

**CONTRACT BETWEEN
THE
COLTS NECK TOWNSHIP BOARD OF EDUCATION
AND THE
COLTS NECK TOWNSHIP EDUCATION ASSOCIATION**

July 1, 2005 through June 30, 2008

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ARTICLE I
RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as both full-time and part-time employed, salaried and certificated personnel with appropriate state certification, including interim teacher.

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee," "member," or "teacher" when used herein shall refer to a member or members of the Bargaining Unit as defined above, male and female. In addition, masculine pronouns will be understood to apply equally to female employees.

C. References to Parties in the Agreement

Hereinafter, it is understood that the Colts Neck Township Board of Education may be referred to as "The Board" and the Colts Neck Township Education Association may be referred to as "The Association."

ARTICLE II

NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment.

Any contract so negotiated shall apply to all employees, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. Modification

This contract 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

GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" shall mean a complaint by a teacher or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers.
2. An "aggrieved party" is the person, persons, or the Association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

1. 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 the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) school days of the knowledge of its occurrence. Failure to adhere to the thirty (30) school days time line will result in the grievance being waived. If a grievable situation occurs during the time school is not in session during the summer, the time period shall commence with the first day that school reconvenes in September.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
8. In the event a grievance is filed at such time it can not 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 to the grievance, the time limits set forth herein may with mutual agreement of the parties 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.
9. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. A party with a grievance shall first discuss it with the principal or immediate supervisor except when covered by C3 below, either directly or through the Association, with the objective of resolving the matter informally.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five school days, s/he shall set forth his/her grievance to the principal or immediate supervisor in writing specifying:
 - a. the nature of the grievance
 - b. the nature and extent of the injury, loss, or inconvenience
 - c. the interpretation of previous discussions
 - d. the dissatisfactions with decisions previously rendered
 - e. the specific remedy sought, where feasible

The formal grievance procedure shall begin with this notice.

The principal shall communicate his/her decision to the aggrieved party in writing within five (5) school days of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the

Superintendent.

The Superintendent's decision will be rendered in writing to the grievant and his/her Principal or immediate supervisor within five school days following his/her receipt of the written grievance.

4. The aggrieved party, no later than five school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Superintendent shall communicate his/her decision in writing to the aggrieved party, the Principal, and the President of the Association.
5. If the grievance is not resolved to the aggrieved party's satisfaction he may request, no later than five school days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board within five school days of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.
6. If the aggrieved party is dissatisfied with the decision of the Board, he may request in writing within ten school days that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten school days after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen school days after receipt of the aggrieved party's request.

The following grievances shall not be deemed arbitrable:

- a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education.
- b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone.
- c. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed.
- d. a complaint by any teacher occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required.

D. Arbitration Procedure

1. A request for an arbitrator may be made by either party to the grievance to the Public Employment Relations Commission (PERC). The parties agree to be bound by the rules of the Public Employment Relations Commission (PERC).
2. The arbitrator shall limit himself to the issues submitted to him. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.
3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.
 - a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.
 - b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
3. An employee who voluntarily attends an arbitration proceeding (i.e., his/her presence is not required by the arbitrator) and, because of this attendance is unable to perform his/her duties, will have the cost of the substitute deducted from his/her pay.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
 2. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
 3. to maintain efficiency of the school district operations entrusted to them;
 4. to determine the methods, means and personnel by which such operations are to be conducted; and
 5. to take actions that are necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18:A, School Laws of New Jersey or any other laws or regulations as they pertain to education.

ARTICLE V

TEACHER RIGHTS AND RESPONSIBILITIES

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in and out" by hours and minutes. Every teacher shall indicate his/her presence for duty and departure from duty, by initialing the appropriate column of the faculty "sign-in" roster at the time of his/her arrival and at the time of his/her departure.
- B. Every member shall have a scheduled duty free lunch period of not less than forty-five (45) consecutive minutes. In addition, the Board shall, within the hours during which the students are scheduled in school, provide members with a daily preparation time. This time shall not be less than twenty (20) consecutive minutes in any day, with a minimum of fifteen (15) consecutive minutes guaranteed on shortened session days, and not less than two hundred (200) minutes within any 5-day cycle. Members shall not be assigned any other duties during this time, except during an emergency. Teachers will be assigned by the administration as required to implement this provision. ۰
- C. The length of the school day shall consist of 7 hours 10 minutes daily (including lunch period). On days preceding holidays or vacations (i.e., Winter Recess, Thanksgiving, or major recesses, etc.) the teaching staff member's day shall be coterminous with the pupil's day. If, for some reason, a staff member needs to leave earlier than the normal end of the work day, such a request shall be cleared through the principal/supervisor/director's office.
- D. Teachers may be required to remain after the end of the regular work day for the purpose of attending school faculty meetings. The building administration shall limit, except in cases of emergency, the number of faculty meetings to no more than one (1) per month and shall not exceed more than sixty (60) minutes beyond the student school day. The administration, in consultation with the staff will designate the day of the week for the meeting. Meetings which take place after the regular in-school times and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by either the building administration or superintendent.
- E. At the Conover Road Primary School the building administration may schedule once a week grade level articulation meetings at his/her discretion, prior to the instructional day, and are within the teacher work day. Such meetings will be prescheduled and mutually agreed to by the building administration and grade level teachers. On those days the grade level meeting is held, teachers will have a 40-minute preparation period.

