

PREAMBLE

THIS AGREEMENT is entered into as of the First day of July 2003, by and between the **Board of Education of the Borough of South Bound Brook, New Jersey**, hereinafter called the “Board,” and the **Robert Morris Education Association, Inc.**, hereinafter called the “Association.”

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations, as required by *N.J.S.A. 34:13A-5.1 et seq.*, for District personnel regularly employed in the following positions:

- 1) Classroom teachers who are under contract in positions requiring certification, including the school nurse, librarian, learning disabilities specialist, social worker, psychologist, guidance counselor, and other specialists; and
- 2) Secretaries and Receptionists/Clerks of Robert Morris School, and Child Study Team Secretary, excluding administrative and supervisory, Board/Central Office, confidential, managerial, and all other personnel employed by the Board of Education.

B. Definition of Teacher: Unless otherwise indicated, the term “Teachers” when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined in paragraph A.1, and references to male teachers shall include female teachers.

C. As used in this Agreement, the term “employee(s)” refers to all District personnel within the collective negotiations unit defined in paragraphs A.1 and A.2 above, and the term “secretary” or “secretaries” refers to the non-certificated employees within the negotiations unit as defined in paragraph A.2 above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with *N.J.S.A. 34:13A-5.1 et seq.* in a good-faith effort to reach agreement on all matters concerning employees’ terms and conditions of employment. Such negotiations shall begin not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires. When an agreement is reached by the negotiating parties, ratified by the Association, and adopted by the Board, it shall then be reduced to writing and signed by the Board and the Association.

B. The parties agree that proposals for a successor agreement shall be simultaneously exchanged no later than December 1 of each school year in which the Agreement expires.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals in the course of negotiations.

D. The Board agrees that any changes or modifications in terms and conditions of employment are to be made only through negotiations with the Association.

The Board and the RMEA agree that, unless otherwise provided in this Agreement and under provisions of *N.J.S.A. 34:13A-5.1 et seq.*, the final decision making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change, or innovation rests with the Board of Education.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1) A “grievance” is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions affecting terms and conditions of employment.

2) An “aggrieved person” is a person or persons making the claim.

B. Purpose

1) The purpose of this procedure is to secure, at the lowest possible level, starting informally with the immediate supervisor of the employee, equitable solutions to problems which may, from time to time, arise adversely affecting employees. The parties hereto agree that these proceedings should be kept as informal and confidential as may be appropriate at every level of this procedure.

C. Conditions and Time Limits

1) A grievance to be considered under this procedure must be initiated by the aggrieved within twenty (20) calendar days from the date when the grievant knew or should have known of its occurrence.

2) The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties hereto in writing.

3) Failure to process a grievance to the next step of the procedure within the specified time limit 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 limit shall permit the aggrieved to proceed to the next step.

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

6) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Formal Procedure

1) Level One - Building Principal or Immediate Supervisor. An employee with a grievance, who after first discussing same with his immediate supervisor, and is dissatisfied with the informal disposition of same, shall, either directly or through the Association's designated representative submit same in writing on the appropriate form, to the Building Principal. The Building Principal shall render a written decision within fifteen (15) calendar days after the grievance is presented.

2) Level Two - Superintendent of Schools. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within fifteen (15) calendar days after submission at Level One, he may present it in writing on the appropriate form to the Superintendent of Schools within ten (10) calendar days thereafter.

3) Level Three - Board of Education. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Superintendent of Schools, he, the grievant, may, within ten (10) calendar days thereafter, request in writing that the Association submit the grievance to the Board of Education and unless submitted by the Association to the Board within five (5) calendar days thereafter, no further action on such grievance shall be taken.

4) No claim by a grievant shall go beyond Level Three if it pertains to a) any matter for which a detailed method of review is prescribed by law; or b) any rule or regulation of the State Commissioner of Education or State Board of Education; or c) any existing by-laws of the Board of Education; or d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board.

5) Level Four - Binding Arbitration.

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered thereon within thirty (30) calendar days after the grievance was delivered to the Board of Education, and in the event the subject of the grievance pertains to an alleged violation of this Agreement as to terms and conditions of employment, the Association may submit the grievance to an impartial arbitrator pursuant to the Rules of the Public Employment Relations Commission within twenty (20) calendar days following receipt of the Board's decision or expiration of the decision rendering period.

b. The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on all parties.

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

E. Employee Representation Rights

1) Employees and Association. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2) Reprisals. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1) Group Grievance. 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. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2) Written Decisions. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

3) Separate Grievance File. 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.

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

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

ARTICLE IV

EMPLOYEE RIGHTS

A. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent or his designee, the Board, or any committee member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then such employee shall be given prior written notice of the reasons for such meeting, or interview, and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview. Any suspension of an employee pending charges shall be without pay; and if and when cleared of the charges, the employee shall be reimbursed for lost salary.

B. Personnel Files

1) Any employee shall have the right, upon request, to review the contents of his/her personnel file. Every five (5) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee every five (5) years and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2) No material derogatory to an employee's conduct, service, character, or personality, shall be placed in his personnel file unless the employee has had the opportunity to review such material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3) The Board shall not establish any separate personnel file which is not available for the employee's inspection.

4) Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond to such complaints.

5) Final evaluation of an employee upon termination of his/her employment shall be conducted prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. 1) As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column on the faculty "sign-in roster."

