

AGREEMENT
BETWEEN
NEW BRUNSWICK BOARD OF EDUCATION
AND
NEW BRUNSWICK EDUCATION ASSOCIATION
2004-2007

City of New Brunswick, New Jersey
County of Middlesex

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PREAMBLE

This Agreement entered into this 1st day of July 2004 by and between the Board of Education of New Brunswick, the City of New Brunswick, New Jersey hereinafter called the "Board," and the New Brunswick Education Association, hereinafter called the "Association."

WITNESSETH

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

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

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

Article I
RECOGNITION

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

Article II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et seq. of the State of New Jersey in a good-faith

effort to reach agreement on all matters concerning the terms and conditions of employment.

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

- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization or individuals other than the Association.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by signatories to the contract.
- D. Representatives of the Board and the Association shall meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement. All meetings between the parties shall be regularly scheduled whenever possible.
- E. This Agreement represents and incorporates the completed and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject Of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter that was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- F. Two thousand (2,000) copies of this Agreement shall be printed at the equal expense of the parties after the agreement with the Association on the format. The parties will make every effort to see that these copies are delivered to the NBEA within 60 days of agreement of both parties to send the final copy to the printer no later than 90 days after ratification.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter to the following addresses:
 - 1. If by the Association, to Board at 268 Baldwin Street.
 - 2. If by the Board, to Association at 79 Paterson Street.

Article III
GRIEVANCE PROCEDURE

- A. Definition
 - 1. A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees or the Association.
 - 2. An "aggrieved person" is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to problems affecting employees, the terms and conditions of employment.

C. Conditions

- 1.. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty calendar days from the date when the grievant would be reasonably expected to know of its occurrence or thirty calendar days after the grievant would be reasonably expected to know of its occurrence.
2. In the event a grievance is filed, at such time that it 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 the aggrieved, time limits set forth herein shall be reduced so that the grievance procedure will be exhausted prior to the end of the year or as soon thereafter as is practicable.
3. Failure to process a grievance to the next step of the procedure within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Failure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

D. Procedure

1. **Level One**

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

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

2. **Level Two**

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

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

3. **Level Three**

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

4. **Level Four**

- a. If the aggrieved person is not satisfied with the written decision of the grievance at Level Three, the aggrieved may request in writing that the Association submit the grievance to arbitration whether binding or advisory. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of the Board's written decision (from Level Three).
- b. Within ten (10) days after such written notice of submission to arbitration, the Board and the person(s) designated by the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to serve or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the Public Employment Relations Commission. The rules and procedures shall then bind the parties of the American Arbitration Association in the selection of an arbitrator.
- c.
 1. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association, hold hearings promptly and issue a decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived then from the date the final statements and proofs on the issues were submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties in all matters concerning interpretation, application, or alleged violation of the agreement, including grievances arising out of minor disciplinary actions, except for that language under the articles concerning transfers, assignments and promotions,

which shall be subject to advisory arbitration. The decision of the arbitrator shall be advisory on all other grievance matters.

- c. 2. In addition, the Board's decision shall be final and binding on grievances concerning:
 - (i) Any matter for which a specific method of review is prescribed and expressly set forth by law, or any rule or regulation of the State Commissioner of Education, or
 - (ii) A complaint of a non-tenure employee which arises by reason of the employee not being reemployed, or
 - (iii) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required, or
 - (iv) Any matter which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone.

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

F. Rights of Employees to Representation

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

G. Rights of the Association

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

H. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. The Association may process any grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the person(s) designated by the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section D-4 of this Article.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. All meetings, hearings, and investigations under this procedure shall be accomplished without interference with the operation of the school system after school hours and shall be considered private.
6. Time limits may be extended at Level Two, Three, and Four by mutual consent of both parties. The extension may be for a specified length of time or an indefinite period.
7. It is understood that all employees, including the grievant, shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved.

Article IV **EMPLOYEE RIGHTS**

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

- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- E. Whenever any employee is required to appear before the Superintendent or the Board, or a Board Committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then the employee shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the employee's own choosing. This language shall in no way restrict or limit the Board or Superintendent from holding meetings or discussions with employees.
- F. Student grades shall be initially determined by the teacher upon his/her professional judgment within the grading policy of the New Brunswick Public School District. In cases where a student's grade is requested to be changed, the principal will first discuss the change of grade with the teacher. If the grade is changed, the teacher may make a report in writing to the principal. Upon receipt of this report by the principal, the principal will countersign the report, one copy will be returned to the teacher, and one copy will be placed in the student's file.
- G. Any teacher desiring to be observed by an outside professional for the purpose of securing a position in another school district shall be granted that right.
- H. No employee shall be required to work in any building or part thereof that is unsafe or contains conditions deleterious to health.

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

Article V
ASSOCIATION RIGHTS AND PRIVILEGES

- A.
 - 1. The Board agrees to furnish to the Association, in response to reasonable requests from time-to-time all information in the public domain.
 - 2. The official Board minutes from the previous month's meeting will be provided to the Association within one week of their approval by the Board of Education.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, the employees shall suffer no loss in pay or loss of accumulated sick leave and personal leave days.
- C. Representatives of the Association, Middlesex County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times

provided prior notice shall be given to the Superintendent who shall approve provided that this shall not interfere with or interrupt normal school operations.

- D. The Association and its representatives shall be allowed the use of buildings at reasonable hours, Saturdays and Sundays excluded. However, if such usage or usage at unusual hours requires the payment of incidental expenses, such incidental expenses shall be borne by the Association.
- E. The Board agrees to grant a paid leave of absence to the President of the Association for the purpose of performing duties for the Association and to include, but not limited to, Local Professional Development Committee responsibilities. During this leave of absence, the President of the Association shall receive full salary and prorated salary for the month of July and shall continue to accrue service in New Brunswick. The Board shall provide one half of the yearly salary and full benefits including health benefits for the President of the Association. The Association will reimburse the Board for its share of the salary on February 1, and June 30.
- F. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge.
- G. The Association shall have the right to use the school mailboxes and interschool mail.
- H. The Association shall have the right and responsibility subject to Board agreement, for conducting two workshops as provided for in the calendar during the school year. Such agreement shall not be unreasonably withheld. The Board shall provide the Association with the sum of \$650.00 for conducting said workshops. All personnel are required to attend.
- I. The Association representative in each building or unit shall be given the opportunity to make announcements or reports during each regularly scheduled meeting.

Article VI
SCHOOL CALENDAR

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

The first day back for teachers is available for principals' meetings until 12:00 P.M. The Superintendent's and N.B.E.A. meetings shall begin at 1:00 P.M.

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

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

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

Article VII
EMPLOYEE HOURS

A. Certificated

1. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the sign-in roster.
2. All teachers in the high school shall be required to report for duty no later than ten (10) minutes prior to the pupils' tardy bell. Departure time shall be ten (10) minutes after the pupils' departure time except after the last session when teachers may leave immediately after the students.

All elementary school teachers shall be required to report for duty twenty (20) minutes prior to the pupil's tardy bell. Departure time shall be the same as student departure time.

3. All personnel may leave the building without requesting permission during the duty-free lunch period. If personnel must leave during the day, the regular sign-in sign-out procedure will be followed.
4. Block Scheduling Language

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

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

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

Teachers who teach an extra block for a full year shall receive an additional twenty-five percent (25%) of their salary or twelve and one-half (12.5%) per semester.

Traditional High School Schedule

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

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

In exceptional cases, professionals having more than two (2) course preparations per semester shall be assigned an extra preparation period or no homeroom, or shall be paid an additional \$800.00 for 2004-2007.

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

- 5. In elementary schools all professional personnel will have a duty-free lunch period of 40 minutes.
- 6. Teachers in the elementary schools will be provided with planning periods taking into account the schedules for physical education, library, audio-visual, art and music and any other special subject or situation. Any scheduled prep period in excess of five (5) per week may be available to the principal for assignment. Every effort will be made to provide five preparation periods per week per professional in as equitable a manner as possible. To this end, the Superintendent shall chair a meeting in early June of each year with all elementary Principals and a committee of N.B.E.A. members appointed by the Association President. The meeting participants shall share information and suggest ways to provide each elementary teacher five (5) preparation periods per week. Then, following completion of scheduling, the Superintendent will review the schedules with the N.B.E.A. Any elementary teacher who does not have at least five (5) preparation periods per week on a regular basis shall be compensated at a rate of \$31 for each period less than five (5).

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

- 7. a. Elementary teachers who are required to give up their assigned planning period shall be paid \$25 for each period lost.

- b. No Basic Skills/ESL class shall be canceled and its teacher used as a substitute for any other teacher's absence except in cases of emergency.
- 8. On early dismissal days, all elementary teachers shall receive a 40 minute duty-free lunch period during the time the pupils are in attendance.
- 9. Meetings will be held on Monday or Tuesday whenever practicable exclusive of evening meetings which may be held Monday - Thursday. All certificated personnel may be required to attend up to three meetings per month including building meetings, departmental meetings, grade level meetings (city-wide), and evening activities. Any administrator requesting a meeting in excess of the three mentioned above must submit an agenda to the Superintendent of Schools for his approval along with an explanation as to why the meeting must be held and reasons why the subject or topics of the meeting are of such importance that a special meeting is absolutely necessary. These additional meetings will not last more than one (1) hour and fifteen (15) minutes beyond the school day with the exception of evening PTA-PTO sessions, Back-To-School Night and parent conferences. An agenda will be provided for regularly scheduled meetings. Principals and Supervisors will be required to report in their monthly reports to the Superintendent, or his/her designee, the starting and ending times of all faculty meetings. They will also include a copy of the meeting agenda. Meetings that are held for Professional Development purposes shall not last more than seventy-five (75) minutes beyond the regular school day.
- 10. Kindergarten and Pre-Kindergarten teachers who teach in two buildings shall receive an additional \$385 per year for the duration of this contract.
- 11. Every effort will be made to avoid combination classes. Any necessary combination classes will be arranged so that no more than 3 QTP's need be written. If, however, the prior restrictions are impossible to achieve, any teacher with a combination class requiring more than 3 QTP'S will receive an additional stipend \$769 per year for the duration of this contract.