- F. At Cedar Drive School, the teacher day will consist of a seventeen (17) module day of which an average of ten (10) teaching modules may be assigned over a two (2) day period, excluding electives. No more than eleven (11) teaching modules may be assigned in any given school day.

The remaining modules will be assigned as follows:

- two (2) consecutive modules for duty free lunch;
- two (2) consecutive modules for preparation time;
- one (1) module for duty time;
- three (3) modules for common planning time with their assigned grade level team over a two day period, two of which are consecutive.

For one term a teacher may volunteer to teach one (1) elective. In this case, the teacher day will consist of a seventeen (17) module day of which an average of twelve (12) teaching modules may be assigned over a two (2) day period. Only tenured staff may volunteer to teach these electives. Administration will post any available elective positions and will not approach any teacher privately. If a teacher elects to teach an elective s/he must submit her/his request in writing. This elective is protected by the non-coercion clause in Article V of this contract. Volunteering to participate in an additional class does not constitute a schedule precedent.

The remaining modules will be assigned as follows:

- two (2) consecutive modules for a duty free lunch;
- two (2) consecutive modules for a common team planning time with their assigned grade level team over a two (2) day period.

- G. Criticism of a teacher or his/her instructional methodology by a supervisor, administrator, or Board member shall be made in confidence and not in public forum.

Criticism by a teacher of the administration or the Board shall be made in confidence and not in public forum.

- H. No teacher shall be dismissed or reduced in compensation if he is under tenure of office, position or employment during good behavior and efficiency in the school system, except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to law after written charges of the cause or complaint shall have been preferred against such person, signed by the person making the same provided that nothing in this Article shall prevent the reduction of the number of persons holding such offices, positions, or employment under the conditions provided by New Jersey's law.

- I. No teacher shall be reprimanded or disciplined without just cause.

- J. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual employee job performance, prior tenured

employees who are certified for a position, when that type of position becomes available, shall be specifically notified in accordance with law. In the case of non-tenured employees, notification shall be limited to the school year immediately following reduction in force.

The employee shall notify the administration of his interest in the position within one week from the date of notification.

- K. The Board of Education will accept all staff members children born by October 15, 1999 into the school system tuition free. All staff members children born thereafter will be governed by Board of Education Policy concerning admission. This applies only to staff members who were employed prior to the 1999-2000 school year.
- L. A notice of vacancy in all district positions shall be sent to each school for posting and the Board encourages in-district staff members to apply. Those staff members who desire to apply for such vacancies must be properly certified and must submit in writing to the Superintendent a letter of interest, resume, and a copy of the appropriate New Jersey certificate within the time limits specified in the notice. When a vacancy described in the notice is filled, the Superintendent may destroy all information submitted for the said position in accordance with the appropriate statutes.
- M. Teachers shall not be coerced into volunteering for curriculum revision/writing, home instruction, extended year program/summer programs, and/or for extra curricular and group activities listed or not listed in the contract.
- N. No teacher shall be required to supervise more than one (1) class with the exception of emergencies. In the event of such emergencies, administration shall rotate coverage. All attempts shall be made to secure substitute coverage.
- O. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given two (2) days prior written notice of the meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The two (2) day notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).
- P. Employees have the right to review his/personnel file upon request. An appointment should be made in advance to arrange a time for this review.
- Q. Employees required to travel between work sites shall be compensated at the regular rate of pay for the time involved. Mileage shall be computed at the current IRS allowable rate.
- R. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions which an employee is required or requested to take by the administration. When said courses are required for continued

employment, all expenses are to be paid in advance. Said employee shall also be compensated for actual attendance at any said sessions beyond his/her regular work day at the curriculum rate.

S. Compensation for School-Related Expenses

Teachers who purchase items for school use, or pay for attendance at any conference, seminar, etc., that was previously approved by their immediate supervisor and the superintendent, shall be compensated within thirty (30) calendar days.