2) Teaching staff members are required to report to work ten (10) minutes before the scheduled pupil arrival time in the morning, and may leave twenty (20) minutes after pupil departure time in the afternoon. On PTA nights, class nights, special meetings nights, Fridays, and the day before a holiday, teachers may leave five (5) minutes after pupil dismissal. Teachers in all school buildings shall begin work at the same time with the exception of the Librarian and Child Study Team, whose work day shall be consistent with the Agreement. For the 2003-2004 school year, the teacher in-school work day is defined as six (6) hours, fifty-two (52) minutes. The regular student instructional day is six (6) hours, twenty-two (22) minutes. Effective July 1, 2004, the teacher in-school work day shall be defined as seven (7) hours four (4) minutes, and the regular student instructional day shall be six (6) hours thirty-four (34) minutes.

3) Effective with the 1994-95 school year, the Board and the Association agree that teachers may be assigned to teach an early instructional period, provided that any staff member may only be so assigned with his or her consent, and no staff member will be involuntarily assigned to early instruction. Teachers who volunteer for early instruction do so only for one school year at a time. The Association and the Board agree that each staff member volunteering for early instruction may negotiate specific arrangements concerning the terms of the early instruction assignment, other than compensation, with the Administration. The parties contemplate that such an early period may be utilized in the areas of Basic Skills Instruction, Compensatory Education, Gold & Blue Band, the Gifted and Talented instructional programs at the Robert Morris-Voorhees and N. K. Brampton Schools, or any other subject area in which the District deems an early period would be useful and a teaching staff member agrees to accept the early period assignment. The work day for staff members

volunteering to accept such early instruction assignment will commence the equivalent of one period prior to the start of the regular teacher work day, and will conclude one period, or its equivalent, earlier than the end of the regular teacher work day.

4) A teacher shall be considered tardy who fails to report to his/her assigned area at the designated reporting time. A teacher who is tardy must indicate to the **principal** the reason(s) for his/her tardiness in writing and leave the written explanation with the principal's secretary. A record of the teacher's tardiness will be kept in the Superintendent's office. A teacher tardy three (3) times within the school year shall be given a written notice by the principal. A teacher tardy six (6) times within any school year will receive written notification from the Superintendent that any additional tardiness may result in the loss of one-half (1/2) of a day's salary.

B. 1) Teachers are required to attend such general and grade level meetings as may be called by the Administration. It is agreed that the Administration may call staff meetings not more frequently than four Mondays per month, except in cases of emergency, with meetings not to exceed sixty (60) minutes from the end of the school day.

2) The notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting whenever possible, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

3) Once each month, the Building Principal and/or the Superintendent of Schools may require teachers to attend one (1) meeting commencing at 8:00 a.m. On those days when meetings are scheduled for 8:00 a.m., teachers shall be permitted to depart with the students at the end of the student day.

C. Teacher participation in field trip activities which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary.

D. Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated. Such compensation shall be negotiated by the Board and the Association.

E. 1) Teachers shall receive no less than 210 minutes of preparation time per regular work week wherever practicable. The Board reserves the right to reassign teachers to other duties during preparation periods in the event of an emergency.

2) It is agreed that the teachers' in-school work year shall be 185 days with half days for teachers prior to Thanksgiving and Christmas recesses, three (3) half-day teacher workshops on days when no students are attending, and one (1) half-day consultation day to be held, if practicable, on a day no later than the end of the first marking period, when students are not in attendance. The consultation day may be used for curriculum articulation, teacher interaction, development of collaborative teaching techniques, or any other activities which would enhance teachers' abilities to effectively implement the educational program.

3) The teacher in-school work year also includes attendance at parent-teacher conferences on two (2) evenings and one (1) day scheduled for such conferences each school year.

4) All teachers shall have a forty-two (42) minute lunch period, unless assigned to supervisory duty, in which case there will be a twenty-one (21) minute minimum lunch period for the teacher.

5) Teachers shall have one duty period per week, without additional compensation. Teachers shall be assigned to lunch duty supervision no more than once per week; provided, however, that the Administration may assign teachers to additional lunch duty supervision whenever necessary to ensure coverage on an emergency basis. Such additional assignments shall be rotated among all teachers.

For the 2003-2004 school year, teachers shall be compensated at the rate of Five (\$5.00) Dollars for each 21 minute lunch supervisory duty performed. The District may issue payment for such duty on a quarterly basis. Effective July 1, 2004, this compensation shall cease.

F. When a teacher who is scheduled for a prep period is instead assigned by the District to substitute for an absent teacher, the assigned teacher shall receive Thirteen (\$13.00) Dollars for each forty-two (42) minute prep period missed due to such assignment. Teachers shall submit the request for such reimbursement on official District vouchers. The District may require a teacher to accumulate the lesser of the equivalent of one day's pay or five (5) months of such assignments before submitting the voucher for payment.

ARTICLE VI

SALARIES, BENEFITS, PROVISIONS

A. Salaries

1) The Salaries of all employees covered by this Agreement are set forth in Schedules "A" through "C," which are attached hereto and made a part hereof.

2) The beginning salary of newly hired teachers may be based upon years of prior teaching service with the approval of the Board Of Education. One year of credit on the salary guide shall be granted for each full year of military service to a maximum of four years.

