachers, upon retirement, will be paid for unused sick days using the following schedule:

If an employee provides an unconditional letter of retirement by December 15th, the payment for unused sick leave shall be:

for days 1 to 200: fifty dollars (\$50) per day
for days 201+: one hundred dollars (\$100) per day

If an employee provides a notice of retirement after December 15th, the payment for unused sick leave shall be:

for days 1 to 200: forty-five dollars (\$45) per day
for days 201+: one hundred dollars (\$100) per day

The maximum pay out to any one teacher shall be capped at twenty thousand dollars (\$20,000).

The payout shall be made as a lump sum payment in July of the ensuing school year and shall be made to a 403(b) account in the employee's name

If a teacher dies prior to retirement, payment for unused sick days shall be paid to his estate. Said payment will be made in one lump sum.

B. Jury Duty

The Board wholeheartedly supports requests for jury service when submitted with court request. The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employee.

C. Temporary Leaves of Absence

Temporary accumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:

1. Three (3) days for personal, legal, religious, business, household, or family matters which require absence during school hours. Application to the administration shall be made twenty-four (24) hours in advance, except in case of emergency, and the reason for taking such leave other than it is being taken under this category shall not be stated.
 - a. A maximum of five (5) teachers in the District will be granted personal leave on any one day. In the event that more than the allowed number of teachers apply for personal leave on any one day, leave shall be granted to the first applications received. This maximum shall not apply on religious holidays.
 - b. Except in case of an emergency, no personal leave shall be granted the day before or the day after a holiday. if an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.
2. Unused personal days shall be accumulated from year to year. Maximum available personal days in any given year will be five (5) days. Upon retirement accumulated personal days will be converted to sick days.
3. Other leaves of absence may be granted by the Board for good reasons.

Temporary non-accumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:

1. Five (5) days at any one time and per occurrence in the event of death of a spouse, child, parent, or sibling. An employee may claim bereavement leave for a domestic partner upon presentation of a New Jersey State Certificate of Domestic Partnership to the Superintendent of Schools.

Three (3) days at any one time and per occurrence in the event of the death of a mother/father-in-law, sister/brother-in-law, daughter/son-in-law, grandparent or grandchild.

2. Three (3) days per year in the event of serious illness of the spouse, child, parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren for which the teacher is the legal guardian.
3. Other leaves of absence may be granted by the Board for good reason.

D. Extended Leaves of Absence

1. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed services of the United States for the period of the induction or initial enlistment.
2. Pregnancy, which is covered by sick leave, will be granted in adherence to the guidelines set forth by the New Jersey Division of Civil Rights.
3. A study leave shall be available to teachers after seven (7) years of service in the Northern Burlington School District, subject to Board approval. No more than one (1) teacher shall be granted such leave per year. No compensation will be granted.
4. Other leaves of absence without pay may be granted by the Board for good reason. All extensions or renewals shall be applied for and granted or rejected in writing.
5. All requests for leaves of absence without pay must be submitted in writing at least thirty (30) days prior to the commencement date of the leave and shall include the reason for the leave.

E. Sabbatical Leave

1. Purpose:

A sabbatical leave shall be granted by the Board upon the recommendation of the Superintendent to a teacher for the purpose of full-time graduate study in their field. Other courses as approved by the Board including study in another area of specialization may be granted by the Board.

2. Conditions:

Sabbatical leave shall be granted subject to the following conditions:

- a. A maximum of one (1) teacher shall be granted sabbatical leave during any school year.
- b. Requests - requests for sabbatical leave must be received by the Superintendent in writing no later than December 1 and action must be taken on all such requests no later than January 1.
- c. Minimum time to qualify - the teacher applying must have completed seven (7) years of service in this school district.
- d. Pay - a teacher on sabbatical leave shall be paid by the Board at 50% of the salary rate which he would have received had he remained on active duty.
- e. Length of Leave - one (1) school year shall be maintained as the minimum and maximum length of the sabbatical.
- f. Return - upon return from sabbatical leave, a teacher shall be placed on the salary guide at the level on which he would have achieved had he remained on active duty. Said teacher is required by written agreement to continue his employment in this school district for a minimum of two (2) additional school years following the sabbatical.
- g. Fringe benefits - full fringe benefits will be granted as per contracted year during the period of sabbatical.