T. Definitions:

1. Duty-Free Lunch Period shall be time set aside for teacher lunch. No duties or other responsibilities may be assigned at this time.
2. Emergency as per this section shall be a circumstance, sudden or unexpected, that is beyond the control of the administration or others.
3. Preparation (Prep) Time shall be time within the student day set aside for planning and preparations for individual teachers for their individual classes. Teachers shall not be required to attend meetings or cover classes during this time period.

ARTICLE VI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building principal is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeograph machines, copy machines, voice mail, e-mail, computers, school technology, or any other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes e-mail, voice mail, and phones as it deems necessary and without the approval of building principals or other administrative approval.

D. Association Business Days

Up to an aggregate of six (6) Association Business days shall be allowed for staff representatives of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1st through June 30th, upon prior notification to the building principal of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his/her designated representative. The Board or its representative shall not deny such leave when requested under this section.

ARTICLE VIISCHOOL CALENDAR/TEACHER WORK YEAR

- A. The school calendar for first year teachers in the Colts Neck Township School District will consist of 187 days: 181 instructional days, one (1) Orientation Day, two (2) In-service/Staff Development Days, and three (3) new teacher staff development days which will be scheduled during the two (2) weeks prior to the opening of school.

The school calendar for second, third, and tenured teachers will consist of 184 teacher days: 181 instructional days, one (1) Orientation Day, and two (2) In-service/Staff Development Days.

The final determination of the precise school calendar will be the responsibility of the Board of Education. The superintendent will meet with the Executive Board of the Association or a representative designated by the C.N.T.E.A. in order to receive information of concern to the membership prior to reaching the final determination.

- B. Two evening conferences/events may be scheduled annually with a two hour and fifteen minute (2:15) maximum for each evening of conferences/events. The day on which evening conferences are held shall be a regular school day for all members. The Friday or the last day of the school week immediately following the evening conference will be a shortened session day with teachers leaving at student dismissal time.
- C. The Board of Education agrees to pay teachers a fee of sixty dollars (\$60.00 per event) for supervising or chaperoning activities after school hours. Prior to the events, the building principal or his/her designee shall post the available events, provide a sign-up sheet, and grant approval. This applies only after all staff fulfill their evening conference/event obligations.

ARTICLE VIIIFAIR DISMISSAL PROCEDURE

On or before May 15th of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 1st either;

1. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law, or
2. A verbal notification by the superintendent or, in his/her absence, by Board designee, five (5) working days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the teacher to exercise one of the following options:
 - (a) To receive written notice from the Board that such employment shall not be offered, or
 - (b) To submit a letter of resignation
 - (c) A non-tenured teacher who has been given notice of non-renewal of his/her contract may, if s/he so requests, be given reasons therefore an opportunity, if desired, to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured teacher which arises by reason of his/her not being re-employed is not subject to the grievance procedure.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to check the general reason for taking leave on the appropriate form. Unused leave under this section will convert to accumulated sick leave at the end of each contract year.
- b. New employees hired after the start of the school year will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis according to the following: .3 day per number of months between the date of employment and June 30th; 2.1 - 2.2 days = 2 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3 days.

New employees will be given credit for a full month if they work any time before the 15th.

2. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system if the employee is required by law to attend.
3. a. In the case of the death of a member of the immediate family (spouse, parents, children, grandchildren, siblings, grandparents, and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence, up to five (5) days total annually.

Up to three (3) days total annually in the event of death of other family members not residing in the household of the employed.

Additional leave for death may be granted upon approval of the superintendent.

- b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any familial domiciled in the employee's residence. An explanation of the illness shall be provided on the leave form for informational purposes only. No family illness day may be denied.

Additional leave for serious illness may be granted upon approval of the superintendent.

4. Other leaves of absence with pay may be granted by the Board for good reason.
 5. Jury Duty will be granted with pay less the Jury Duty stipend.
- B.
1. Leaves taken pursuant to Section A above shall be in addition to ten (10) days accumulative sick leave to which each full-time employee is entitled. Part-time employees' sick leave shall be prorated.
 2. New employees hired after the start of the school year will be allotted sick days on a prorated basis according to the following formula: 1 sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.
- C. When, in the judgment of the Board of Education there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the employee, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.
- D. For purposes of this Article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.
- E. Professional Day/School Business Day
1. A professional day is to be defined as a day requested by the teacher and approved by the immediate supervisor and superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.
 2. A school business day is to be defined as a day on which the administration requests a teacher to attend any of the above activities outside of the district. It is non-chargeable to any other leave under this Article.
 3. Attendance at meetings by teachers within the district will be considered no different than a regular school day.
 4. Teachers presenting outside of school who receive no compensation for the presentation will be granted a professional day for said presentations provided they occur during the regularly scheduled school day and are approved by the Superintendent.
 5. All special education teachers, casemanagers, and child study team members shall be granted one (1) school business day per semester for completion of IEP's, required special education reports, articulation, and meeting with the Director of Special Services. The dates of these meetings shall be determined by the Director of Special Services.