B. Daily and Hourly Rates of Pay

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

C. Non-Certificated

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

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

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

3. Security Officers, Family Liaisons, Drop Out Prevention Officers and Head Nurse shall work an eight (8) hour day with a duty-free lunch. All security officers employed as of June 30, 1998, shall receive an additional \$710 per year for the duration of this contract.
4. Custodians and Maintenance shall work nine (9) hours with one (1) hour for lunch on the day shift. Custodians on p.m. shift shall work an eight (8) hour day with one (1) hour for lunch.

The day shift will be 7:00 a.m. – 4:00 p.m. and the night shift will be from 3:00 p.m. – 11:00 p.m. The midday shift will be 12:00 p.m. to 8:00 p.m.

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

All schools will follow the above-mentioned day and night shift schedules. Lincoln, Woodrow Wilson, Livingston, Lord Stirling and any Annexes may have one custodian on the midday shift.

5. Every effort will be made to provide all non-certificated personnel, a fifteen (15) minute break in the morning and in the afternoon.
6. a. All ten (10) month salaried employees will work in accordance with the ten month teacher calendar, except 10 month secretaries shall begin the year the first working day on September 1 and conclude the year with the last working day on or before June 30.

- b. Three custodians and one maintenance person will be excused upon request each year to attend the N.J.E.A. Convention. Seniority will be given first preference on a rotating basis.

D. Overtime

1. With the exception of certificated staff, employees who work 35 hour weeks (paraprofessionals, security officers, Family Liaisons and Drop Out Prevention Officers and secretaries) shall be compensated at respective hourly rates for the first five hours of work in excess of thirty-five. Those hours worked in excess of forty hours will be compensated at 1 1/2 times the hourly rate of pay. However, security officers who must return in the evening to supervise evening activities will be compensated at 1 1/2 times their hourly rate. This rate for security officers for evening work, will be paid regardless of hours worked in any given day or week.
2. Employees who work forty hour weeks (security officers, custodians and maintenance personnel) will be compensated 1 1/2 times their rates of pay for those hours worked in excess of forty hours.
3. Credit for the thirty-five or forty hour week will be given an employee for any day in a given week that the employee actually works or is otherwise compensated. For example, an employee who has a paid holiday during the week or a paid sick day during the week will be given credit for that day or days toward his thirty-five or forty hour base week for purposes of computing overtime.
4. Custodian and maintenance personnel who are requested to work on Sundays will be compensated at two times their respective hourly rate of pay.
5. Security and secretarial personnel required to work on Saturday or Sunday will be compensated at 1 1/2 times their hourly rate for a minimum of two (2) hours.
6. Building employees and maintenance employees shall receive at least two (2) hours compensation for a call in.
7. Maintenance personnel and custodians will be provided equal access to overtime opportunities depending on their qualification for the overtime offered. Such overtime will be offered on a rotating basis.
8. All building employees will make periodic security checks in their buildings when on duty other than normal school hours.

Article VIII
CLASS SIZE

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class size at an acceptable number as dictated by the financial condition of the district, the building

facilities available and the availability of qualified teachers, the best interests of the district, and as is administratively available.

- B. Every effort will be made so that remedial compensatory classes shall not exceed fifteen students.

Article IX
NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a professional's primary responsibility is to teach and that the professional's energies should, to the extent possible, be utilized to this end.
- B. Automobile use shall be compensated at the rate stipulated by the IRS each year. The rate in effect on July 1 of each year will be the rate for such compensation through the following June 30.
- C. Employees shall not be required to perform duties not performed in the past, or to keep registers.
- D. Employees shall not be required to transport students; however, exceptions may be made in the event of an emergency. An employee may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. He/she shall be compensated at the above rate for the use of his/her own automobile.

Article X
EMPLOYMENT

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

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

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

- B. When hiring new personnel, the Board agrees to give credit on its duly adopted salary guide for the following kinds of previous experience as follows:
 - 1. Contracted teaching experience (credit to be determined at the discretion of the Board at the time of employment).
 - 2. Military experience (full credit up to four years).

3. Related experience (credit to be determined at time of employment).
- C.
1. At the time of initial employment all new employees shall be informed in writing of the benefits available to them.
 2. The Personnel Office, upon monthly request from the Association, will provide information relative to any new appointments.
 3. Every effort will be made to inform the Association as soon as possible of the Board's interest in the closing of a building or in the creation or elimination of a category of jobs.
- D. Persons employed temporarily shall be so informed at the time of employment. This applies especially to persons who fill the position of an employee on leave.
- E. Tenure will be granted to all employees covered by this Agreement in accordance with New Jersey Statutes Annotated Title 18A.
- F. All certificated employees shall be notified of their contract and salary status for the ensuing year on or before April 30th. All non-certificated employees shall be notified on or before May 30th. Each notice shall indicate service increments as appropriate (See Article XII, C1.).
- G. If any employee shall have his/her position eliminated because of budgetary reasons, or other circumstances, the following provisions shall apply:
1. The Medical-Dental Insurance Program by Connecticut General or HMO will be offered to employees who have worked in the district for more than three consecutive years on a one year basis. All other employees will be offered this program for the months of July, August, and September. If any RIF'D employee is rehired by November 1st of the school year following the year in which the employee was RIF'D, the Board shall reimburse the employee his/her cost for said insurance.
 2. Payment for the insurance coverage listed in G.1 will be borne by each employee who subscribes to the program through the Board of Education Personnel Office. Employees must subscribe to the entire package (medical-dental-prescription).
 3. Preferential treatment for hiring will be given in the Board of Education's Home Instruction and Adult Education Programs for all teachers who are released through a reduction in force.
 4. Preferential treatment will be given for substitute positions, to all RIF'D teaching personnel.
 5. Tenured teachers shall be recalled for vacancies pursuant to the Provisions of N.J.S.A. 18A and N.J.A.C Title 6.
 6. Non-tenured teachers released through a reduction in force shall be given first consideration to any other vacancies that occur.

7. If there is any possibility of saving potential job positions through transfers within the district, this will be attempted.
8. The Board of Education will consider recommendations from the Association relative to saving staff positions.

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

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

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

6. Evaluation

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

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

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

Teachers who work half time or more will receive full benefits except those paid on hourly rate.

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

Article XI
SALARIES

- A. The salaries for all personnel covered by this Agreement are set forth in Schedules A-N which are attached hereto and made part of this Agreement.
- B.
 1. Employees shall be paid in equal semi-monthly payments for the term of their contracts. Payday shall be on the 10th and 25th of each month. If schools are closed on the 10th, payday shall be on the last work day preceding the 10th.
 2. When a payday falls on or during a school holiday, vacation or weekend, personnel shall receive their checks on the last previous working day.
 3. All employees employed on a ten (10) month basis shall receive their final checks and the pay schedule for the following year on the last working day in June. Twelve month employees will receive their checks on the regular pay schedule.
- C.
 1. Employees hired in the New Brunswick School District beginning July 1, 1995 will be given longevity credit for work performed only in the New Brunswick School District. Employees hired prior to July 1, 1995 will maintain their same longevity credit. Also effective July 1, 1995 service increments will be granted to all employees the month following the anniversary date of hire. The Personnel Office will notify payroll and the employee thirty (30) days prior to the employee's anniversary date.
 2. Service increments shall be based upon the provisions as set forth in Schedule N.
 3. Verification shall be in the form of a report completed by the secretary of each school district in which the employee formerly served and, in the case of military service, a photo static copy of the employee's discharge record.

4. The records described in three (3) above shall be available for inspection by the President of the Association when a request is made to the Superintendent of Schools, and permission is granted by the respective employee.
 5.
 - a. An increment on the salary guide shall be granted if the teacher works 90 teaching days out of the total 180 teaching days. Other employees shall be granted an increment if they have worked 50% of their contracted year.
 - b. Twelve month employees employed prior to February 1st shall move to the next step of the salary guide the following July 1st.
 6.
 - a. An employee shall notify the Personnel Office when his /her educational statuses on a salary guide changes. The notification shall include official documentation such as transcript or degree from the employee's college or university. All necessary documentation will be submitted by November 1st for individuals requesting a status change for the first academic semester, and by April 1st for the second academic semester.
 - b. The Personnel Office will forward the documentation of the status change to the Board for action at its next public meeting.
- D. Employees shall be paid according to their respective salary schedules.
- E. Head teachers in elementary schools shall receive an additional salary of \$500 per year for the duration of this contract.
- F. It shall be the objective of the parties to provide a career program appropriate for secretaries that will enable them to enhance their performance and increase their earnings. This contract provision shall remain open so that parties can meet as needed during the first half of the 1989-90 school year to draft a plan to achieve this objective as soon as possible.
- G. It shall be the objective of the parties to reduce the balloon step and change inner guide steps to more competitive levels where considerable differences currently exist in any of the salary schedules.
- H. The practice of paying a \$200 annual stipend to special education teachers shall be discontinued effective the 1992-93 school year. (Anyone currently receiving this payment will be grandfathered.)
- I. When inclement weather forces the district to close on a regular school day, building and maintenance staff are expected to report to work. When snow removal is completed and/or the building is ready to open the next school day, building and maintenance employees shall be dismissed by the Board Secretary or his/her designee. If school is dismissed during a day because of inclement weather, custodial and maintenance personnel will be dismissed by the Board Secretary.