ARTICLE XI ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Buildings

The Association and its members shall have the right to use school buildings as long as the proper forms have been initiated and approved in accordance with Board policy. The approval shall be granted within the framework of building availability.

B. Use of Equipment

The Association may have the right to use school computers and copying machines in the faculty rooms at reasonable times when such equipment is not otherwise being used by teachers.

C. Bulletin Boards

The Association shall have the use of a bulletin board in each faculty room.

D. Mail Facilities and Mail Boxes

The Association shall be allowed the use of existing inter-school mail facilities and school mail boxes provided it does not interfere with regular school mail. The Board assumes no responsibility for delivery.

E. Minutes of Board Meetings

The Board shall provide the Association with three (3) copies of the minutes of each Board meeting.

F. Office Space

The Board agrees to provide the Association suitable office space (a room) for the conduct of official Association business. Said agreement is based on the following conditions:

1. Space is available as determined by the Board of Education in September of each year.
2. That this available space will be available for a continuous one (1) school year period.

G. Reduction in Force (R.I.F.)

Whenever an anticipated reduction in force would specifically affect members of the bargaining unit, the President of the Association shall be immediately, as practical, notified in writing after affected individuals have been notified.

**ARTICLE XII
EXTRACURRICULAR ACTIVITIES**

A. Definition

Extracurricular activities, as listed in Schedule C of this Agreement, are the duties performed by teachers beyond their normal teaching day for extra compensation.

B. Advisor's Responsibility

The faculty advisor of an extracurricular activity shall be responsible for making the decisions relative to his activity with the same authority that a teacher has relative to his classroom activities. The advisor will be responsible to comply with the rules, regulations, and procedures of the Board of Education and the State Department.

C. Extracurricular Contracts

The contracts to be issued for extracurricular activities will be issued, when possible, at the same time that the teacher is issued his contract to teach for the following year, with the final determination to be made by the Board of Education.

**ARTICLE XIII
PROMOTIONS, NEW POSITIONS, AND VACANCIES**

A. Definitions

1. Promotional positions are defined as follows: Full-time positions paying a salary differential and/or positions on the administrative-supervisory level of responsibility.
2. New positions are those positions for which contracts have not previously been issued by the Board.
3. Vacancies are defined as unfilled positions.

B. Notice

1. Notices relative to promotions, new positions, and vacancies shall be posted during the school year in each school at least fifteen (15) days prior to appointment.
2. Notices relative to openings that occur during the summer shall be forwarded by registered mail to the President of the Association at least fifteen (15) days prior to appointment.

C. Teachers interested in applying for any posted positions shall follow the procedure included in the notification.

**ARTICLE XIV
MISCELLANEOUS**

A. This Agreement shall be effective as of July 1, 2006 and continue in full force and effect without change until June 30, 2009.

B. Printing Costs

The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of this Agreement.

C. Save-Harmless Clause

In the development of Schedule C, it was the intent of both parties to comply with all State and Federal Titles and Civil Rights Laws.

The Board will hold the Association harmless in any legal action taken.

- D. All mileage payments for travel in teacher-owned vehicles for authorized school purposes shall be in accordance with Board policy, but not less than the amount allowed by IRS. All mileage calculations shall be from the Northern Burlington School District campus to destination and return. Administrative approval is required for all such expenses.**
- E. Pay checks will be issued bi-weekly, beginning the first Friday of the school year. In case of a holiday falling on a Friday, the checks will be issued on the day before the holiday.**
- F. Payment for curriculum or other summer work shall be made in the pay period following the satisfactory completion of the work. The administration shall determine whether the work has been completed satisfactorily.**

**ARTICLE XV
REPRESENTATION FEE**

A. Purpose of Fee

If a teacher does not become a member of the Association during any school year, said employee will be required to pay a representation fee to the Association for that school year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount and Transmission of Fee

1. Notification

Prior to the beginning of each school year, the Association will notify the Board in writing of the amount of the regular membership dues. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in the same manner as dues are deducted from members of the Association.

C. Save Harmless Clause

In the development of Article XV, it was the intent of both parties to comply with all State and Federal Titles and Civil Rights Laws.