F. Any certified staff member with perfect attendance (no sick days taken) shall be entitled to four hundred dollars (\$400.00) payable at the end of the school year. At the end of the school year, the Business Administrator or his/her designee will review and confirm all attendance records of the staff and determine who is entitled to the compensation noted in this section. The Business Administrator shall send a list of eligible employees to the C.N.T.E.A. President/chief negotiator by August 1st. All teachers receiving compensation under this section shall receive compensation no later than September 1st.

G. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association. This bank is established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. An Association member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given to the employees desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any member's request to utilize the Sick Leave Bank. The annual enrollment period shall be from June 1 to June 30. The contributed sick day(s) will be deducted from the employee's accumulated sick or personal leave on July 1.
2. An Association member contributions shall be voluntary.
3. The Sick Leave Bank shall be available only to those members who have:
 - Exhausted all earned and accumulated sick leave; and
 - Have been absent a minimum of 30 consecutive workdays.
4. A member who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the unit member examined by medical personnel of its choice.
5. A member's utilization of the sick bank shall be subject to the approval of the Board.
6. A member is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.
7. Utilization of the sick bank in any subsequent school year shall be subject to the renewed approval of the Board. As of the commencement of a new school year,

a member must exhaust all new entitlements for that year, including sick days, personal days, vacation days, prior to being eligible for use of the sick bank.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs, or accepts a Fulbright scholarship.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the teacher's participation in an established and recognized program of the nature described in this section.

- B. A teacher shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the teacher's participation in an established and recognized program of the nature described in this section.

- C. 1. A teacher who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
2. The Board of Education will approve the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When such disability occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
3. A teacher who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
- D. 1. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absences for other illness or medical disabilities. The disability phase of maternity leave is considered to be twenty (20) days before and twenty (20) days after delivery in the case of an uncomplicated pregnancy. In a pregnancy with complications the disability phase of the maternity leave, both pre-natal and post-natal, is that time certified by the patient's physician.

2. Child care leave is available to an eligible teacher at the end of the legal disability period either by statute or through the provisions of this article. An employee opting for statutory leave shall not be eligible for contractual leave.
 - a. Statutory leave entitles the teachers to follow the laws governing State and Federal leave. The teacher will be obligated to return at the end of the statutory leave.
 - b. Contractual child care leave shall begin immediately upon:
 - 1) the termination of a disability leave associated with the birth of a child, or
 - 2) in the case of paternal child care leave or the adoption of a child, upon the birth of the child or the date of custody of the child, or
 - 3) on September 1 or January 2 when the events set forth in sections a) or b) above occur when school is in recess for the summer months or in recess for the winter break.
 - c. Contractual child care shall end at the end of the school year in which the leave was requested.
 - d. Parent child care leave may be renewed with the approval of the Board of Education for semester 1 or semesters 1 and 2. No further leave shall be granted. The Board of Education need not grant nor extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave was obtained.
 - e. The teacher on leave must notify the Board of Education of their intention to return from their leave prior to April 1st for the following September, or by October 1st for the second semester.
3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extension, or other adjustments to the duration of the leave, shall be at the sole and full discretion of the Board of Education.
4. A teacher desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the teacher's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the teacher is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.
5. Contractual unpaid child care leave is available to teachers who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily or capriciously.
6. To be eligible for a salary increment and credit toward longevity payments and

sabbaticals, a teacher must work at least ninety (90) days in the school year that the leave commences or terminates.

7. A teacher on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, the teacher's coverage in the district's group health plans for a period of twelve (12) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
 8. To be eligible for child care leave, a teacher must be actively employed in the district for the entire academic year prior to the requested leave.
 9. Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall specify in writing, not later than ninety (90) days prior to the anticipated delivery date, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth.
 10. A teacher desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the teacher's supervisor when application for the adoption is made. In cases of adoption, applications shall be made for a specific leave period as soon as the teacher is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.
 11. Increment and credit toward longevity may be withheld based upon a limited term of service in that contract year.
- E. A leave of absence without pay may be granted for up to one (1) year for the purpose of caring for a serious illness for a member of the employee's immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any familial domiciled in the employee's residence. This leave may be renewed for one (1) additional school year with Board of Education approval.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G.
1. Upon return from leave granted pursuant to Section A and B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on leave granted pursuant to Section C, D, E and/or F of this Article nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
 2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his/her return.