Any newly hired teacher shall be placed on the current guide within four (4) steps of his/her years of experience in public education.

3) Proof of increased academic standing shall not be considered as reason for re-negotiation of a teacher's contract during the lifetime of that contract.

4) A teacher who has earned credits needed for placement on a higher salary guide prior to September 1, shall be placed on that guide as of September 1 of that year upon presentation on or before that date of proof of the satisfactory completion of the necessary course. Such proof shall be a written statement from the university or its representative that the teacher has satisfactorily completed such courses. In the event that the teacher is a candidate for an advanced degree, the above proof shall suffice and he will not have to wait for the actual awarding of the degree.

5) Increased academic standing shall take place only on the completion of graduate credits.

B. Longevity

1) Teachers who have completed 15 years service in South Bound Brook, and less than 20, will receive a longevity payment of \$600.

2) Teachers who have completed 20 years service in South Bound Brook, and less than 25, will receive a longevity payment of \$800.

3) Teachers who have completed 25 years service in South Bound Brook will receive a longevity payment of \$1000.

4) A senior service increment of \$500 shall be paid in the last year of employment to any teacher eligible for retirement under the New Jersey Teachers Pension and Annuity Fund.

C. Benefits

1) Any employee working the full school year which is the time prescribed by law, will be offered full benefits for that category of employee as approved by the Board of Education.

2) (i) Any teacher not working the full school year which is the time prescribed by law, will be offered benefits prorated to the days spent in the school system. The prorated days will be based on the days stipulated in the teacher's contract.

(ii) Any secretary working less than half the number of hours required per week of full-time employees in his/her job category shall not be entitled to any benefits afforded such full-time employees, except:

(1) If regularly employed, the secretary is entitled to appropriate sick leave as determined by Statute:

(2) If employed in each calendar quarter and earning in total at least \$500.00 per year, is entitled to pension fund participation;

(3) If employed for twenty (20) hours or more per week, is entitled to full participation in the State Health Benefit Plan/Major Medical.

D. Provisions

1) Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2) Ten-month employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June.

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

4) Teachers shall receive their final pay checks on the last working day in June. The last working day will be that day when all required work has been completed to the satisfaction of the Administrator.

5) Part time employees' salaries will be prorated based on the number of days employed.

6) a. No later than July 1st, teachers will be notified of their tentative classes and/or subject assignments for the forthcoming school year. Two (2) weeks prior to the close of school, or as soon thereafter as possible, teachers will be notified of their salary levels for the following school year.

b. In the event that changes in such schedules, class and/or subject assignments, or building assignments, are proposed after the last two (2) weeks of school, any teacher affected shall be notified in writing within two (2) weeks.

E. Sick Leave Buy-Back upon Retirement

1) Upon retirement for service and age or disability from a State administered retirement system, each employee who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for any earned and unused accumulated sick leave days in excess of fifty (50) but not exceeding the amounts set forth hereinafter. For teachers, such payment shall be made at the rate of \$35.00 per day for each day of earned and unused accumulated sick leave beyond the first 50 days accumulated, but not to exceed a total of \$3,800.00. For secretaries, such payment shall be made at the rate of \$25.00 per day for each day of earned and unused accumulated sick leave beyond the first 50 days accumulated, but not to exceed a total of \$2,900. An employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.

2) Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not

at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

ARTICLE VII

VOLUNTARY AND INVOLUNTARY TRANSFERS & REASSIGNMENTS

A. 1) As vacancies occur, the Superintendent shall post in all school offices a list of the known vacancies which shall occur during the current or following school year. Teachers who desire notification of vacancies which occur after the close of the academic year shall so advise the Superintendent, in writing, by June 1. The Superintendent will provide the Association with a list of all teachers requesting such notification. If vacancies occur during the summer vacation period, the Superintendent shall notify the Association or its designated representative of such vacancies, and the Association shall in turn provide notice of the vacancies to all teachers on the notification list.

2) Filing Request. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference, and shall further include the reason(s) why the change is desired. Such requests for transfers and reassignments for the following year shall be submitted not later than April 15.

3) Posting. As soon as practicable, the Superintendent shall post and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

4) Criteria for Assignment. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

B. 1) Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, but not later than two weeks prior to the opening of school except in cases of emergency.

2) An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefor.

3) The District will supply each teacher with the teacher's class list (pupil roster) for the ensuing school year no later than August 1st.

ARTICLE VIII

SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

A. All openings for positions in the summer school, home teaching, federal projects and other programs (including non-teaching, but education related positions, such as curriculum development, scheduling, etc.) in the school system for which teachers may be qualified and eligible shall be publicized by the Superintendent. All applicants will be notified of the decision. Home teaching openings shall be posted as they occur. In the event a position occurs that would result in a change of title, released time from classroom duties, or added compensation, each teacher will be informed as soon as is practicable. The position title, duties, rate of compensation, and date before which reply must be made, will also be made known at that time.