The Association will hold the Board harmless in any legal action taken.

ARTICLE XVI ATHLETIC TRAINER

The rights of the Athletic Trainer shall be consistent with those of teachers with the following exceptions. Because of the unique nature of this position, the daily work day is necessarily different from that of the classroom teacher but should not exceed the workload of a classroom teacher.

A. Contract Year:

The Athletic Trainer will begin the work year one (1) day prior to the commencement of the preseason for fall athletics in mid-August and sign out on the last day of the last athletic event in the spring.

B. Hours

1. Fall season
From noon until athletic events are over. Attendance at Saturday games is also required.
2. Winter season
From 1:00 p.m. until athletic events are over. Attendance at Saturday games is also required.
3. Spring season
From noon until athletic events are over. Attendance at Saturday games is also required.
4. Summer
The athletic trainer may be required to attend two (2) days of professional development training during the summer months between the Spring and Fall seasons.

C. Salary

Because the schedule outlined above requires the athletic trainer to work more than 215 days in a contract year, the trainer will be paid 115% of his/her salary as indicated on the salary guide.

SCHEDULE A SALARIES

1. Salary guides are included herein and made a part hereof as:

Schedule A-1	2006-2007
Schedule A-2	2007-2008
Schedule A-3	2008-2009

2. Longevity

[a] For employees hired prior to June 30, 2004, a teacher shall, when receiving a contract, also receive longevity based upon the following schedule:

After three (3) years in the district	\$ 300
After six (6) years in the district	\$ 600
After nine (9) years in the district	\$ 900
After twelve (12) years in the district	\$1,200
After fifteen (15) years in the district	\$1,500

[b] For employees hired after July 1, 2004, a teacher shall, when receiving a contract, also receive longevity based upon the following schedule:

After fifteen (15) years in the district	\$1,500
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Schedule A-1 2006-2007

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	44,225	44,925	45,625	47,025	47,725	48,425	50,225
2	44,432	45,132	45,832	47,232	47,932	48,632	50,432
3	44,639	45,339	46,039	47,439	48,139	48,839	50,639
4	44,846	45,546	46,246	47,646	48,346	49,046	50,846
5	46,114	46,814	47,514	48,914	49,614	50,314	52,114
6	47,547	48,247	48,947	50,347	51,047	51,747	53,547
7	48,981	49,681	50,381	51,781	52,481	53,181	54,981
8	50,634	51,334	52,034	53,434	54,134	54,834	56,634
9	52,288	52,988	53,688	55,088	55,788	56,488	58,288
10	53,942	54,642	55,342	56,742	57,442	58,142	59,942
11	55,596	56,296	56,996	58,396	59,096	59,796	61,596
12	57,249	57,949	58,649	60,049	60,749	61,449	63,249
13	58,903	59,603	60,303	61,703	62,403	63,103	64,903
14	61,793	62,493	63,193	64,593	65,293	65,993	67,793
15	64,682	65,382	66,082	67,482	68,182	68,882	70,682
16	67,682	68,382	69,082	70,482	71,182	71,882	73,682
17	70,682	71,382	72,082	73,482	74,182	74,882	76,682
18	73,682	74,382	75,082	76,482	77,182	77,882	79,682
19	76,682	77,382	78,082	79,482	80,182	80,882	82,682
20	79,858	80,558	81,258	82,658	83,358	84,058	85,858
OFF				84,651			

Schedule A-2 2007-2008

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	45,507	46,257	47,007	48,507	49,257	50,007	52,007
2	45,707	46,457	47,207	48,707	49,457	50,207	52,207
3	45,920	46,670	47,420	48,920	49,670	50,420	52,420
4	46,133	46,883	47,633	49,133	49,883	50,633	52,633
5	47,437	48,187	48,937	50,437	51,187	51,937	53,937
6	48,912	49,662	50,412	51,912	52,662	53,412	55,412
7	50,387	51,137	51,887	53,387	54,137	54,887	56,887
8	52,087	52,837	53,587	55,087	55,837	56,587	58,587
9	53,789	54,539	55,289	56,789	57,539	58,289	60,289
10	55,490	56,240	56,990	58,490	59,240	59,990	61,990
11	57,650	58,400	59,150	60,650	61,400	62,150	64,150
12	60,650	61,400	62,150	63,650	64,400	65,150	67,150
13	63,650	64,400	65,150	66,650	67,400	68,150	70,150
14	66,650	67,400	68,150	69,650	70,400	71,150	73,150
15	69,650	70,400	71,150	72,650	73,400	74,150	76,150
16	72,650	73,400	74,150	75,650	76,400	77,150	79,150
17	75,650	76,400	77,150	78,650	79,400	80,150	82,150
18	78,650	79,400	80,150	81,650	82,400	83,150	85,150
19	82,150	82,900	83,650	85,150	85,900	86,650	88,650
OFF				87,143			