- J. If "serious" inclement weather or other emergency should strike during a holiday or weekend, Building and/or Maintenance employees are expected to work to prepare the building or grounds for opening the next regular school day. Building and/or Maintenance employees reporting to work under such circumstances will be reimbursed at the appropriate overtime rate of pay. Automobile use shall be compensated at the rate stipulated by the IRS each year. The rate in effect on July 1 of each year will be the rate for such compensation through the following June 30.
- K. The Board agrees to compensate any building employee assistant who must assume the responsibility of a Headman, thirty-five dollars (\$35) per day above their existing rate of pay.
- L. The Board of Education agrees to purchase for each building and/or maintenance employee four (4) uniforms per year. Building and/or maintenance employees will wear uniforms and/or coveralls during the regular working day. The Board agrees to provide up to eighty (\$80) dollars toward the purchase of safety shoes for any building and/or maintenance employee who desires to purchase safety shoes for his/her protection. Building and maintenance employees will be provided with inclement weather gear annually. An extra set of inclement weather gear shall be provided for emergencies.
- M. Secretaries who have been previously employed by the New Brunswick Public School System shall upon their return be placed on the step salary level which they attained prior to their resignation. However, nothing herein shall be mandated to rehire any secretary who has resigned from the district's employ.

Article XII
ASSIGNMENTS

- A. If a change is made, employees shall be given written notice of their building and/or subject assignments, and room assignments for the forthcoming year. Every effort shall be made to provide this information before the summer recess.
- B. Every effort should be made at signing of contract to assign each employee to the specific position agreed upon. However, the Board has the right to reassign as the need presents itself.
- C. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed, the Association shall be notified promptly in writing and, upon the request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent or the Superintendent's representative and the employee affected, and, at the employee's option, a representative of his/her choice, and a representative of the Association.
- D. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Personnel Office no later than April 1. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

- E. As soon as practicable, but no later than the last day of the school year, the Superintendent shall notify the applicants and send notice of all employees who have been reassigned or transferred to the Association.
- F. In the case of an involuntary transfer or reassignment, the administration shall meet with the involved employee and shall inform him/her of the transfer or reassignment and of available positions to which he/she may be transferred or reassigned and shall give consideration to his/her choice among them.
- G. Security Officers will be assigned security duty on school buses. One day's notice shall be given for such duty except in emergency. When Security Officers are assigned to ride school buses for the health, safety, and welfare of the students or drivers, the Security Officer will report to the transportation company's terminal five minutes prior to the departure time of the buses. Compensation relative to the bus security assignments will be according to Article VII of this Agreement. When a Security Officer is required to ride school buses, arrangements will be made for those individuals who are unable to provide their own transportation to the bus terminal. This expense shall be the Board's responsibility.

Article XIII
PROCEDURE FOR TRANSFERS

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

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

- B. The Superintendent will inform the appropriate principal or supervisor of the employee's request for transfer, and the principal or supervisor may interview the employee relative to the reassignment. All applications will be reviewed and each applicant will be notified of the final decision.
- C. All candidates who are interviewed will be notified, within a reasonable time in writing, whether their requests for transfer have been granted. The decision of the Superintendent concerning this matter will be final.
- D. All announcements of vacancies will be sent to the NBEA President and the NBEA representative in each school for posting.
 - 1. During the summer months, vacancies shall be posted in the Central Office and sent to the NBEA President.
 - 2. Five (5) days after each monthly Board meeting the Superintendent shall notify the Association of all employees who have been reassigned or transferred by position.

Article XIV
PROMOTIONS

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisor levels.
 - 1. The Superintendent will, at least two weeks prior to the closing application deadline, forward notices of vacancies to the President of the Association and to all Association Representatives who will post same.
 - 2. All notices of vacancies will include qualifications for the position, its duties, and rate of compensation.
- B. All employees of the Board of Education are entitled to apply for advancement, if qualified, to positions of increased remuneration and/or responsibility, within the school system.
- C. Vacancies which occur, or positions to be filled during the summer months, shall be posted in Central Office and a copy sent to the NBEA office. Any employee interested in receiving notice of vacancies during the summer will leave a self-addressed envelope with the Personnel Office before departing on summer vacation.

Article XV
EVALUATION

- A. Certificated Employees
 - 1. a. The primary purpose of the evaluation of certificated employees is to improve the instructional program of the school system. Evaluation sessions with the individual employee should point out the strengths and weaknesses of the employee and give specific suggestions in the areas in which the certificated employee can improve.
 - b. Responsibility for evaluation is assigned to the Superintendent of Schools, the building principal and the supervisor or department head.
 - c. Observations of teachers shall be made individually or as a team by the principal, supervisor or department head. A Pre-Evaluation Conference shall be held at least three (3) days prior to the evaluation-observation for non-tenured certificated staff. A conference after each observation shall be held as soon as possible but in no case later than nine (9) calendar days for all non-tenured teachers. A conference after each observation shall be held as soon as possible but in no case later than twelve (12) calendar days for all tenured teachers. Any evaluator prepared forms and/or written material to be used during the conference shall be given to the teacher at least two (2) days prior to the date of the conference (no later than 7 calendar days for the non-tenured teacher and 10 calendar days for the tenured teacher after the evaluation observation).

- d. All monitoring or observation of the work performance of a certificated employee shall be conducted openly and with full knowledge of the certificated employee.
- 2.
 - a. A minimum of three formal evaluation-observations shall be conducted each year for non-tenured certificated employees, the first of which must be conducted no later than December 1st of the school year, or thirty (30) days after the date of hire if hired after the September opening of school. The second must be conducted no later than January 31st and the third no later than March 15th. Every effort will be made to schedule each of the three formal evaluation-observations at the mutual convenience of the employee and the evaluator with the major consideration being to assist the certificated employee in producing his/her best performance. A minimum of five (5) days notice will be given to the certificated employee prior to each of the scheduled formal evaluation-observations. Each of these three evaluation-observations shall last a minimum of one complete subject lesson, unless otherwise permitted by law.
 - b. At each of the formal evaluation-observation conferences a written evaluation report shall be discussed. Each of the participants in the conference shall sign the report and initial each page indicating that he or she has read the contents of the report and agrees or disagrees with the contents of the report. Each of the participants in the conference may retain a copy of the report for his or her personal file. The employee may prepare a statement to be attached to the evaluation report.
 - c. Where there is disagreement of the teacher's evaluation-observation, it shall be referred to the Superintendent's Office for further review and/or resolution.
 - d. A copy of formal evaluation-observation reports shall go into the teacher's permanent record.
 - 3.
 - a. All tenured teachers shall be evaluated at least once each school year. The evaluation-observation shall take place between October 1 - April 30, and shall be scheduled at the mutual convenience of the certificated employee and the evaluator. The evaluation-observation shall last a minimum of one complete subject lesson, unless otherwise permitted by law, and will be followed by a formal evaluation conference within twelve (12) calendar days.
 - b. At each of the formal evaluation-observation conferences, a written evaluation report shall be discussed. At the conference, the teacher shall sign the report and initial each page indicating that he or she has read the contents of the report. The teacher shall retain a copy of the report.

- c. If the tenured teacher and the evaluator agree on the contents of the evaluation-observation report, then the certificated employee's evaluation for the year is concluded. If the employee disagrees with the report, the certificated employee may request, in writing, an additional evaluation-observation which shall be scheduled within thirty (30) days. The Superintendent may assign a different evaluator for the second evaluation, if requested by the certificated employee. The procedure for this evaluation-observation shall be the same as the initial evaluation.
 - d. The tenured teacher may prepare a statement to be attached to the evaluation-observation report(s).
 - e. A copy of the formal evaluation-observation report(s) shall go into the tenured teacher's permanent record.
 - f. Job description and criteria for the evaluation of tenured certificated employees will be developed by the Superintendent in consultation with the Association. The Superintendent shall select an appropriate procedure for said consultation which shall include a minimum of five tenured certificated employees selected by the Association.
- 4.
 - a. A teacher shall have the right, upon request, to review the contents of his/her personnel file.
 - b. No material derogatory to teacher's conduct, service, character or personality-except where it is confidential, such as medical, legal or reference information-shall be placed in any personnel file unless the teacher has had an opportunity to review the material. The certificated employee shall have the right to submit a written answer to such material.
 - c. The Board agrees to protect the confidentiality of personal reference, academic credentials and other similar documents. It shall not establish any separate personnel file.
 - 5. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance.
 - 6. The Association President shall be informed of those charges and circumstances concerning an employee against whom action is contemplated or has been taken.

B. Paraprofessionals, Family Liaisons, Drop Out Prevention Officers and Additional Non-Certified Staff

- 1. Paraprofessionals, Family Liaisons and Drop Out Prevention Officers with under three (3) years experience shall be evaluated at least two (2) times each year. Paraprofessionals with three (3) or more years experience shall be evaluated at least one (1) time each year.
- 2. If two evaluations are needed, the first shall be no later than December 31, and the second not later than May 15.