- H. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
- I. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School system to benefit. Application for these leaves should be made to the Superintendent no later than 30 days prior to the commencement of the leave period.
- J. These leave provisions are intended to be interpreted consistent with State and Federal law, and in particular with the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. To the extent these provisions are determined to conflict with State or Federal law, this section shall be interpreted in a manner consistent with law or will be voided to the extent the conflict cannot be corrected.

ARTICLE XI

ACCUMULATED SICK LEAVE

Following ten (10) years of teaching in Colts Neck, upon retirement, the retiring teacher shall be compensated for accumulated sick leave under the following conditions:

- A. If written notice is submitted prior to February 1st of the school year in which the retirement will occur, payment will be made during July following the close of the school year.
- B. If notification of the intent to retire is not made prior to February 1st of the school year in which the retirement will occur, payment will be made during July following the school year.
- C. The person retiring will receive: After 10 years up to a maximum of \$9,550

Accrued Sick Days	
1-50	\$65/day (\$3,250)
51-100	\$75/day (\$3,750)
101-130	\$85/day (\$2,550)

ARTICLE XII

PROFESSIONAL DEVELOPMENT

1. The Board of Education will actively assist and support each teacher/s effort to meet their one hundred (100) hours of continuing education requirement as stated in the Administrative Code and statutes of the State.

Teachers will have the right to apply to attend professional development activities other than those approved by the State and County Boards as part of the local professional development program. Attendance at such programs shall require prior approval from their direct supervisor/administrator and the Superintendent of Schools and must be related to the staff member's assignment.

Teachers who provide in-district in-service training shall receive credit toward their one hundred (100) hour obligation as determined and allowed by the State Professional Teaching Standards Board.

The administration will maintain a record of the number of hours of continuing education for each staff member and provide them with an accounting of his/her accumulated hours at the end of each school year. Any discrepancies between the district and teacher's records should be noted within thirty (30) days of receipt of the administration's records.

2. The Board of Education will provide two (2) six-hour in-service days per year which will be planned by the Professional Development Committee and approved by the administration prior to Board of Education approval.
3. The Association agrees that its members will work seven (7) extended days without additional remuneration during each school year, in addition to the existing monthly faculty meeting. Some of these extended days shall be provided by the Board of Education to fulfill the Professional Development requirements for teachers. These extended days shall equal no more than ninety (90) minutes in length and shall commence no later than ten (10) minutes after the students are dismissed.
4. The Board of Education will provide teachers a record of Continuing Education hours completed each year.

ARTICLE XIIITUITION

- A. All teachers, regardless of service time in Colts Neck, with the exception of B outlined below, shall receive reimbursement for the validated tuition costs of graduate courses. Reimbursement shall be based upon the following:
- 1) The application for reimbursement for graduate tuition shall be approved, prior to the commencement of the graduate course, by the Superintendent.
 - 2) Graduate credits may be earned at any accredited institution, including on-line courses.
 - 3) There will be a district cap of \$35,000 for tuition reimbursement for the 2005-06 school year; \$36,000 for the 2006-07 school year; and \$37,000 for the 2007-08 school year.
 - 4) Disbursement of tuition reimbursement will be as follows:
 - a) Teachers shall be allowed reimbursement for a maximum of six (6) credits in the summer, fall, or spring semesters each, but no more than twelve (12) per school year. If the account still has money available after reimbursement has been given to all teachers up to twelve (12) credits, then additional monies will be reimbursed for teachers taking greater than twelve (12) credits following the same procedure outlined.
 - b) Teachers may submit requests for reimbursement throughout the year, which shall be kept on file in the Business Office and with the CNTEA designee. The last date for submission of reimbursement requests shall be June 30.
 - c) After June 30, reimbursement per credit shall be distributed equally up to 100% of cost per credit until no monies remain in the account. The total number of credits taken will be divided into the total money available. This amount will then be multiplied by the number of credits taken by each individual. Teachers will be reimbursed up to the total tuition cost. Anything greater will then be put back into the account for the procedure to be repeated again and given to teachers not receiving 100% of the maximum twelve (12) credits.
 - d) Any monies remaining in the account beyond the June 30 deadline shall be distributed up to 100% per credit beyond the twelve (12) credit maximum mentioned in section A (4) of this article.
 - e) Teacher shall be compensated no later than September 1.