Schedule A-3 2008-2009

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	47,757	48,507	49,257	50,757	51,507	52,257	54,257
2	47,957	48,707	49,457	50,957	51,707	52,457	54,457
3	48,157	48,907	49,657	51,157	51,907	52,657	54,657
4	48,357	49,107	49,857	51,357	52,107	52,857	54,857
5	48,557	49,307	50,057	51,557	52,307	53,057	55,057
6	50,066	50,816	51,566	53,066	53,816	54,566	56,566
7	51,576	52,326	53,076	54,576	55,326	56,076	58,076
8	53,316	54,066	54,816	56,316	57,066	57,816	59,816
9	55,058	55,808	56,558	58,058	58,808	59,558	61,558
10	56,800	57,550	58,300	59,800	60,550	61,300	63,300
11	59,844	60,594	61,344	62,844	63,594	64,344	66,344
12	62,889	63,639	64,389	65,889	66,639	67,389	69,389
13	65,152	65,902	66,652	68,152	68,902	69,652	71,652
14	68,223	68,973	69,723	71,223	71,973	72,723	74,723
15	71,294	72,044	72,794	74,294	75,044	75,794	77,794
16	74,364	75,114	75,864	77,364	78,114	78,864	80,864
17	79,227	79,977	80,727	82,227	82,977	83,727	85,727
18	84,089	84,839	85,589	87,089	87,839	88,589	90,589
OFF				89,082			

Years of Experience and Guide Movement Chart

<u>2005-2006</u>		<u>2006-2007</u>		<u>2007-2008</u>		<u>2008-2009</u>	
<u>Step</u>	<u>Yrs of Exp</u>	<u>OLD/NEW</u>	<u>Yrs of Exp</u>	<u>STEP</u>	<u>Yrs of Exp</u>	<u>STEP</u>	<u>Yrs of Exp</u>
		<u>STEP</u>		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	
		1	0	1	0	1	0
		1	0	2	1	2	1
A-1	0	1/2	1	3	2	3	2
B-2	1	2/3	2	4	3	4	3
C-3	2	3/4	3	5	4	5	4
D-4	3-4	4/5	4-5	6	5-6	6	5
E-5	5-6	5/6	6-7	7	7-8	7	6-7
F-6	7-8	6/7	8-9	8	9-10	8	8-9
G-7	9-10	7/8	10-11	9	11-12	9	10-11
H-8	11-12	8/9	12-13	10	13-14	10	12-13
I-9	13-14	9/10	14-15	11	15-16	11	13-14
J-10	15-16	10/11	16-17	12	17-18	12	14-15
K-11	17-18	11/12	18-19	13	19-20	13	16-17
L-12	19-20	12/13	20-21	14	21-22	14	18-19
M-13	21-22	13/14	22-23	14	23-24	15	22-23
N-14	23	14/15	24	15	25	15	24-25
O-15	24	15/15	25	15	26	16	26
P-16	25	16/16	26	16	27	16	27
Q-17	26	17/16	27	16	28	17	28
R-18	27	18/17	28	17	29	17	29
S-19	28	19/17	29	17	30	18	30+
T-20	29	20/18	30	18	31		
U-21	30	21/18	31	18	32		
V-22	31	22/19	32	19	33+		
W-23	32	23/20	33+				
X-24	33+						