3. If only one evaluation is needed, it shall be made by May 15.
4. Paraprofessionals, Family Liaisons and Drop Out Prevention Officers shall receive a copy of each written evaluation.
5. Paraprofessionals, Family Liaisons, Drop Out Prevention Officers shall be provided two (2) school days to review the evaluation with the right of rebuttal, which may be oral or written. If written, it shall be attached to the evaluation.
6. No material derogatory to Paraprofessional's conduct, service, character or personality – except where it is confidential, such as medical, legal or reference information shall be placed in any personnel file unless the Paraprofessionals, Family Liaisons, Drop Out Prevention Officers and additional non-certified staff has had an opportunity to review the material.
7. Paraprofessionals, Family Liaisons, Drop Out Prevention Officers and additional non-certified staff shall have the right, upon request, to review the contents of their personnel files.

C. Paraprofessionals, Secretaries, Security, Building Employees, Maintenance, Family Liaisons and Drop Out Prevention Officers

1. The appropriate evaluation instrument, developed with input from the Association, will be used.
2. Employees will have the opportunity to review and respond to all materials placed in their personnel files.
3. Employees shall have the right, upon request, to review their personnel files.
4. Employees shall be evaluated a minimum of once a year.

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

Article XVI
EMPLOYMENT FACILITIES

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

3. Employees will be given keys to their rooms and work areas as determined by the Principal or Superintendent.

Article XVII
EMPLOYEE ADMINISTRATION LIAISON

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

Article XVIII
SICK LEAVE

- A.
 1. All twelve (12) month employees who start July 1 are entitled to eleven (11) sick days per school year and all ten (10) month employees who start at the beginning of the school year in September are entitled to ten (10) sick leave days per school year whether or not they report for duty on those days.
 2. Employees who start after July 1 (twelve (12) month employees) or the first day of school in September (ten (10) month employees) shall be entitled to one sick leave day for each month or fraction thereof they worked but not to exceed eleven (11) days or ten (10) days respectively for the school year.
 3. Employees who resign or who are granted a leave of absence without pay, with the exception of leaves granted without pay for illnesses, will be credited only with one (1) sick leave day per month for every month or fraction thereof worked.
 4. Unused sick leave days shall be accumulated from year-to-year with no maximum limit.
 5. The estate of any ten (10) month employee who dies during the school year (September 1 to June 30) will be paid all accumulated sick leave days and personal days, including the current year entitlement.
 6. The estate of any ten (10) month employee who dies in July or August will be credited only with accumulated sick leave days on record the previous June 30th.

7. The estate of any twelve (12) month employee who dies during the twelve (12) month school year (July 1 to June 30) will be paid all accumulated sick leave days and personal days, including the current year entitlement.
 8. Employees retiring during the school year after the first semester for ten (10) month employees and after six (6) months for twelve (12) month employees who are eligible to receive a pension under TPAF or PERS within two (2) years of termination of employment will be paid all accumulated sick leave days including days as indicated. .
- B. Employees transferring from another system within the State of New Jersey shall be given 50% credit for any accumulated sick leave time within that system upon receipt of a letter from the Secretary of the Board of the other system stating the number of days of accumulated leave time.
- C. Certified employees shall be paid the difference between their pay and that of the substitute when accumulated sick leave has been used up, upon approval of the Board. Non-certificated employees shall be paid the difference between their pay and that of the substitute when accumulated sick leave has been used up, upon approval of the Board. When a substitute is not hired, the non-certificated employee may be entitled to twenty (20) percent of their contracted daily rate of pay for each day approved by the Board. The decision of the Board shall be based upon the criteria established by the Board in its policy concerning this matter and each case will be judged on its individual merits.
- D. Employees shall be given a written accounting of accumulated sick leave days as soon as possible in September of each school year.
- E. 1. The Board of Education agrees to retirement leave pay for employees at the rate of \$75.00 per accumulated sick day for those that retire in the TPAF and \$50.00 per accumulated sick day for those that retire in the PERS. To be considered for this benefit, the employee must be eligible to receive retirement pay under TPAF or PERS within two (2) years of termination of employment. Employees represented by this Agreement shall not receive more than \$20,000 under this provision.
2. An employee who passes away during the course of his/her employment with the Board of Education shall have his/her accumulated sick leave, including personal days and vacation days benefit, paid to his/her estate (See A.4-7).
3. Employees who are RIF'D after 20 years service in the district are entitled to the above benefits.
4. Employees who resign after 25 years service in the district are entitled to the above benefits.
- F. Employees are encouraged to notify the Board Secretary eighteen (18) months prior to their date of retirement. This information will be held in strictest confidence.
- G. When the Board requires an employee to take X-rays, the Board shall pay for said X-rays.

Article XIX
TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Three (3) days leave of absence for personal business, serious family illness, serious household or family matters which require absence during school hours. Notification to the employee's immediate supervisor for personal leave shall be made five (5) days before the taking of such leave, except in cases of emergencies. The employee shall not be required to state the reason for taking such leave other than that it is being taken under this section. The Board reserves the right to request reasons, in writing, for taking emergency days. Consecutive personal days or personal days prior to or after a holiday, will not be granted except at the discretion of the Superintendent of Schools. Employees requesting such days will be required to state reasons.
 2. Two (2) days for professional staff and one (1) for non-professionals with the approval of the Superintendent for the purpose of visiting and observing work related methods in other school districts, or to attend meetings or conferences of an educational or work related nature in addition to those listed in Section A, Paragraph 3.
 3. Two (2) days for six representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system. In any other legal proceeding where the employee is required by subpoena to attend, not to exceed one (1) day per school year.
 5. Time required for jury duty.
 6. Five (5) days at any one time in the event of death of an employee's spouse, child, parent/legal guardian, brother, sister and/or any other relative living in the household.
 7. Three (3) days at any one time in the event of death of an employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or friend domiciled in the home.
 8. One (1) day per year in the event of death of a friend. One (1) day in the event of death of a relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the New Brunswick school district, an immediate supervisor shall arrange sufficient time off so as many employees as possible can attend the funeral.

9. Time necessary for persons called into temporary duty of any Reserve or National Guard shall be paid the difference between their pay and their military pay not to exceed two weeks a year.
 10. Time granted by the Board for other reasons.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- C. Unused personal days will be added to the employee's accumulated sick leave.
- D. ***Vacations: Building and Maintenance Employees***
 Building and maintenance employees' vacations shall be granted according to the following schedules:
- a. Less than one year one day per two (2) months employment
 - b. One - five years two weeks
 - c. Six - ten years three weeks
 - d. Eleven years and up four weeks
 - e. After twenty years four weeks and two days
 - f. After twenty-five years four weeks and four days
 - g. After thirty years five weeks

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

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

1. Employees shall take their vacations during the school year. If job responsibilities interfere, unused vacation days may be carried over so that no vacation days are lost.
- E. ***Vacations: Twelve Month Secretaries and Clerks***
1. After completing one full year of employment: 2 weeks
 2. After completing two full years of employment: 4 weeks
 3. Twelve (12) month personnel, if not employed a full year at vacation time, will be entitled to one (1) working day per month of employment, not to exceed nine (9) working days.
 4. Twelve (12) month personnel if employed over a full year at vacation time will be entitled to two (2) full weeks plus one (1) additional working day per two months beyond their first anniversary date, but not to exceed a total of five (5) additional working days, or three (3) full weeks vacation.

5. Twelve (12) month secretaries who have worked two (2) or more years will not lose their four (4) weeks of vacation time if transferred back to ten (10) month and then transferred back to a twelve (12) month position.
6. A ten (10) month secretary with three (3) years experience in the district will be entitled to two (2) weeks vacation when transferred over to a twelve (12) month position.
7. Vacations will normally be taken during the summer months. Vacations will not be taken at any other time during the school year without the permission of the Superintendent of Schools. If job responsibilities interfere, unused vacation days may be carried over so that no vacation days are lost.

F. Holiday Schedule (Building and Maintenance)

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

Article XX

EXTENDED LEAVES OF ABSENCE

- A.
 1. The Board agrees that up to three (3) employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
 2. Upon request, one of the leaves may be extended two (2) years for a total of four (4) years.
- B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, Vista, Teacher Corps, or serves as an exchange teacher or teaches in a foreign country, or territory of the US and is a full time participant in either of such programs or accepts a Fullbright Scholarship, or any other grant or scholarship. Upon expiration of the leave, the employee agrees to return to the district and serve in the district for a period of time equal to the duration of the leave.
- C.
 1. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistments.
 2. The spouse of any employee who is on overseas military assignment shall be granted two (2) years military leave upon request without pay.

- D. An employee shall, upon request, receive a leave without pay of up to two (2) years for the purpose of child-rearing.
- E. A leave of absence without pay of up to two (2) years shall be granted to an employee for the purpose of caring for a sick member of the employee's immediate family.
- F. Any employee who shall have completed seven (7) years of employment for the New Brunswick Public Schools, shall, upon request, receive an unpaid leave of absence for a period of one (1) academic year, but not for the purpose of accepting other employment.

G. Maternity

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

- 1. The Board shall not discriminate against any person in violation of the Law against Discrimination.
- 2. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from her duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy but shall consider and treat each employee on an individual basis.
- 3. The Board may remove any pregnant employee from her duties on any one of the following bases:
 - a. *Performance* - Her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. *Physical Incapacity* - Her physical condition or capacity is such that her health would be impaired if she were to continue employment, and which physical incapacity shall be deemed to exist only if:
 - (i) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
 - (ii) The Board of Education's physician and the employee's physician agree that she cannot continue working, or
 - (iii) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Local County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expenses of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
 - c. *Just Cause* - any other "just cause" as defined in N.J.S.A. Title 18A.

4. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board, except as otherwise provided herein.
 - a. Upon reasonable notice, any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any employee to produce a certificate from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 3b (iii) of this order. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated. Following the grant of such leave to any employee, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time, except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contraindicated. The Board may require any employee to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 3b (iii) of this order.
 - b. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leaves would be entitled.
 - c. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided in this order. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any employee after birth of her child to produce a certificate from her physician showing that she is physically capable of

resuming her duties, provided that if the Board's physician is in disagreement, that conflict or medical opinion shall be resolved in the same manner as is set out in paragraph 3b (iii) of this order.

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

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

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

5. Paternity (personal) leave without pay shall be granted to male employees paralleling maternity leaves granted to female employees as in G.1.4 above.
 - a. The employee may take a personal leave, without pay, to care for his pregnant spouse as in G.1.4, G.1.4a, G.1.4b, G.1.4c.
 - b. The employee may extend his personal leave as in paragraph G.1.4c third subsection.
 - c. The above provisions shall be in addition to section D. of this article.
- H. Other leaves of absence without pay may be granted by the Board.
- I. Upon return from leave granted pursuant to Section A1, B or C1 of this Article, an employee shall be considered as if he/she were actively employed by the Board during leave and shall be placed upon the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on leave granted pursuant to Section A2, C2, D, E, F, G, and H of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- J. All benefits to which employees were entitled at the time their leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the employee upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

Article XXI
SABBATICAL LEAVE POLICY

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

Sabbatical Leave Review Council

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

Eligibility

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

Purposes

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

Application

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

Responsibility

- 1. *New Brunswick Board of Education*
 - a. During the year in which successful applicants are on one-half year sabbatical leave, the Board will pay them one half of their one half year's contracted salary.
 - b. All fringe benefits shall accrue to the successful applicants as if they were daily employed within the system.
 - c. Payroll deductions shall be made as if the successful applicants were daily employed within the system.
 - d. Upon return from leave, successful applicants shall be considered as if they were continuously present, and shall be placed upon the salary guide at the level they would have achieved if they had not been absent.
 - e. Time spent on sabbatical leave shall count towards service increments.
 - f. Definition: "Full, current contracted salary" means level and step on the salary guide concurrent with the year of the sabbatical leave. This definition excludes all income classified as extra pay for extra service.

2. The Successful Applicant

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

Numbers and Terms of Awards

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

Notice of Award

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

Article XXII

PROFESSIONAL DEVELOPMENT, TUITION REIMBURSEMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of professional performance and attitudes. The Board and the Association support the principle of continuing training and improvement of instruction.
- B. The Board agrees to implement the following:
 1. The sum of \$195,000 will be budgeted for Professional Development for the next three (3) years. \$60,000 for 2004-2005, \$65,000 for 2005-2006, \$70,000 for 2006-2007. Persons eligible for this benefit must be employed by the Board of Education for at least two years. The yearly sum will be divided into two equal amounts for the following time periods: July 1st through December 31st and January 1st through June 30th. Successful applicants who have submitted a

paid-in-full term receipt for three (3) credits per time period will be paid on a first come first serve basis.

If at the end of the budgeted year there is a balance remaining, the amount will be divided equally among those who:

- A. Did not receive reimbursement in the first time period due to expended funds.
- B. Took more than six (6) credits.

Payment shall be based on fee per charge by Rutgers University for graduate courses.

- 2. The Board will submit information indicating disbursements under this Article to the Association by August 1st.
 - 3. To qualify under Section B-1 of this Article, a teacher must notify the Personnel Office no later than June 1st of the courses taken and the total number of credits expected to be earned during the current school year with a paid-in-full term bill.
 - 4. A school year will run from July 1st through June 30th.
 - 5. Reimbursement will be made to the individual teacher as soon as possible after proof of successful completion of courses taken has been submitted to the Personnel Office.
- C. The Board agrees to develop an in-service training program for salary credit.
- 1. Employees who successfully complete college in-service training for salary credit shall be granted salary credit.
 - 2. Proposals will be submitted by the Association or individual members to the Board through the Superintendent for approval for in-service salary credit. The Board must act on the proposal within thirty (30) days after submission to the Superintendent.
- D. To enable employees to upgrade and update their performance, the Board agrees to reimburse non-certificated employees for successful completion of courses taken according to the following agreement:
- 1. The sum of \$21,000 will be budgeted for Professional Development for the next 3 years. \$6,000 for 2004-2005, \$7,000 for 2005-2006, \$8,000 for 2006-2007. Persons eligible for this benefit must be employed by the Board of Education for at least two (2) years. The yearly sum will be divided into two equal amounts for the following time periods: July 1st through December 31st and January 1st through June 30th. Successful applicants who have submitted a paid-in-full term receipt for three (3) credits per time period will be paid on a first come first serve basis.

If at the end of the budgeted year there is a balance remaining, the amount will be divided equally among those who:

- A. Did not receive reimbursement in the first time period due to expended funds.
- B. Took more than six (6) credits.

Payment shall be based on fee per charge by state colleges and universities.

- 2. All courses taken for educational improvement shall first be approved by the Assistant Superintendent for Personnel.
 - 3. Reimbursement will be made to the non-certificated employee as soon as possible after proof of successful completion of courses taken has been submitted to the Personnel Office. Courses may be taken under the auspices of union training, technical schools, or institutes and similar organizations.
- E. The Board agrees to pay the full cost of registration fees and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions or other such sessions which a certificated employee attends as a part of his/her continuing education plan and/or is required and/or requested to attend by the administration. Such expenses shall include, but are not limited to, registration fees, transportation, materials and lodging. Reimbursement under this paragraph is subject to the availability of funds in each building's professional development account.
 - F. No in-service program will exceed the regular working day in that building by more than seventy-five (75) minutes.
 - G. All programs conducted by the district outside the certificated employee's workday, work year, or during the summer shall be voluntary and compensated at the hourly rate set forth in Schedule A.
 - H. Any teacher employed by the Board of Education as a consultant for an in-district in-service program will be paid \$110 per hour for each hour of the presentation. Any additional presentations are limited to one (1) hour of payment.
 - I. The district will provide each certificated employee with an accounting of his/her accumulated professional development hours in October of each school year. Any discrepancies between the district's and certificated employees records should be noted to the Personnel Office within thirty (30) days of receipt of the Board records by the teacher.

Article XXIII
SUBSTITUTES

- A. The Board of Education agrees that whenever possible (in accordance with availability of personnel and availability of funds) it will hire only certificated personnel for emergency reasons.

- B. The Board of Education will continue to maintain a list of all available substitutes who meet the County Superintendent's standards for certification.
- C. The Board will always provide substitutes whenever they are needed if substitute personnel are available.

Article XXIV
PROTECTION OF EMPLOYEES,
STUDENTS AND PROPERTY

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

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

- E. In event of litigation, civil or criminal, the Board will extend to its employees all of the protection afforded by the Statutes of the State of New Jersey, in particular the following:
 - 1. N.J.S.A. 18A:16-6
 Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of duties as such office, position,

employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

2. N.J.S.A. 18A:16-6.1
Should any criminal action be instituted against any such person for any such act of omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

- F. If the employees desire to institute any legal proceedings as a result of occurrences arising in the scope of their employment, the Board will render such legal assistance to the employees as it deems necessary.

Article XXV
SUMMER EMPLOYMENT

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

- H. Should a ten (10) month secretary have to work during the summer to do any task related to their job, said days shall be considered to be paid at their regular daily hourly rate of pay.
- I. When work is available during the summer, ten (10) month secretaries will be approached by April 1st or as soon as possible after the matter is known so they can make summer plans appropriately should they desire to accept.

Article XXVI
INSURANCE PROTECTION

Health Care Insurance

- A. The Board shall provide health-care insurance protection according to the agreed policy as attached hereto as Schedule P, Q, and R.
- B. Employees may change from one plan to the other, but only during designated enrollment periods.
- C. The Board shall provide a Paid Prescription Insurance Plan with a \$12.00 name-brand, \$7.00 generic, and zero mail-order co-pay for the duration of this agreement.
- D. All retired employees may purchase health insurance, or parts of the package, through the Board's group policies at the current rates. This option must be elected within two (2) years of the employee's retirement date.
- E. If an employee uses all his/her sick days and is accordingly off the payroll, insurance coverage will continue for the balance of the month when payroll termination occurred. In addition, the Board will provide one month's insurance coverage for employee beyond this month. After this time, it is the employee's responsibility to convert or maintain his/her insurance per policy language.
- F. If the Board receives information that it is legally permissible to self-insure, the Association agrees, if requested by the Board, to re-open negotiations on the possibility of self-insurance. Anything negotiated is subject to ratification by both parties.

Article XXVII
BOOKS AND OTHER INSTRUCTIONAL
MATERIALS AND SUPPLIES

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

Article XXVIII
DEDUCTIONS FROM SALARY

A. Association Dues

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

B. Payroll Savings Plan

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

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

C. Tax Sheltered Annuities

The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee on a deduction authorization card and forward such sum to the tax-sheltered annuities representative, firm or company as specified on the authorization card (above) by the 10th of each month.