ARTICLE IX

TEACHER EVALUATIONS AND OBSERVATIONS

A. Method of Data Collection

Specific methods for collection of evaluation data may include, but are not necessarily limited to:

- 1) Observation
- 2) Analysis of Anecdotal Records
- 3) Review of Personnel File
- 4) Measures of Student Progress
- 5) Review of Professional Planning

B. Observation Procedure

1) The teaching staff member being evaluated should be a partner in the evaluation process. In order to foster the development of mutual trust, confidence and respect that is essential for the purposes of evaluation to be realized, the evaluator and the teaching staff member shall meet for a pre-observation conference prior to the outset of the first observation. At this conference, the evaluator will provide and discuss with the teaching staff member a written statement of (1) the observation procedure, (2) the evaluative criteria, and (3) the data collection methods to be followed in evaluating his/her performance.

2) All non-tenured teaching staff members will be observed a minimum of three (3) times in each school year, but not less than once during each semester. All tenured teaching staff members will be observed at least once a year. For non-tenured teachers, the first observation shall occur no later than February 1 and a second observation no later than April 15; provided further, that in the first year of a teacher's employment all three observations shall be completed prior to April 30. For tenured teachers, the observation shall occur no later than April 15. A tenured teaching staff

member shall be observed a second time if he/she files a written request for the same with the Building Principal or administrative superior on or before April 30. The second evaluation, if requested, shall be completed on or before May 31st.

3) All observations will be at least the length of a full teaching period or a minimum of thirty (30) minutes and shall occur on separate days. All observations of teaching staff performance shall be conducted openly and with full knowledge of the staff member. Electronic devices may be used to facilitate data collection with the consent of the teaching staff member.

4) Before any observation report is finalized, submitted to the Central Administration, or placed in the personnel file, such report should be discussed at a post-observation conference with the teaching staff member and the observer. At least one (1) day prior to the post-observation conference the teaching staff member shall be given a copy of the written report of his/her performance. The teaching staff member shall have the right to submit a written response to any material included in the report within fifteen (15) days of the post conference. This response will be reviewed by both the teaching staff member and the observer, initialed and then attached to copies of the original observation report in all file locations.

5) Observation reports will be addressed to the teaching staff member with copies forwarded to the Superintendent of Schools and kept by the Building Principal. Every observation report shall be signed by both the observer and the teaching staff member observed. The teaching staff member's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete observation report. Public disclosure of the contents of the observation or of the response comments, if any, shall be governed by relevant statute, rule and policy.

C. Evaluation Procedure

1) The evaluator shall synthesize the results of the observation(s) and any other applicable performance data in an annual written evaluation or annual written performance report in accordance with the provisions of N.J.A.C. 6:3-4.1 or 4.3, or any successor regulation.

2) Prior to filing the annual written evaluation or performance report, the evaluator shall hold an annual summary conference with the teaching staff member. The conference shall include a review of the items specified in either N.J.A.C. 6:3-4.1 (applicable to non-tenured teachers) or 4.3 (for tenured teachers).

ARTICLE X

FAIR DISMISSAL PROCEDURES

A. 1) On or before May 15th of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30th, either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and benefits as may be required by law or agreement between the Board and the Association, or

b. A written notice that such employment shall not be offered.

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

B. Each non-tenured secretary will be notified by May 15th whether he/she will be re-appointed for the following school year.

ARTICLE XI

EDUCATIONAL COUNCIL

A. The purpose of the Educational Council shall be to strengthen the educational program through research, recommendations, implementation, and evaluation as how to best meet the needs of the students, the school, and community. It shall advise the Board of Education on matters such as curriculum improvement, books, and other instructional materials, teaching techniques, extracurricular programs, inservice programs, philosophy, and educational goals of the district, research and experimentation, educational specifications for the building and other matters regarding the educational programs of the South Bound Brook School District.

B. The Council shall meet at least once a month, during the school year. It shall consist of at least three (3) RMEA representatives, and the Superintendent and the Principal(s).

C. The Council shall establish rules of procedure and shall provide for a chairperson who shall serve for one (1) year and be responsible for the arrangement and conduct of the meetings.

D. The Council shall encourage the initiation of ideas and suggestions for projects by faculty members, administrators, Board members, students, parents, or other interested parties.

E. Minutes of each meeting will be taken and copies distributed to all professional staff members and Board of Education members at least two weeks prior to the next regularly scheduled Council meeting.

F. The primary function of the Council is to recommend, for Board of Education consideration, the establishment or revision of policies and practices pertinent to the items suggested in Paragraph A.

G. All reports and recommendations outlined above in Paragraph A shall be submitted in writing to the Superintendent of Schools with copies for presentation to the Board of Education. Said reports shall be accompanied by a detailed explanation of the facts and circumstances giving rise to the particular recommendation of the Council.

H. It is understood and agreed that the Administration and Board of Education retain the right to form such other advisory groups as in its sole discretion it deems necessary.

ARTICLE XII

SICK LEAVE

A. All teaching staff members and ten-month secretaries shall be entitled to ten (10) sick leave days each school year. Twelve-month secretaries shall be entitled to twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit. Non-accumulated additional sick leave benefits may be allowed to employees in the event of an emergency.

B. Sick leave for part-time employees will be in accordance with the law.

C. On September 15, each employee shall receive a statement informing him/her of the number of unused sick leave days accrued.

D. In the event of a serious or protracted illness, defined as one lasting five (5) or more consecutive working days, the employee shall provide a physician's certificate to be filed with the Secretary of the Board of Education, verifying the need for the leave and confirming that the employee is fit to return to work and assume his/her usual duties.