- B. Teachers will be eligible for tuition reimbursement following the successful completion of their second year in the district.
- C. The dismissal or resignation of a teacher would automatically disqualify the teacher from reimbursement for any course taken after the official termination of the contract.
- D. The tuition reimbursement year would extend from July 1st through June 30th of the contract year.
- E. Reimbursement of expenses incurred for attendance at non-credit courses such as workshops or seminars shall be made upon recommendation of the Superintendent and approval of the Board of Education. Upon completion of fifteen (15) hours under this section, outside of the school day, the teacher shall receive one (1) credit to be applied toward advanced placement on the salary guide. A maximum of ten (10) credits may be applied toward salary guide advancement.
- F. The Business Office will forward to the designated CNTEA contact a copy of all approved teacher reimbursement applications as they are approved.

ARTICLE XIV

SALARY GUIDE PLACEMENT

Placement on the salary guide at each degree and/or credit level shall be based on the credits attained as awarded by the college or university in question, provided that the college or university is recognized by the New Jersey Department of Education for purposes of teacher certification and subject to approval by the Board.

Placement on salary guide differential levels shall be determined subject to the following conditions:

- A. Bachelors:
Encompasses all undergraduate credits acquired prior to awarding of the B.A. or B.S.
- B. Bachelors +30
Encompasses the B.A. or B.S. degree plus 30 graduate credits.
- C. Masters:
Encompasses acquisition of the masters degree and all credits earned prior to that acquisition.
- D. Masters +30
Encompasses the M.A. or M.S. degree plus 30 graduate credits acquired after the M.A. or M.S. was earned.
- E. Masters +60
Encompasses the M.A. or M.S. degree plus 60 graduate credits acquired after the original M.A. or M.S. was awarded
- F. Doctoral
Encompasses acquisition of a Ph.D. or Ed.D. and all credits earned prior to that acquisition.
- G. Interim Teachers
Will be placed on Step A (BA) during his/her employment as an Interim Teacher. In the event an Interim Teacher becomes a regular contracted teacher, time served as Interim will count toward placement on the guide.

Whether or not the Board has reimbursed the tuition costs for any course shall not be a factor controlling placement on the salary guide.

The terms herein above shall become effective on July 1, 1984 and shall apply to all present and future employees. Placement on the salary guide for any presently employed teachers which is approved by the Board prior to July 1, 1984, shall be honored regardless of whether

or not said placement is consistent with the above conditions.

The Board shall accept, in lieu of graduate credits, 100% of any undergraduate credits earned since the awarding of the B.S. or B.A., and prior to July 1, 1984. This exemption shall exist for all employees, including those on approved leaves of absence who are on staff as of June 30, 1984.

The Board shall also accept, for credit toward M.S. +30 or M.S. +60, all credits attained prior to July 1, 1984, and prior to or subsequent to the awarding of the M.S. This exemption shall exist for all employees, including those on approved leaves of absence, who are on staff as of June 30, 1984.

A teacher employed after February 1st of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

ARTICLE XV

INSURANCE

A. Health insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education on the following schedule:

UNMARRIED EMPLOYEES Coverage by Blue Cross/Blue Shield - Horizon Program, which shall be substantially equivalent to the former CIGNA Plan. Maternity benefits are included.

MARRIED EMPLOYEES Coverage by Blue Cross/Blue Shield - Horizon Program, which shall be substantially equivalent to the former CIGNA Plan for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

The Board of Education will have the flexibility to replace Blue Cross/Blue Shield with another carrier that will provide equal or better benefits but at a lower cost with Association approval.

B. Mandatory Second Opinion Surgery and Pre-admission Certification/Continued Stay Review

1. The health insurance plan herein available to employees through the Blue Cross/Blue Shield Insurance Company shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Blue Cross/Blue Shield Insurance Company.

C. New Employees

1. The Board shall provide to non-tenured certificated staff employed after September 1, 1993 single only coverage. These employees shall have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township school district, the Board shall provide to said staff insurance coverage in accordance with the then current contract provisions.

- 2. The Board shall provide to non-tenured certificated staff employed effective September 1, 1993 POS medical coverage only. These employees have the right to purchase dependent coverage or traditional coverage at their own expense at the group rate. Upon completion of three years of employment in the Colts Neck Township School District, the Board shall provide to said employee POS family coverage. The employee, at this time, can opt for traditional coverage at their own expense.