1. New employees shall be given the opportunity to join the program upon employment by the Board.

2. Current employees may join the program at any time.
 3. All employees may discontinue the program by written notice to the Tax Shelter.
- D. Savings Bond Program
The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee for the purchase of US Savings Bonds.
- E. Credit Union
The Board agrees to deduct from employees' salaries a fixed monthly sum as authorized by the employee on a deduction authorization card and forward such sum to the Southern Middlesex County Federal Teachers' Credit Union.
- F. Electronic Transfer of Wages
The Board agrees to implement the system of automatic deposit of net wages. Beginning July 1, 1993, all employees will be entitled to this service. All requirements established by the Board's local bank relative to data needed, pre-notification etc. will be followed. Employees may automatically transfer their net base on each pay day to one bank and into one account. The Board shall be given permission to debit or credit the identified account two days prior to and including pay day. Once the option is taken the employee can not change until the following July 1st.

Article XXIX
REPRESENTATION FEE

- A. Purpose of Fee
If an employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee
1. Notification
Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
 2. Legal Maximum
In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is

changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

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

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

3. Termination of Employment

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

4. Mechanics

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

5. Changes

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

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

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

Article XXX
MISCELLANEOUS PROVISIONS

- A. All Security Officers will wear standard issue uniforms provided by the District.

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

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

Article XXXI
SUPERVISION OF STUDENT AND/OR INTERN TEACHERS

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

- B. The placement of student and intern teachers is an important key in the successful pre-service training program for certificated employees. All placements will conform to the following rules.
 1. Tenure
No certificated employee shall have an intern or student teacher under his/her supervision unless said employee has obtained tenure status, except when teachers who have not obtained tenure status and who have three or more years of teaching experience specifically request such an assignment.

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

Article XXXII
PERSONAL AND ACADEMIC FREEDOM

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

Article XXXIII
COMPLAINT PROCEDURE FOR EMPLOYEES

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

Article XXXIV
PROCEDURE FOR WITHHOLDING EMPLOYMENT OR
ADJUSTMENT INCREMENT

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

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

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

Article XXXV
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

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

Article XXXVI
COACHES

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

Job descriptions for coaches shall be prepared by the Athletic Director, in consultation with the coaching staff. Coaches shall be responsible for performing those items listed in the coaches' job description.
- C. Evaluation of Coaches
 - 1. All coaches will be evaluated by the Athletic Director at least once during the sport being coached, based upon the job description.
 - 2. The Athletic Director shall prepare the written evaluation of the coach not later than thirty (30) days after the conclusion of the respective sport, except in the cases of spring sports, when evaluations will be prepared prior to the close of the school year.

3. The Athletic Director shall provide the coaches with a copy of the evaluation report at least one (1) day prior to a conference between the Athletic Director and the coach.
4. At said conference, the written evaluation will be discussed and both Athletic Director and coach shall sign the report. The coach may prepare a statement to be attached to the evaluation report.
5. Any coach not satisfied with his/her evaluation report may utilize the grievance procedure, if desired. The grievance would commence at Level Two.

Article XXXVII
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, all on the day and year first above written.

ASSOCIATION:

Kate Smith, President

Sonja Zamorski, Secretary

BOARD OF EDUCATION:

Emra Seawood, President

Richard Jannarone, Secretary

SCHEDULE A
NEW BRUNSWICK TEACHERS

YEAR 1
2004-2005

Salary Guide

Step	New Step	BA	BA+30	MA	MA+30	DOC
4	1	39,347	41,448	42,273	46,532	47,641
5	2	39,847	41,948	42,773	47,032	48,141
6	3	40,347	42,448	43,273	47,532	48,641
7	4	40,847	42,948	43,773	48,032	49,141
8	5	41,347	43,448	44,273	48,532	49,641
9	6	41,847	43,948	44,773	49,032	50,141
10	7	42,347	44,448	45,273	49,532	50,641
11	8	46,327	48,428	49,253	53,512	54,621
12	9	52,227	54,328	55,153	59,412	60,521
12.5	10	58,227	60,328	61,153	65,412	66,521
13	11	64,227	66,328	67,153	71,412	72,521
14	12	70,227	72,328	73,153	77,412	78,521

YEAR 2
2005-2006

Salary Guide

Step	New Step	BA	BA+30	MA	MA+30	DOC
4	1	41,707	43,808	44,633	48,892	50,001
5	2	42,207	44,308	45,133	49,392	50,501
6	3	42,707	44,808	45,633	49,892	51,001
7	4	43,207	45,308	46,133	50,392	51,501
8	5	43,707	45,808	46,633	50,892	52,001
9	6	44,207	46,308	47,133	51,392	52,501
10	7	44,707	46,808	47,633	51,892	53,001
11	8	48,687	50,788	51,613	55,872	56,981
12	9	54,587	56,688	57,513	61,772	62,881
12.5	10	60,587	62,688	63,513	67,772	68,881
13	11	66,587	68,688	69,513	73,772	74,881
14	12	72,587	74,688	75,513	79,772	80,881

SCHEDULE A
NEW BRUNSWICK TEACHERS

YEAR 3
2006-2007

Salary Guide

Step	New Step	BA	BA+30	MA	MA+30	DOC
4	1	44,227	46,328	47,153	51,412	52,521
5	2	44,727	46,828	47,653	51,912	53,021
6	3	45,227	47,328	48,153	52,412	53,521
7	4	45,727	47,828	48,653	52,912	54,021
8	5	46,227	48,328	49,153	53,412	54,521
9	6	46,727	48,828	49,653	53,912	55,021
10	7	47,227	49,328	50,153	54,412	55,521
11	8	51,207	53,308	54,133	58,392	59,501
12	9	57,107	59,208	60,033	64,292	65,401
12.5	10	63,107	65,208	66,033	70,292	71,401
13	11	69,107	71,208	72,033	76,292	77,401
14	12	75,107	77,208	78,033	82,292	83,401

HOURLY RATE

HOME/SUPPLEMENTAL INSTRUCTOR, ADULT SCHOOL,
SUMMER SCHOOL, AFTER SCHOOL ACTIVITIES

2004-05	2005-06	2006-07
\$35.00	\$36.00	\$37.00

SLC RATE

SLC rate for each work session, not to exceed 1.5 hours per session, for all staff, not to exceed ten (10) meetings per year.

2004-05	2005-06	2006-07
\$50.00	\$50.00	\$50.00

SCHEDULE B
BUILDING EMPLOYEES

YEAR 1
2004-2005

Salary Guide				
	Step	Non BSL	BSL	Head Maintenance
	1	16,223	19,626	22,585 30,381
	2	16,517	19,988	24,748 32,544
	3	16,817	20,358	27,073 34,869
	4	17,123	20,735	29,572 37,368
	5	17,435	21,119	32,258 40,054
	6	17,754	21,511	35,145 42,941
	7	18,079	21,911	38,248 46,044
	8	18,410	22,319	41,584 49,380
	9	19,510	22,735	45,170 52,966
	10	26,015	23,159	49,024 56,820
	11	34,870	28,704	53,167 60,963
	12		35,669	57,620 65,416
	13		44,418	

YEAR 2
2005-2006

Salary Guide				
	Step	Non BSL	BSL	Head Maintenance
	1	20,321	21,321	24,280 32,076
	2	20,683	21,683	26,443 34,239
	3	21,053	22,053	28,768 36,564
	4	21,430	22,430	31,267 39,063
	5	21,814	22,814	33,953 41,749
	6	22,206	23,206	36,840 44,636
	7	22,606	23,606	39,943 47,739
	8	23,014	24,014	43,279 51,075
	9	23,430	24,430	46,865 54,661
	10	23,854	24,854	50,719 58,515
	11	29,399	30,399	54,862 62,658
	12	36,565	37,364	59,315 67,111
	13		46,113	

SCHEDULE B
BUILDING EMPLOYEES

YEAR 3
2006-2007

**Salary
Guide**

Step	Non BSL	BSL	Head	Maintenance
1	22,196	23,196	26,155	33,951
2	22,558	23,558	28,318	36,114
3	22,928	23,928	30,643	38,439
4	23,305	24,305	33,142	40,938
5	23,689	24,689	35,828	43,624
6	24,081	25,081	38,715	46,511
7	24,481	25,481	41,818	49,614
8	24,889	25,889	45,154	52,950
9	25,305	26,305	48,740	56,536
10	25,729	26,729	52,594	60,390
11	31,274	32,274	56,737	64,533
12	38,440	39,239	61,190	68,986
13		47,988		

SCHEDULE C
SECRETARIAL AND ACCOUNTING

YEAR 1
2004-2005

Step	12 Mo. Secretary	HS Princ. & Attg
1	27,552	28,252
2	28,531	29,231
3	29,548	30,248
4	30,602	31,302
5	31,697	32,397
6	32,832	33,532
7	34,010	34,710
8	35,233	35,933
9	36,502	37,202
10	37,818	38,518
11	39,184	39,884
12	40,601	41,301
13	42,068	42,768

YEAR 2
2005-2006

**Salary
Guide**

Step	12 Mo. Secretary	HS Princ. & Attg
1	29,178	29,878
2	30,157	30,857
3	31,174	31,874
4	32,228	32,928
5	33,323	34,023
6	34,458	35,158
7	35,636	36,336
8	36,859	37,559
9	38,128	38,828
10	39,444	40,144
11	40,810	41,510
12	42,227	42,927
13	43,694	44,394

SCHEDULE C
SECRETARIAL AND ACCOUNTING

YEAR 3
2006-2007

Step	12 Mo. Secretary	HS Princ. & Attg
1	30,886	31,586
2	31,865	32,565
3	32,881	33,581
4	33,936	34,636
5	35,030	35,730
6	36,166	36,866
7	37,344	38,044
8	38,567	39,267
9	39,835	40,535
10	41,152	41,852
11	42,517	43,217
12	43,934	44,634
13	45,402	46,102