SCHEDULE B FRINGE BENEFITS

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield *Blue Select* health program, which shall be the base health plan for the district. Said plan shall have the following provisions effective July 1, 2006:
 - > a fifteen dollar (\$15) office co-pay, and shall include well baby care and adult physicals.
 - > an out-of-network deductible of \$200 single and \$400 family
 - > a fifty dollar (\$50) emergency room co-pay
 - > out-patient therapy [e.g. speech, physical or occupational] limited to 60 visits per benefit period.
 - > chiropractic visits limited to 60 visits per benefit period
 - > in patient, non-biological based mental health visits limited to 45 days in-patient per benefit period. [biological mental health remains unchanged]
2. The terms, conditions, rules and limitations as provided for by the contracts of the insurance and underwriting companies will govern.
3. The medical program shall include a mandatory second surgical opinion with a 50% penalty.
4. During each year of this agreement, bargaining unit members, who are eligible for levels of coverage in the health insurance programs beyond single coverage, may voluntarily waive their enrollment in any or all of these programs by submitting proof that they are covered in another insurance program. Employees who waive such coverage shall receive from the Board one-half (1/2) of the premium cost(s) that the Board would have paid on their behalf if they had remained in the District's insurance programs. The date of reimbursement shall be June 30. The employee's opt-out form is available through the Business Office.

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Blue Shield Dental program, at the going family rate, for the complete "100+ Program." This program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery. Effective July 1, 1997, the yearly maximum under the dental plan shall increase to \$2,000. Effective at the same time, the Board shall implement a passive PPO overlay on the dental plan.
2. The terms, conditions, rules, and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

C. Prescription Plan

The Board of Education will pay the premium of the New Jersey Blue Cross prescription Plan for the employee and family. The prescription co-payment will be twenty dollars (\$20) for brand name and ten dollars (\$10) for generic drugs. Chronic illness prescriptions can be obtained through a mail order program with a one time co-pay for each mail order supply of twenty dollars (\$20) brand name and ten dollars (\$10) generic drugs.

D. Section 125 IRS Plan

Effective July 1, 2002, the Board will establish an IRS Section 125 plan and pay the set-up fee, provided that a minimum of fifty percent (50%) of the unit members participate. Employees who participate shall be responsible for paying the monthly plan administration fees.

E. Disability

For teachers who have completed ten (10) years of service to the District and have exhausted accumulated sick leave, the Board agrees to pay for present medical and dental insurance for one (1) month. For each additional year of service to the district, the Board will pay an additional one (1) month for a maximum of one (1) year.

F. Medical and Dental After Retirement

1. The Board of Education agrees that any teacher after fifteen (15) years of continuous employment within the district and who retires from the teaching profession, said Board of Education will pay for the Blue Cross/Blue Shield, Rider "J", Major Medical, Dental Program, and Prescription Plan for a five (5) year period provided that the employee is not eligible to be enrolled in the New Jersey State Health Benefits Program as part of his/her retirement benefits.
2. The Board of Education further agrees to allow any teacher the right to reimburse the Board of Education for all medical, prescription, and dental insurance paid on their behalf for a total of five (5) additional years or for a period of time until a teacher reaches 65 years of age after retirement.

G. Credit for Experience and Professional Improvement

1. Full credit for public and non-public school experience may be recommended by the Superintendent at initial hire. Placement shall be pursuant to the attached experience chart.
2. Full credit for United States Military Service up to, but not exceeding four (4) years.
3. In all cases, the rationale for placement will be stated prior to hiring.

4. Any teacher 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 for the following year. Those employed after February 1 will remain on the step at which they were hired the following school year.
5. Credits for advancement on the salary schedule shall be submitted before October 10 for retroactive payment to September 1st, or before March 10 for retroactive to February 1st.

H. National Board Certification

1. Upon completion of the National Board Certification Program and receipt of the certification, the Board of Education will reimburse the five hundred seventy-five dollar (\$575) registration fee and pay the teacher a one thousand five hundred dollar (\$1,500) bonus.
2. Each year, on September 15th, if the teacher is still employed in the district, he/she will receive a one thousand dollar (\$1,000) bonus as long as he/she maintains a valid certificate.

I. Receiving increments

1. The Board reserves the right to hold a teacher at any place on the schedule until experience and training, or both, warrant the salary.
2. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Superintendent, subject to approval by the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustment to the proper place on the guide may be withheld in whole or in part. Before making any recommendations to the Board, the Superintendent shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the School Board.
3. Any employee not actively employed for more than ninety (90) days during the course of an academic year shall not advance to the next step of the salary guide for the ensuing year.