ARTICLE XIII

TEMPORARY LEAVE OF ABSENCE

The categories of employees designated below shall be entitled to the following temporary non-accumulative leaves of absence, with full pay each school year.

A. Employees shall be entitled to three (3) personal days per school year. Personal leaves of absence are meant to be used for personal business, legal business, household or family matters which require absence during school hours. No personal day will be granted the last day before or the first workday after any holiday, school recess or other school break, except in cases of emergency. Secretaries shall apply to the Building Principal or immediate superior for approval at least seven days before taking such leave, except in cases of emergency.

1) If more than three (3) employees request a personal leave of absence for the same day, the Superintendent shall have the discretion to determine whether to grant any personal leaves beyond the first three requests for such day.

2) All personal leave days not used by a teacher in any school year, beginning July 1, 1984, or not used by a secretary in any school year, beginning July 1, 1992, will be converted to sick leave at the end of the school year and added to the employee's accumulated sick leave.

B. *Death in the Immediate Family* - An allowance for a reasonable length of time not to exceed five (5) consecutive work days or seven (7) consecutive calendar days (whichever is greater) from the date of death of a member of the employee's immediate family shall be granted upon request at any one time in the school year. These days are provided for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in close proximity therewith. If the employee suffers more than one death in the immediate family during the school year, the employee shall be entitled to multiple leaves. "Immediate family" is defined for the purpose of this section as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, or grandparents. Employees shall be granted one (1) day in the event of death of other family members such as aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

C. Up to three (3) days at any one time during the school year in the event of serious illness of a member of the employee's immediate family which requires the employee's presence in the home. Such leave shall only be available where the family member is too ill to be left alone, and the employee is unable to arrange for another person to stay with the ill family member. The Superintendent may require the employee to certify the nature of the illness. For any illness which exceeds two (2) days, the Superintendent may require a physician's note certifying that the family member is under the physician's care and further certifying the nature of the illness. Additional time may be allowed at the discretion of the Superintendent after formal request by the employee. Leave under this paragraph shall not be available to visit family members who are hospitalized (provided, however, that the Superintendent may in her/his discretion permit an employee to utilize such leave to accompany an immediate family member to the hospital in an emergency situation), nor shall such

leave be used to take family members for medical tests or doctor's appointments. Employees who require leaves of absence in these situations shall utilize personal days.

D. Employees shall notify the principal or administrator of a request for use of personal leave at least seven (7) days before taking such leaves, except in case of emergency.

ARTICLE XIV

SECRETARIES' WORK YEAR AND WORK DAY

A. Twelve-month secretaries shall be entitled to the following legal holidays:

Labor Day, Thanksgiving Day, day after Thanksgiving, day before Christmas through and including New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, one day during the Spring Recess to be mutually scheduled by the secretary and her/his immediate supervisor (provided that the District shall have the ultimate determination as to the day selected), Memorial Day, and Independence Day.

If one of the above holidays occurs on a weekend, the employee will receive the immediate following Monday off for such holiday.

B. Twelve-month secretaries are entitled to the following paid vacation:

After one (1) year of employment	-	2 weeks
After five (5) years of employment	-	3 weeks
After ten (10) years of employment	-	4 weeks

Scheduling and use of all vacation time must be approved by the Superintendent or his/her designee. Vacation leave is not cumulative.

C. The work year for twelve-month secretaries shall be July 1 through June 30. Ten-month secretaries shall work all days on which students are in attendance during the academic year, and in addition shall work all days, Monday through Friday, from September 1 through the commencement of the student academic year, inclusive, and from the conclusion of the student academic year through June 30, inclusive. Effective June 29, 2006, ten-month secretaries shall also work all days when teachers are required to be present in the schools. Unless excused by the Superintendent or designee, all secretaries shall report to work on regularly scheduled workdays when the Administrator to whom the secretary reports is present in the building, notwithstanding that the schools have been closed for student attendance for any reason, including but not limited to inclement weather.

D. The normal secretarial work day is 8:00 a.m. to 4:00 p.m., including a one-hour lunch period. The scheduling of the lunch time must be approved by the Superintendent at the commencement of the work year.

Summer work hours will be in effect from July 1 through August 30. Summer work hours will be 8:00 a.m. until 3:00 p.m., including a one-hour lunch period. Secretaries may waive the lunch period and work from 8:00 a.m. until 2:00 p.m., provided they obtain the Superintendent's approval to do so at the onset of the summer work period.

E. Ten-month secretaries who are hired to work between July 1 and August 31 on a per diem basis shall at their option receive either hourly wages or compensatory time off.

ARTICLE XV

PREGNANCY AND CHILD REARING LEAVE AND OTHER LEAVE

A. Physical Disability Related to Pregnancy and Childbirth

1) Employees who are physically disabled by reason of pregnancy, childbirth, and postpartum recovery will be entitled to sick leave provided by **Article XII** herein for the period of such disability or until the expiration of the employee's accumulated sick leave, whichever occurs sooner. Nothing herein will prevent an employee who is physically able from continuing to work beyond the normal thirty (30) days before the expected date of delivery if she elects to do so.