SCHEDULE D
SECURITY OFFICERS

YEAR 1
2004-2005

Step	Guide
1	
2	
3	
4	
5	
6	20,049
7	20,425
8	20,809
9	22,298
10	23,901
11	25,627
12	27,494

YEAR 2
2005-2006

Step	Guide
1	
2	
3	
4	
5	
6	21,399
7	21,775
8	22,159
9	23,648
10	25,251
11	26,977
12	28,844

YEAR 3
2006-2007

Step	Guide
1	
2	
3	
4	
5	
6	22,842
7	23,218
8	23,602
9	25,091
10	26,694
11	28,420
12	30,287

SCHEDULE E
PARAPROFESSIONALS

YEAR 1
2004-2005

Step	A 0-10	B 11+20	C 21-40	D 40+	E AA OR 60
1	13,456	14,478	15,331	16,466	17,602
2	13,706	14,728	15,581	16,716	17,852
3	13,961	14,983	15,836	16,971	18,107
4	14,222	15,244	16,097	17,232	18,368
5	14,488	15,510	16,363	17,498	18,634
6	14,759	15,781	16,634	17,769	18,905
7	15,035	16,057	16,910	18,045	19,181
8	15,635	16,657	17,510	18,645	19,781
9	16,235	17,257	18,110	19,245	20,381
10	17,035	18,057	18,910	20,045	21,181
11	17,735	18,757	19,610	20,745	21,881
12	19,135	20,157	21,010	22,145	23,281
13	26,099	27,121	27,974	29,109	30,245

YEAR 2
2005-2006

Step	A 0-10	B 11+20	C 21-40	D 40+	E AA OR 60
1	14,471	15,493	16,346	17,481	18,617
2	14,721	15,743	16,596	17,731	18,867
3	14,976	15,998	16,851	17,986	19,122
4	15,237	16,259	17,112	18,247	19,383
5	15,503	16,525	17,378	18,513	19,649
6	15,774	16,796	17,649	18,784	19,920
7	16,050	17,072	17,925	19,060	20,196
8	16,650	17,672	18,525	19,660	20,796
9	17,250	18,272	19,125	20,260	21,396
10	18,050	19,072	19,925	21,060	22,196
11	18,750	19,772	20,625	21,760	22,896
12	20,150	21,172	22,025	23,160	24,296
13	27,114	28,136	28,989	30,124	31,260

SCHEDULE E
PARAPROFESSIONALS

YEAR 3
2006-2007

Step	A 0-10	B 11+20	C 21-40	D 40+	E AA OR 60
1	15,554	16,576	17,429	18,564	19,700
2	15,804	16,826	17,679	18,814	19,950
3	16,059	17,081	17,934	19,069	20,205
4	16,320	17,342	18,195	19,330	20,466
5	16,586	17,608	18,461	19,596	20,732
6	16,857	17,879	18,732	19,867	21,003
7	17,133	18,155	19,008	20,143	21,279
8	17,733	18,755	19,608	20,743	21,879
9	18,333	19,355	20,208	21,343	22,479
10	19,133	20,155	21,008	22,143	23,279
11	19,833	20,855	21,708	22,843	23,979
12	21,233	22,255	23,108	24,243	25,379
13	28,197	29,219	30,072	31,207	32,343

HOURLY RATE

2004-05	2005-06	2006-07
\$16.70	\$16.75	\$17.00

SCHEDULE F
COMMUNITY AGENTS

YEAR 1
2004-2005

Step	Guide
1	23,592
2	25,080
3	26,669
4	28,365
5	30,175
6	32,107
7	34,169
8	36,370
9	38,719
10	41,226
11	43,902
12	46,755

YEAR 2
2005-2006

Step	Guide
1	25,192
2	26,680
3	28,269
4	29,965
5	31,775
6	33,707
7	35,769
8	37,970
9	40,319
10	42,826
11	45,502
12	48,355

YEAR 3
2006-2007

Step	Guide
1	26,922
2	28,410
3	29,999
4	31,695
5	33,505
6	35,437
7	37,499
8	39,700
9	42,049
10	44,556
11	47,232
12	50,085

SCHEDULE G

DROP OUT PREVENTION OFFICER/FAMILY LIAISON

YEAR 1
2004-2005

Step	Guide
1	23,202
2	24,690
3	26,279
4	27,975
5	29,785
6	31,717
7	32,217
8	32,717
9	33,217
10	33,717
11	34,217
12	34,717

YEAR 2
2005-2006

Step	Guide
1	24,412
2	25,900
3	27,489
4	29,185
5	30,995
6	32,927
7	33,427
8	33,927
9	34,427
10	34,927
11	35,427
12	35,927

YEAR 3
2006-2007

Step	Guide
1	25,747
2	27,235
3	28,824
4	30,520
5	32,330
6	34,262
7	34,762
8	35,262
9	35,762
10	36,262
11	36,762
12	37,262

SCHEDULE H

21ST CENTURY

YEAR 1
2004-2005

Step	Guide
1	23,509
2	24,997
3	26,586
4	28,282
5	30,092
6	32,024
7	34,086
8	36,287
9	38,636
10	41,143

YEAR 2
2005-2006

Step	Guide
1	25,059
2	26,547
3	28,136
4	29,832
5	31,642
6	33,574
7	35,636
8	37,837
9	40,186
10	42,693

YEAR 3
2006-2007

Step	Guide
1	26,714
2	28,202
3	29,791
4	31,487
5	33,297
6	35,229
7	37,291
8	39,492
9	41,841
10	44,348

SCHEDULE I

NURSE FLOATER

YEAR 1
2004-2005

Step	NOB-BA	BA	BA+30	MA	MA+30	DOC
4	35,787	36,787	38,888	39,713	43,972	45,081
5	36,287	37,287	39,388	40,213	44,472	45,581
6	36,787	37,787	39,888	40,713	44,972	46,081
7	37,287	38,287	40,388	41,213	45,472	46,581
8	37,787	38,787	40,888	41,713	45,972	47,081
9	38,287	39,287	41,388	42,213	46,472	47,581
10	38,787	39,787	41,888	42,713	46,972	48,081
11	42,767	43,767	45,868	46,693	50,952	52,061
12	48,667	49,667	51,768	52,593	56,852	57,961
12.5	54,667	55,667	57,768	58,593	62,852	63,961
13	60,667	61,667	63,768	64,593	68,852	69,961
14	66,667	67,667	69,768	70,593	74,852	75,961

YEAR 2
2005-2006

Step	NOB-BA	BA	BA+30	MA	MA+30	DOC
4	37,732	38,732	40,833	41,658	45,917	47,026
5	38,232	39,232	41,333	42,158	46,417	47,526
6	38,732	39,732	41,833	42,658	46,917	48,026
7	39,232	40,232	42,333	43,158	47,417	48,526
8	39,732	40,732	42,833	43,658	47,917	49,026
9	40,232	41,232	43,333	44,158	48,417	49,526
10	40,732	41,732	43,833	44,658	48,917	50,026
11	44,712	45,712	47,813	48,638	52,897	54,006
12	50,612	51,612	53,713	54,538	58,797	59,906
12.5	56,612	57,612	59,713	60,538	64,797	65,906
13	62,612	63,612	65,713	66,538	70,797	71,906
14	68,612	69,612	71,713	72,538	76,797	77,906

YEAR 3
2006-2007

Step	NOB-BA	BA	BA+30	MA	MA+30	DOC
4	39,997	40,997	43,098	43,923	48,182	49,291
5	40,497	41,497	43,598	44,423	48,682	49,791
6	40,997	41,997	44,098	44,923	49,182	50,291
7	41,497	42,497	44,598	45,423	49,682	50,791
8	41,997	42,997	45,098	45,923	50,182	51,291
9	42,497	43,497	45,598	46,423	50,682	51,791
10	42,997	43,997	46,098	46,923	51,182	52,291
11	46,977	47,977	50,078	50,903	55,162	56,271
12	52,877	53,877	55,978	56,803	61,062	62,171
12.5	58,877	59,877	61,978	62,803	67,062	68,171
13	64,877	65,877	67,978	68,803	73,062	74,171
14	70,877	71,877	73,978	74,803	79,062	80,171