D. Medical and Dental Benefits

- 1. The Board shall offer those employees who have medical coverage the option to receive a stipend in lieu of medical benefits. Employees will be eligible for the stipend either upon the date of hire or during the open enrollment period (May) of each year. The stipend will be paid at the end of each school year. It will be based on the type of coverage the employee is entitled to and will be capped based on the following twelve month premium coverage:

\$1,200	-	Single Coverage
\$1,700	-	Parent and Child Coverage
\$2,600	-	Husband and Wife
\$3,000	-	Family

New employees hired after the start of the school year who opt not to receive medical and dental benefits will receive a prorata stipend based on the date s/he was hired to the end of the school year.

The stipend is subject to standard payroll taxes and will be paid in June of each school year.

- a. Employees/Dependents who have waived coverage may re-enter by applying during the enrollment period each year. It will be necessary for each family member to complete a Statement of Health (proof of insurability). Based on the Statement of Health, Blue Cross/Blue Shield reserves the right to exclude coverage for a particular individual. The Statement of Health should be obtained, completed, and submitted to Blue Cross/Blue Shield with the intent of implementing coverage.
- b. Assuming most employees/dependents choosing to waive coverage will be doing so because they have this coverage through their spouse, a "hardship provision" for re-entry is available. This provision allows employee family members to re-enter the program on an immediate basis without the necessity of health questionnaires. The provision allows for re-entry only in the following situations which result in the loss of coverage through a spouse:

- ▶ Termination of employment
- ▶ Legal separation (copy of decree required)
- ▶ Group contract/policy terminated
- ▶ Divorce (copy of decree required)
- ▶ Death (copy of certificate required)
- ▶ Military discharge (Form DD214 required)

2. First dollar benefits for all certificated staff will be deleted with the exception of:

- ▶ Mandatory second opinion
- ▶ Routine physical
- ▶ X-rays
- ▶ Lab work

These benefits will be paid at 100% of the reasonable and customary cost.

All other benefits shall be covered by major medial.

3. The Board shall provide to non-tenured certificated staff employed after September 1, 1999 single only dental coverage. Upon completion of three years of employment in the Colts Neck Township School District, the certificated staff member can opt for the Board's traditional dependent dental coverage. The Board shall pay in full the premium cost of enrollment in the Blue Cross/Blue Shield Dental Insurance Plan.

4. All certificated staff hired prior to June 30, 1996 will have the option of having the Board pick up the traditional family plan after three years of service.

E. Retirees

1. All retired employees with less than 25 years of service will be eligible to participate in the medical health insurance plan provided by the Board of Education insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the teaching effort up to \$500 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

G. The Board of Education will offer a voluntary flexible spending insurance program. Start up costs and legal costs will be borne by the Board of Education. Annual fee and individual participant fee shall be borne by the members of the Education Association and individual member, respectively.

- F. No part-time teaching staff member working less than 28 hours per week shall be entitled to any benefit of this article.

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize 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 the Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. #

School Building _____ District

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

- Colts Neck Township Education Association \$
- Monmouth County Education Association \$
- New Jersey Education Association \$
- National Education Association \$

2. The Colts Neck Township Education Association shall certify to the Board in writing the current rate of the above membership dues.

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

B. Other legal deductions from employees' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.

C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board hereby agrees to deduct a fee from bargaining unit members who are not members of the Colts Neck Township Education Association.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

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

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

E. The Board of Education shall provide a payroll deduction for the purpose of IRA contributions. Teachers may elect to participate in a 403B and/or a 457 tax deferred savings plan.

ARTICLE XVII

SALARIES AND BENEFITS

1. Extra-curricular Activities and Stipends at Cedar Drive Middle School

		<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
<u>Sport Activities</u>				
Boys Basketball		\$2,560	\$2,610	
	\$2,660			
Girls Basketball		\$2,560	\$2,610	
	\$2,660			
Boys Baseball		\$2,530	\$2,580	
	\$2,630			
Girls Softball		\$2,530	\$2,580	
	\$2,630			
Boys Soccer		\$2,530	\$2,580	
	\$2,630			
Girls Soccer	\$2,530	\$2,580	\$2,630	
Cheerleading	\$2,560	\$2,610	\$2,660	
Co-ed Cross Country		\$2,530	\$2,580	
	\$2,630			
Co-Ed Tennis		\$2,530	\$2,580	
				\$2,630
<u>Non-sport Activities</u>				
Yearbook		\$1,995	\$2,045	
	\$2,095			
Newspaper		\$1,995	\$2,045	
	\$2,095			
Show Director		\$1,995	\$2,045	
	\$2,095			
Show Tech Advisor - Lighting		\$1,000	\$1,025	
				\$1,050
Show Tech Advisor - Sound		\$1,000	\$1,025	
				\$1,050
Show Musical Director		\$1,995	\$2,045	
	\$2,095			
Student Council		\$1,995	\$2,045	
	\$2,095			
Make-A-Difference	\$1,995	\$2,045	\$2,095	
Visual/Performing Arts		\$1,995	\$2,045	
	\$2,095			

Extra-curricular Activities and Stipends at Conover Road Elementary School

Three (3) activities at the discretion of the building principal following the Cedar Drive stipend scale.