2) Any employee intending to apply for disability leave shall advise the Superintendent as soon as possible. The employee's request for disability leave shall be submitted in writing to the Superintendent at least sixty (60) days prior to the date she desires her leave to commence, and shall specify the date when the employee expects her leave to commence and terminate. The foregoing notification requirement shall also apply to request for any other anticipated long-term disability, including but not limited to elective surgery.

a. A medical certificate shall be required. If the Board of Education disagrees with the employee's claim of continued disability, it shall have the right to have the employee examined at its expense, by the district physician, in the presence of the employee's physician.

b. In order to qualify for salary during the period of disability, the employee must apply unused accumulated sick leave in accordance with **Article XII** of this agreement.

c. The Board of Education shall pay health insurance premiums until four (4) weeks after the birth of the child or until the end of the extended period of disability.

d. The employee will have the option to continue the health benefits coverage during the balance of the leave by contributing her share of the costs of such coverage in accordance with the regulations of the carrier.

B. Child Rearing Leave

1) The Board will grant a child rearing leave without pay to an employee, upon written request, to care for a newborn or newly adopted child. Child rearing leaves will normally begin

immediately upon the expiration of the physical disability leave provided in **Section A** above, or at such other date as may be agreed upon by the employee and the Board, and all such leaves will end at the beginning of the next school year; provided, however, that if the child rearing leave commences on or after March 1 of any school year, then the employee shall have the option of continuing the child rearing leave for the following school year. In order to be eligible for such continuation of child rearing leave, an employee exercising the option must notify the Superintendent in writing of her decision no later than April 1 of the school year in which the child rearing leave has commenced. The Board may deny any request for continuation of child rearing leave where such notice has not been provided.

Employees on leave may apply in writing for one (1) additional year of unpaid child-care leave, and the Board may grant such additional leave.

2) On or before March 1, an employee granted leave shall indicate to the Board of Education in writing his/her intention to return to work the following September. Twelve-month employees shall provide notification in writing on or before January 1 of their intent to return to work the following July 1. Failure to do so will be construed as a decision not to return, in which case a formal resignation should be tendered prior to June 30.

3) Nothing in these regulations shall be construed as obliging the Board of Education to grant leaves of absence to employees who are not under tenure beyond the present contract year.

4) An employee who has been on paid status (work or work plus paid sick leave) for 95 days in the school year in which child-care leave was granted will be credited with one year service for the purpose of advancement on the salary guide. Twelve-month employees must work 110 days in the school year to receive one year's service credit for the purpose of guide advancement.

5) No employee on leave shall, on the basis of said leave, be denied the opportunity to substitute in the South Bound Brook School District within current laws pertaining to substitutes.

C. One-year Leave

A teacher with at least seven (7) years service in the District shall be entitled to a one-year unpaid leave of absence under the following conditions:

1) The teacher must apply for the leave by January 1 of the school year preceding the school year for which the leave is sought.

2) The District must be able to find a replacement for the teacher by June 30 of the school year preceding the school year for which the leave is sought.

3) No more than one teacher shall be entitled to such leave in any school year. Additional eligible teachers may be granted such leave, at the discretion of the Superintendent and the Board.

4) While on leave, teachers shall not receive sick leave or salary guide credit.

5) Teachers who have received a leave under this provision must wait another seven (7) years before being eligible to apply for another such leave.

6) On or before March 1, a teacher granted leave under this provision shall indicate to the Board of Education in writing his/her intention to return to teaching the following September. Failure to do so will be construed as a decision not to return, in which case a formal resignation should be tendered prior to June 30.

D. Other

A leave of absence may be granted to an employee by the Board for good reason, subject to the following stipulations:

1) Said leave shall be without pay.

2) All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position he/she held at the time said leave commenced, if available, or, if not, the employee shall be assigned a position as close to his/her previous position as possible where certified.

E. Family Leave

Employees who meet the eligibility criteria of the Family Leave Act, *N.J.S.A. 34:11B-1 et seq.*, are entitled to an unpaid family leave of absence pursuant to the provisions and limitations of such Act and regulations promulgated thereunder so long as the Board remains an employer covered by the Act.

ARTICLE XVI

SABBATICAL LEAVES

A. The Board of Education may grant sabbatical leaves of absence to teachers for one full year, and/or one-half (1/2) year, based upon the Superintendent's recommendation, subject to the following conditions:

1) The teacher has completed at least seven (7) full school years of service in the South Bound Brook School District.

2) If there is a qualified applicant, sabbatical leave may be granted to one (1) eligible teacher during any one school year.

3) Sabbatical leaves are to be used only for the purpose of education or education related travel.

4) Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than November 15, and action must be taken no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested. Such requests must include a proposal clearly stating purpose of sabbatical.

5) a. A teacher on sabbatical leave for purpose other than fulfilling residency requirements for an accredited advance degree shall be paid by the Board fifty percent (50%) salary for a full year of the salary he would have received if he had remained on active duty.

b. A teacher on sabbatical leave for purposes of fulfilling residency requirements for an accredited advanced degree shall be paid by the Board seventy-five percent (75%) of the annual salary he would have received if he had remained on active duty.

6) When sabbatical leave is granted for less than one (1) full year, it will be for continuing education in a field approved by the Board. The salary for this category shall be fifty percent (50%) of the annual salary prorated for the term of leave.

7) Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his/her absence.

8) A teacher will be required to teach in South Bound Brook for two (2) years immediately following his/her sabbatical leave. In default thereof, the teacher shall reimburse the District those monies received in payment under the terms of this Article in proportion to that amount of the required not spent within the South Bound Brook School District. A written agreement shall be entered into by both parties embodying these terms.