SCHEDULE J

COACHES

2004-2007

	Step 1	Step 2	Step 3
Head Football	\$6,935	\$7,455	\$7,962
Assistant Football JV	\$3,604	\$4,111	\$4,631
Sophomore Football	\$2,791	\$3,197	\$3,571
Sophomore Assistant Football	\$2,558	\$2,958	\$3,338
Freshman Football	\$2,791	\$3,197	\$3,571
Freshman Assistant Football	\$2,558	\$2,958	\$3,338
Head Basketball	\$5,077	\$5,590	\$6,116
Head Middle School Basketball	\$4,224	\$4,224	\$4,224
Assistant Middle School Basketball	\$3,338	\$3,338	\$3,338
Assistant Basketball JV	\$2,558	\$2,958	\$3,338
Freshman Basketball	\$2,558	\$2,958	\$3,338
Head Baseball	\$4,350	\$4,864	\$5,376
Assistant Baseball	\$2,558	\$2,958	\$3,338
Jr. Varsity Baseball	\$2,558	\$2,958	\$3,338
Freshman Baseball	\$2,558	\$2,958	\$3,338
Cross Country	\$2,738	\$3,484	\$4,224
Assistant Cross Country	\$2,558	\$2,958	\$3,338
Head Wrestling	\$4,350	\$4,864	\$5,376
Jr. Varsity Wrestling	\$2,558	\$2,958	\$3,338
Freshman Wrestling	\$2,558	\$2,958	\$3,338
Head Winter Track	\$4,144	\$4,657	\$5,176
Assistant Winter track	\$2,558	\$2,958	\$3,338
Head Spring Track	\$4,350	\$4,864	\$5,376
Assistant Spring Track	\$2,558	\$2,958	\$3,338
Head Gymnastics	\$2,738	\$3,484	\$4,224
Golf	\$2,738	\$3,484	\$4,224
Tennis	\$2,738	\$3,484	\$4,224
Assistant Tennis	\$2,558	\$2,958	\$3,338
Head Soccer	\$4,350	\$4,864	\$5,376
Jr. Varsity Soccer	\$2,558	\$2,958	\$3,338
Freshman Soccer	\$2,558	\$2,958	\$3,338
Head Softball	\$4,350	\$4,864	\$5,376
Assistant Softball JV	\$2,558	\$2,958	\$3,338
Ticket Manager - Fall	\$1,080	\$1,159	\$1,412
Ticket Manager - Winter	\$1,080	\$1,159	\$1,412
Head Bowling Coach	\$4,224	\$4,224	\$4,224
Head Cheerleader Advisor/Fall	\$1,133	\$1,866	\$2,558

SCHEDULE J

COACHES

2004-2007

	Step 1	Step 2	Step 3
Head Cheerleader Advisor/Winter	\$1,133	\$1,866	\$2,558
Fresh/Sophomore Cheerleader Advisor/Fall	\$1,133	\$1,866	\$2,558
JV Cheerleader Adv/Fall	\$1,133	\$1,866	\$2,558
JV Cheerleader Adv/Winter	\$1,133	\$1,866	\$2,558
Fresh/Sophomore Cheerleader Advisor Winter	\$1,133	\$1,866	\$2,558
Drill Team Advisor	\$1,133	\$1,866	\$2,558
Twirler Team Advisor	\$1,133	\$1,866	\$2,558
Color Guard Advisor	\$1,133	\$1,866	\$2,558
Weight Room Trainer	\$1,184	\$1,184	\$1,184

SCHEDULE K

EXTRA CURRICULAR ACTIVITIES

	2004-2005	2005-2006	2006-2007
HS Band Director	\$2,959	\$2,959	\$2,959
HS Band Assistant	\$2,131	\$2,131	\$2,131
HS School Chorus Director	\$2,959	\$2,959	\$2,959
HS Drama Director	\$6,339	\$6,339	\$6,339
Musical Drama Director	\$2,959	\$2,959	\$2,959
Dance Drama Director	\$2,959	\$2,959	\$2,959
Choreographer of Theatre Productions	\$2,959	\$2,959	\$2,959
Musical Director of Theatre Productions	\$2,959	\$2,959	\$2,959
HS Student Council Advisor	\$2,959	\$2,959	\$2,959
HS Yearbook Editorial	\$2,959	\$2,959	\$2,959
HS Yearbook Business	\$2,959	\$2,959	\$2,959
Literary Magazine	\$2,959	\$2,959	\$2,959
Newspaper	\$2,367	\$2,367	\$2,367
Senior Class Advisor	\$2,959	\$2,959	\$2,959
Junior Class Advisor	\$1,500	\$1,500	\$1,500
Sophomore Class Advisor	\$888	\$888	\$888
Freshman Class Advisor	\$888	\$888	\$888
Finance Scholar Advisor	\$1,184	\$1,184	\$1,184
Incentive Scholars Advisor	\$1,184	\$1,184	\$1,184
Peer Leadership Coordinator	\$2,959	\$2,959	\$2,959
Peer Leadership Advisor	\$1,585	\$1,585	\$1,585
NBHS Honor Society	\$1,500	\$1,500	\$1,500
NBHS Clubs	\$1,500	\$1,500	\$1,500
Key Club	\$1,500	\$1,500	\$1,500
Student Activities Accountant	\$3,000	\$3,000	\$3,000
Intramurals (Hourly)	\$35	\$36	\$37

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

SCHEDULE L

ELEMENTARY EXTRA CURRICULAR ACTIVITIES

	2004-2005	2005-2006	2006-2007
Yearbook - Elementary	\$1,500	\$1,500	\$1,500
Student Council - Elementary	\$1,500	\$1,500	\$1,500
Newspaper Elementary	\$1,500	\$1,500	\$1,500
Drama - Elementary	\$1,500	\$1,500	\$1,500
Band - Elementary	\$1,500	\$1,500	\$1,500
Cheerleader - Elementary	\$1,500	\$1,500	\$1,500
Safety Patrol - Elementary	\$1,500	\$1,500	\$1,500
All Elementary Clubs/Advisors	\$1,500	\$1,500	\$1,500
Science Resource Managers	\$1,133	\$1,133	\$1,133
Step-Up Advisor	\$1,500	\$1,500	\$1,500
21st Century Program Advisor	\$2,959	\$2,959	\$2,959
21st Century Club Advisor	\$1,500	\$1,500	\$1,500
Head Elementary School Counselor	\$500	\$500	\$500
Head Elementary School Art	\$500	\$500	\$500
Head Elementary School Music	\$500	\$500	\$500

SCHEDULE M
MISCELLANEOUS STIPENDS

	2004-2005	2005-2006	2006-2007
Code-a-Phone Operator (September - June)	\$11,000	\$11,000	\$11,000
Code-a-Phone Operator (Summer Work)	\$1,100	\$1,100	\$1,100
Head Nurse	\$7,962	\$7,962	\$7,962
High School Student Activities Coordinator	\$1,200 x 10 Summer Prorated	\$1,200 x 10 Summer Prorated	\$1,200 x 10 Summer Prorated

SCHEDULE N
LONGEVITY PAYMENT - PROFESSIONALS

YEARS	2004-05	2005-06	2006-07
20	1350	1350	1350
25	1750	1750	1750
30	2500	2500	2500

SECRETARIES/PARAPROFESSIONALS/SECURITY
COMMUNITY AGENTS/DROP OUT PREVENTION OFFICERS/FAMILY LIAISONS

YEARS	2004-05	2005-06	2006-07
15	590	590	590
20	870	870	870
25	1690	1690	1690
30	3065	3065	3065

BUILDING EMPLOYEES/MAINTENANCE
STOCK CLERKS

YEARS	2004-05	2005-06	2006-07
10	1220	1220	1220
20	1480	1480	1480
25	1835	1835	1835
30	2080	2080	2080

SCHEDULE O

ELEMENTARY SCHEDULE

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

HIGH SCHOOL SCHEDULE

All high School teachers report by 7:50 AM and may leave by 2:30 PM.

PERIOD	TIME	LENGTH
1	8:00-9:30	80 minutes 10 minutes HR Period
	Passing 9:30-9:34	4 minutes
2	9:34-10:54	80 minutes
3	A. 10:58-11:32 Lunch B. 10:58-12:18 Class C. 10:58-11:38 Class	11:36-12:56 Class 80 minutes 12:22-12:56 Lunch 80 minutes 11:42-12:12 Lunch 80 minutes
	(Lunch A /B - 34 minutes Lunch C - 30 minutes)	
	Passing 12:56-1:00	4 minutes
4	1:00-2:20	80 minutes

SCHEDULE P
MEDICAL BENEFITS

FOR EMPLOYEES AND FAMILY MEMBERS (Spouse and unmarried children less than age 19. Children 19 years but under age 23 if full-time student.)

Room & Board	Semi-private in full for 120 days, per confinement.
Hospital Misc.	Unlimited.
Surgical	Reasonable and customary charge paid in full.
Anesthesia	Paid in full.
Doctor's Visits in Hospital	\$21 - 1st day; \$12 – 2nd day. \$7 – for next 118 days.
Diagnostic X Ray & Lab	100% of \$300 per accident and \$300 per year for illness for each person.
Physical Therapy	100% of \$50 per year for each person.
Radiotherapy	\$320 Schedule.
Emergency Accident	\$300 per accident for expenses incurred within 90 days of accident.

MAJOR MEDICAL

Maximum	\$1,000,000 per person.
Deductible	\$150 per 2004-2007 calendar years for all causes combined, no more than 2 per year per family.
Coinsurance	80% until \$2,800 is paid, then 100% for balance of calendar year.
Mental and Nervous	80% reasonable and customary \$2,000 maximum per year.

Co-Pay for Aetna HMO from \$2.00 to \$5.00 per office visit.

Co-Pay for Cigna DPP from \$5.00 to \$10.00 per office visit.

SCHEDULE Q
DENTAL BENEFITS

EMPLOYEE ONLY

Dental benefits will be paid on an 80% and 60% basis of reasonable and customary charges, depending upon the type of dental work performed. Dental benefits will be for employee only and all benefits will be based on the contract in force between the New Brunswick Board of Education and Connecticut General Life Insurance Company.

Maximum Benefit (calendar year) \$1,500.

Orthodontic Limit (lifetime) \$750.

Employees may choose dependent coverage, and the cost of dependent coverage will be paid for by the employee through payroll deductions.

SCHEDULE R
PRESCRIPTION BENEFITS
FOR EMPLOYEE AND ELIGIBLE FAMILY MEMBERS

All employees and their eligible family members will be provided a Paid Prescription Insurance Plan with a \$12.00 namebrand/\$7.00 generic/\$0.00 mail-order deductible for 2004-2007.

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