J. Tuition Reimbursement for Graduate Credits

The Board of Education agrees to reimburse teachers for partial costs of tuition according to the following:

1. Coursework required for initial certification, whether undergraduate or graduate courses, shall not be eligible for reimbursement.
2. Only graduate credits shall subsequently be recognized for movement across the salary guide.
3. Graduate School courses must be within the field of education and have relevance to the curriculum of Northern Burlington County Regional School District.
 - a. Correspondence or video courses shall not be deemed acceptable.
 - b. Distance learning courses will be acceptable for reimbursement and movement on the guide if approved by the Superintendent pursuant to this provision and only if the distance learning course is at the graduate level.
4. The Superintendent shall deem the relevance of the graduate course prior to the first class.
5. The Board of Education is held save-harmless in all matters related to the pursuit of graduate school courses.
6. The maximum expenditure by the Board of Education for tuition reimbursement in any one school year shall be \$50,000.
7. The following terms and conditions apply to tuition reimbursement:
 - a. The amount of tuition an employee spends for a course will be pro-rated for tuition reimbursement according to the following:
 - > for an earned grade of 'A': 90% of the tuition rate
 - > for an earned grade of 'B': 75% of the tuition rate
 - > an ungraded course will be reimbursed at the earned 'B' rate
 - > for an earned grade of 'C' or less: no reimbursement

For example: \$3,000 tuition cost, Grade of 'A' = \$2,700 pro-rated tuition amount
 - b. The pro-rated tuition amounts for all courses actually completed by June 30th of the school year shall be totaled prior to the start of a new school year.
 - c. All tuition reimbursement requests must be accompanied by an official transcript from the University or College attended, along with verification of payment for the course by July 30th prior to the start of the new school year. The final calculation will be completed by August 30th based on the employees eligible for reimbursement.

- d. The cap amount in § 6. of this article will be divided by the pro-rated total of tuition costs for all coursework actually completed. That mathematical calculation will create a percentage.

For example: the \$50,000 cap is divided by \$53,000 in pro-rated tuition costs creating a percentage of 94.34%

- e. The percentage calculated by the formula in d. above shall be applied to each individual employee's pro-rated tuition reimbursement amount to calculate the actual tuition reimbursement amount.

NOTE: Should the total of the pro-rated amount of tuition expended be less than the cap amount in § 6. of this article, the reimbursement amount shall be equal to 100% of the pro-rated tuition amount. In no case, however, may an employee be reimbursed for more than the actual pro-rated tuition amount.

- f. Teachers will be reimbursed on October 15th of the school year following the school year in which the course is taken, provided that the teacher is still employed in the Northern Burlington Regional School District.

SCHEDULE C

Extracurricular Salaries

A. Activities

Activities in Schedule C which are preceded by an asterisk (*) will be eligible for credit for experience according to the following:

- a. For the second and third years of service to a given activity by the same person, \$25 will be added to the salary.
- b. For the fourth through seventh years of service to a given activity by the same person, \$50 will be added to the salary.
- c. For the eighth and all subsequent years of service to a given activity by the same person, \$75 will be added to the salary.

B. **Payment Schedule**

- [1] Full-year activities will receive one-half (1/2) of the appropriate stipend with the second pay in December and one-half (1/2) with the second pay in June.
- [2] Advisors for seasonal activities will receive the appropriate stipend on the following schedule:
 - Fall Activities - the second pay in December
 - Winter Activities - the second pay in March
 - Spring Activities - the second pay in June