The Board of Education at their discretion may add additional activities at either school. Activities and stipends aligned with current stipends to be determined by administration and approved by the Board of Education.

Annually, all aforementioned and new after school activities shall be approved by the Board of Education.

- (a) Certified staff participation in the aforementioned extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the aforementioned rates.
- (b) All extra-curricular activities positions will be posted annually.

- (c) To the degree possible, appointments for the new school year will be recommended by the building administrators and approved by the Board of Education prior to the commencement of the extra-curricular activity. These appointments will be recommended for a period of one year.
- (d) Staff members may request to co-direct an activity that must be recommended by the building administration and approved by the Board of Education. In such a case, the stipend for this activity will remain at the same rate and split equally between the staff members.
- (e) Payments are to be made by separate checks at the conclusion of each activity program.
- (f) Should the Board of Education require an additional coach/advisor both will receive 100% of the stipend.
- (g) Conditions in any school year may alter/change the activities sponsored in the past school year with the exception of the remuneration rate for sport and non-sport activity designations.
- (h) Sitting coach(es)/advisor(s) will be notified by June whether or not their position will be renewed for the subsequent school year.

2. Curriculum Development/Revision Committee

It is understood that clear guidelines will be established as to the committee's function, specific tasks and time frame.

Compensation	2005-06	\$40 per hour
	2006-07	\$42 per hour
	2007-08	\$44 per hour

3. Home instruction/Translation Services

a. Teacher providing home instruction shall be compensated at the following rates:

Compensation	2005-06	\$40 per hour
	2006-07	\$42 per hour
	2007-08	\$44 per hour

b. Translation services shall be paid at the same rate as 3.a.

4. Kindergarten teachers shall be paid for the number of hours they are required in the building. If orientation is held during the regular school year

during regular contract hours, there shall be no additional compensaiton.

5. Chaperoning of trips - To include 8th Grade trip, Band trip, and any other Board approved overnight trips with students shall be compensated as follows:

<u>2005-08</u>	
8th Grade (3 day) Trip - \$300	Band (2 day Trip - \$175

6. Child Study Team members Teachers, Nurses, Guidance Counselors will be reimbursed at the following rate for summer IEP meetings and other summer meetings:

Compensation	2005-06	\$40 per hour
	2006-07	\$42 per hour
	2007-08	\$44 per hour

7. The Board of Education will reimburse volunteer proctors at a stipend of \$60 per evening event.

8. A teacher assigned mentoring duties will be compensated as follows:

<u>Traditional Route Candidate</u>	
First Year of Service Candidate - \$850	
Second Year of Service Candidate - \$550	

<u>Alternate Route Candidate</u>	
First Year of Service Candidate - \$1,000	
Second Year of Service Candidate - \$550	

Compensation will reflect any increases in State rates.

Procedural language will be developed collaboratively between the C.N.T.E.A. designee and the Director of Curriculum and Instruction.

9. Should a teacher be reassigned and required to relocate their classroom after September 1 of that school year, the teacher shall be compensated with a two hundred dollar (\$200) stipend.

B. Salaries

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments from September through June. Those wishing summer pay will have ten per cent (10%) of their gross monthly salary deducted from each month from September through June. Teachers selecting this option shall receive four (4) equal payments payable during July and August. Payments shall be made on the 15th and 30th of each month. Teachers selecting the ten (10) month option shall receive their final checks on

the last working day in June.

2. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be deposited in the Mon-Oc Federal Teachers Credit Union prior to the 15th and 30th of the month, according to Federal instructions. No more than 50% of net monthly pay is transferable on the 15th.

Additionally, teachers may individually elect to have a percentage of their monthly salary deducted to be deposited with the Tax Sheltered Annuity Carrier, designated by the Colts Neck Township Education Association and approved by the Board of Education prior to the 15th of each month.

3. Teachers may individually elect to have 100% direct deposit to a cooperating bank.

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

5. Teachers having a change in degree qualifications shall receive the appropriate salary guide adjustment on February 1, September 1, or October 1. Adjustment shall be effective on the nearest subsequent February 1, September 1, or October 1 following presentation of documentation of added qualification to the Superintendent.

ARTICLE XVIII

DURATION OF CONTRACT

This contract shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008. The contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

By
President

By
Negotiations Chairperson

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By
President

By
Representative of Negotiations Committee