9) Should the request for sabbatical leave be refused, the teacher shall be given the reasons in writing, by the Superintendent. Neither the refusal of requests, nor the reasons given, may be used as a grievance.

10) Employees on sabbatical leave shall receive no benefits other than as are listed in this Article.

ARTICLE XVII

PROFESSIONAL IMPROVEMENT

A. The Board will reimburse, any teacher holding a permanent certificate, the tuition cost, up to a maximum of three (3) 3-credit courses, at up to the Rutgers University standard tuition rate per

credit in any one contract year (July 1 to June 30), for graduate courses taken by the teacher in his/her assigned area of certification at an accredited college or university as recognized by the New Jersey Department of Education. Reimbursement under this Article for undergraduate or non-credit courses directly related to the teacher's assigned area of certification may be authorized by the Superintendent in his/her sole discretion. Courses taken toward a subsequent degree at the same level as previously obtained (*e.g.*, a second M.A.), are not eligible for reimbursement. Degree programs or courses in Educational Administration are not eligible for reimbursement hereunder, and degree programs or courses in Guidance will be approved only for applicants who are serving as Guidance Counselors when the request is made and at the time of enrollment. The total Board expenditure for tuition reimbursement for teachers hereunder shall not exceed Twenty Thousand (\$20,000) Dollars per school year.

B. To be eligible for reimbursement, the teaching staff member must receive prior written authorization from the Superintendent for every course, whether graduate, undergraduate, or non-credit. Credit may be earned by completion of the prescribed work for the course or courses offered by the accredited college or university over the Internet during an academic term. To be accepted for reimbursement, Internet courses must be offered by an accredited college or university; the institution must offer a graduate degree in the subject area of the proposed Internet course and accept the specific Internet course in meeting requirements for that degree; and the institution must conduct accredited "in attendance" degree programs rather than offer just Internet and/or correspondence courses.

C. Reimbursement will be made to the individual teaching staff member after proof of successful completion of courses has been submitted to the Superintendent. An official transcript from the college or university showing a grade of B- (B minus) or better is required, together with the payment receipts or canceled checks showing payment for the course.

D. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which an employee is requested by the administration to take.

E. Employees, at the discretion of the Superintendent, may be required to attend workshops or visitations during the school year (during work week).

1) a. Professional days, at the discretion of the Superintendent, may be granted for the completion of workshops or visitations held on days when school is in session. All denials of professional day requests shall be in writing.

b. Secretaries are eligible for up to two days per school year for the purpose of attending meetings or conferences that are in relationship to their work and which have been approved by the Superintendent.

2) The Board of Education agrees to pay full cost of reasonable expenses incurred in connection with the completion of the workshop education requirements (fees, required materials, meals, and transportation).

3) Any teaching staff member who successfully completes three graduate credits over any three year period shall be exempt from the above.

ARTICLE XVIII

SUPERVISION OF STUDENT TEACHERS

A. Procedures

1) No teacher shall have a student teacher under his/her supervision unless said teacher has had at least three (3) years of teaching experience , with the most recent year in his/her present position.

2) Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3) A cooperating teacher shall not be involuntarily given additional assignments outside of his/her responsibilities during the period he/she is supervising a student teacher.

4) Final decision for placement of student teachers shall be at the discretion of the Superintendent of Schools.

ARTICLE XIX

INSURANCE PROTECTION

A. The Board agrees to provide the following hospitalization coverage for eligible personnel represented by the Association: Blue Cross, Blue Shield with Rider J, major medical coverage for each employee and dependent(s).

B. For the period July 1, 2003 through December 31, 2003, the Board agrees to pay up to \$44,000 per school year, prorated, for provision of a Prescription Drug Plan (including contraceptives), with an employee co-payment of \$10.00 for generic drugs, \$20.00 for non-generic drugs and \$5.00 for mail-order prescriptions. The Board shall have no liability for any payment beyond the maximum amounts specified hereunder, and any premium cost beyond the amount paid by the Board shall be paid by the employees through a payroll deduction plan. Effective January 1, 2004, the prescription insurance coverage shall be discontinued, and employees shall have the ability to submit reimbursement claims for prescription expenses through the major medical insurance provided under the New Jersey State Health Benefits Plan, subject to the provisions of such Plan.

C. The board agrees to pay up to the following monthly premiums for provision of a full-family Dental Insurance Plan:

Employee only:\$18.91
Employee and dependent:\$30.28
Full family:\$50.24

The Board shall have no liability for any payment beyond the maximum amount specified herein, and any premium cost in excess of the amount paid by the Board will be paid by each employee through payroll deduction plan.

D. The Board shall provide each employee, upon employment or when the plans are revised or changed, a description of the insurance coverage provided under this ARTICLE.

ARTICLE XX

TEACHER FACILITIES

A. An appropriately furnished room, which shall be reserved for the exclusive use of teachers as a faculty lounge, will be provided in the Robert Morris School.

B. The Board will provide air-conditioning in the above faculty lounge.

C. The Board will provide in each building adequate restrooms.

D. The Board agrees to allow the Association to have installed a private pay phone in a mutually agreeable place. The responsibility for cost and/or maintenance shall be the Association's.