Schedule C - Extracurricular Salaries

ATHLETICS

2006-2007 2007-2008 2008-2009

High School

*	Baseball – Head	6,590	6,980	7,330
*	Baseball – Assistant	4,550	4,785	5,025
*	Basketball - Head [Boys or Girls]	7,650	8,100	8,550
*	Basketball - Assistant [Boys or Girls]	5,300	5,575	5,855
*	Head Bowling	4,602	4,840	5,128
*	Cross Country - Head	4,900	5,150	5,460
*	Cross Country – Assistant	3,460	3,635	3,830
*	Field Hockey – Head	6,590	6,980	7,330
*	Field Hockey – Assistant	4,550	4,785	5,025
*	Football – Head	8,450	8,945	9,440
*	Football - Assistant	6,175	6,500	6,830
*	Golf – Head	3,700	3,885	4,080
*	Lacrosse - Head [Boys or Girls]	6,590	6,980	7,330
*	Lacrosse - Assistant [Boys or Girls]	4,550	4,785	5,025
*	Soccer - Head [Boys or Girls]	6,590	6,980	7,330
*	Soccer - Assistant [Boys or Girls]	4,550	4,785	5,025
*	Softball - Head [Girls]	6,590	6,980	7,330
*	Softball - Assistant [Girls]	4,550	4,785	5,025
*	Swimming – Head	6,400	6,728	7,078
*	Swimming – Assistant	4,550	4,785	5,025
*	Tennis - Head [Boys or Girls]	4,200	4,410	4,631
*	Tennis - Assistant [Boys or Girls]	2,925	3,075	3,230
*	Track - Head [Boys or Girls]	6,590	6,980	7,330
*	Track - Assistant [Boys or Girls]	4,550	4,785	5,025
*	Volleyball – Head	6,590	6,980	7,330
*	Volleyball – Assistant	4,550	4,785	5,025
*	Winter Track – Head	4,550	4,785	5,025
*	Winter Track – Assistant	3,040	3,200	3,365
*	Wrestling – Head	7,650	8,100	8,550
*	Wrestling – Assistant	5,300	5,575	5,855

ATHLETICS

2006-2007 2007-2008 2008-2009

Middle School

	Athletic Coordinator	6,175	6,500	6,830
*	Baseball	3,231	3,331	3,476
*	Basketball [Boys or Girls]	3,231	3,331	3,476
*	Cross Country	3,231	3,331	3,476
*	Field Hockey [Girls]	3,231	3,331	3,476
*	Lacrosse [Boys or Girls]	3,231	3,331	3,476
*	Soccer [Boys or Girls]	3,231	3,331	3,476
*	Softball	3,231	3,331	3,476
*	Track	3,231	3,331	3,476
*	Volleyball	3,231	3,331	3,476
*	Wrestling	3,231	3,331	3,476

District

	Special Olympics	2,301	2,420	2,564
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ACTIVITY

2006-2007 2007-2008 2008-2009

High School

*	Academic Team Advisor	3,583	3,762	3,950
*	Advisor - Grades 11 or 12 [2 each grade]	2,443	2,566	2,694
*	Advisor - Grades 9 or 10	1,908	2,003	2,103
*	Cheerleader - FALL - Head	2,595	2,725	2,862
*	Cheerleader - FALL - Assistant	1,994	2,094	2,198
*	Cheerleader - WINTER - Head	2,595	2,725	2,862
*	Cheerleader - WINTER - Assistant	1,994	2,094	2,198
*	Choral Director	1,413	1,484	1,558
*	Club Advisors	1,003	1,053	1,106
	Debate Team	1,679	1,763	1,851
*	Drama - Head (each)	3,970	4,169	4,377
*	Drama - Assistant [each]	2,968	3,117	3,273
	D.E.C.A.	1,313	1,378	1,447
	F.B.L.A.	1,313	1,378	1,447
	F.F.A. (per person)	918	964	1,012
	F.H.A.	992	1,042	1,094
	Greenhouse	1,313	1,378	1,447
	Intramural Advisor	1,304	1,369	1,438

	Jazz Ensemble	3,762	3,950	4,148
	Literary Magazine	1,313	1,378	1,447
*	L.I.F.E.	1,313	1,378	1,447
*	Marching Band - Director	6,245	6,558	6,886
*	Marching Band - Assistant Director	4,305	4,520	4,746
*	Marching Unit - Instructor [each]	2,111	2,216	2,327
*	Math Team	1,706	1,792	1,881
*	Musical - Head [each]	3,970	4,169	4,377
*	Musical - Assistant I [each]	2,968	3,117	3,273
*	Musical - Assistant II [each]	2,100	2,205	2,315
*	National Honor Society	1,833	1,925	2,021
*	Newspaper	5,011	5,261	5,524
*	Physical Fitness (per season)	1,375	1,445	1,517
*	Jazz Band	1,190	1,249	1,312
*	Step Team	1,117	1,173	1,232
*	Student Council	3,170	3,328	3,495
	Thespians	2,100	2,205	2,315
	Web Team	1,003	1,053	1,106
*	Winter Guard	1,712	1,797	1,887
*	Yearbook - Advisor [Grades 9-12]	6,257	6,570	6,898

Middle School

*	Advisor - Grades 7 or 8	1,908	2,003	2,103
*	Cheerleader - FALL - Head - MS	1,791	1,881	1,975
*	Cheerleader - WINTER - Head - MS	1,791	1,881	1,975
	Choral Director	1,413	1,484	1,558
	Club Advisor	1,003	1,053	1,106
*	Drama or Musical [each]	3,020	3,171	3,329
	F.F.A.	918	964	1,012
*	First Aid	1,706	1,792	1,881
	Intramural Advisor	1,304	1,369	1,438
	Lab Band	1,190	1,249	1,312
	Literary Magazine	1,313	1,378	1,447
	Middle School Store	1,425	1,570	1,730
*	Newspaper	5,011	5,261	5,524
*	Odyssey of the Mind	1,003	1,053	1,106
*	Student Council - MS	1,787	1,877	1,970

* Trainer - per year	15,776	16,565	17,393
Yearbook - Advisor [Grades 7-8]	4,300	4,515	4,740

District

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Activity Chaperone	102	107	112
Curriculum Work: a week shall consist of no more than 25 hrs.	848	891	935
Saturday Detention 4 1/2 hrs x 2 people	137	143	151
Additional Time - per hour	26	28	29
* Summer Band [2 week program]	1,413	1,484	1,558
Summer School (25 hrs per week)	947	994	1,044
Television Club	2,940	3,087	3,241
Yearbook - Business [Grades 7-12]	1,950	2,049	2,151

SCHEDULE D DEPARTMENT LEADERS

The salaries for department leaders will be:

<u>Level I</u>	<u>2006-2009</u>
English	\$4,282
Science	
Mathematics	
Physical Education and Health	
Social Studies	
Special Education	
Visual and Performing Arts	
Practical Arts [I.D.S. & Family Consumer Science, and I.A.]	
 <u>Level II</u>	 <u>2006-2009</u>
Media Services	\$3,575
Basic Skills	
Agriculture	
World Language	
School to Career	

SCHEDULE E DRIVER EDUCATION

A. Behind the Wheel Instruction

The position of Instructor and coordinator shall be advertised in the same manner as those in Schedule C and shall be available to all qualified staff members.

B. After School

The rate of pay will be one hundred sixty two dollars (\$162) per six (6) hour cycle per student.

Summer positions

1. The rate of pay for behind-the-wheel instruction will be sixty two dollars (\$62) per three (3) hour cycle per student.
2. The rate of pay for simulator instructor shall be two hundred eighty eight dollars (\$288) per twelve (12) hour cycle per class of eight (8).
3. The rate of summer coordinator will be six hundred forty-nine dollars (\$649).

SCHEDULE F TEAM LEADERS

Team Leaders – Grades 7 and 8

Special Area Team Leaders – Grades 7 or 8

- a. Visual and Performing Arts
 - World Language
 - Media Services
 - Basic Skills
- b. Physical Education and Health
 - I.D.S.
 - Agriculture


- A. Team leaders shall be appointed for a one (1) year term. Positions will be posted, applications taken and candidates interviewed.
- B. Team leaders may be required to attend up to two (2) meetings before or after school each month. Each meeting may last up to sixty (60) minutes. There is no restriction as to the day that the meeting may be scheduled.
- C. Team leaders shall be compensated with a stipend of:


For 2006-2007	\$3,164
For 2007-2008	\$3,375
For 2008-2009	\$3,575

DATE: July 1, 2006

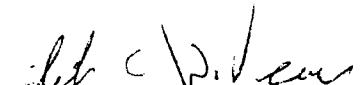
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals dated the day and year first above written.

**THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON COUNTY
REGIONAL SCHOOL DISTRICT** in the County of Burlington by:

Board President 

Board Secretary 

NORTHERN BURLINGTON COUNTY REGIONAL TEACHERS' ASSOCIATION
an incorporated Association by:

Association President 

Association Secretary 