ARTICLE XXI

ASSOCIATION RIGHTS

A. The Board agrees to make available to the Association, in response to reasonable requests, all available information concerning Association related matters within the limits of *N.J.S.A.*

B. The Association shall have access to school equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, audiovisual equipment, computers, printers and fax machines at reasonable times, when such equipment is not otherwise in use, upon reasonable advance notice to and approval of the Building Principal, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. Such Association use shall not interfere with normal school operations. The Association agrees to use reasonable care in the use of any school equipment. The Association shall pay for the

reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

ARTICLE XXII

AGENCY FEE

A. Purpose of Fee

1) Commencing September 1, 1989, if a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said teacher 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 teacher's per capita cost of services rendered by the Association as a majority representative. Commencing July 1, 1992, the provisions of this Article shall also apply to secretaries.

2) The Association represents and agrees that membership in the Association is available on an equal basis to all eligible employees represented by it and that the Association has established and will maintain a demand and return system which complies with the requirements of law. The Association shall provide the Board with written evidence of the existence of such a demand and return system before deductions for the representation fee are made.

B. Amount of Fee/Notification

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

C. Deduction and Transmission of Fee

1) Notification

On or about December 1 of each membership year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year and who are therefore required to pay the representation fee.

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 deductions will begin as soon as is administratively feasible following receipt of the list from the Association, preferably by the first paycheck paid:

a) in February, if the Association provides the list of non-members to the Board by the preceding December 15; or

b) in March, if the Association provides the list between December 15 and December 31, or the first paycheck paid in the second month following receipt of the list from the Association, if the Association provides the list on or after January 1; or

c) the first paycheck of the second month following the date on which the teacher begins his/her employment in a bargaining unit position.

Any delay in commencement of deductions shall reduce the total amount of the appropriate representation fee deducted on behalf of the Association.

3) 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, and shall be in accordance with the provisions of *N.J.S.A. 52:14-15.9e*.

4) Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or in the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

5) New Employees

On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

6) Indemnification

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable attorneys' fees and other legal costs and expenses, which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article, provided that:

a. The Board gives to the Association timely notice in writing any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and all other aspects of said defense.

ARTICLE XXIII

REDUCTION IN TENURED FORCE

A. 1) In the event the Board is considering a reduction in tenure teaching staff positions, the Board shall notify the Association prior to giving notice to individuals to be affected by such reduction.

2) The Association shall have ten (10) days to formulate alternatives, to be presented to the Board in writing.

3) The Board agrees that any reduction in force shall be effectuated according to law and procedure set forth in *N.J.S.A.* 18A:28-10, 11, 12, and *N.J.A.C.* 6:3-1.10.

a. Dismissals resulting from any such reduction shall not be made by reason of residence, age, sex, marriage, race, religion, or political affiliation but shall be made on the basis of seniority according to standards established by the Commissioner of Education.

b. In the case of any decision to reduce the teaching force, the Board shall notify the Association and the teacher affected as to his/her seniority status.

c. If any tenured teaching staff member shall be dismissed as a result of such reduction, such person shall be and remain upon a preferred eligibility list in the order of seniority for re-employment whenever a vacancy occurs in a position for which such person shall be qualified, and he/she shall be re-employed by the Board if and when such vacancy occurs.

d. Nothing in this ARTICLE shall be construed so as to limit the right of the Board to reduce the number of teaching staff members whenever, in the judgment of the Board, it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils or of change in the administration, or supervisory organization of the District or for other good cause.

B. Before October 1st, each member of the faculty shall receive a complete copy of the seniority list for the district which delineates employees by name and his/her seniority in all areas of certification.

ARTICLE XXIV

EXTRACURRICULAR ENRICHMENT COURSES

Effective with the 1994-95 school year, the Board may create an after-school enrichment program for grades one through eight, with the goal of providing enrichment opportunities beyond pupils' regular classroom activities. Such enrichment programs will be scheduled for one hour per week for five consecutive weeks, provided that this will not prevent the creation of a lengthier

program or a different schedule if the Administration and the teacher agree to such revision. For the 2003-2004 school year, teachers who elect to participate in this program will be compensated at the rate of \$23.34 per hour for each enrichment course taught, to a maximum stipend of \$116.70 for each five-week course. For subsequent school years, the rate and maximum stipend shall be as follows: 2004-2005: \$24.46 per hour, maximum of \$122.30; 2005-2006: \$25.56 per hour, maximum of \$127.80. The above stipend limits shall not apply to any course which is provided for a total of more than five hours.

The Board shall have sole discretion to determine whether to provide the program from year to year, and shall have sole discretion to determine what, if any, courses will be offered. Teaching staff members will provide input into suggested course offerings through the Educational Council. Teachers who volunteer to participate in the program will be responsible for developing the curriculum for their particular course, and will submit the curriculum to the Administration for approval.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

- A.** This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting and it can be opened for negotiations, but all other provisions or applications shall continue in full force and effect.
- C.** Any employment contract between the Board and an individual employee hereafter executed, shall be subject and consistent with the terms and conditions of this Agreement. If the aforesaid employment contract contains language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- D.** Pursuant to *N.J.S.A. 34:13A-5.1 et seq.*, the Board and the Association agree that employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from such activity. As a duly elected 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 or deprive or coerce any teacher in the enjoyment of any rights conferred by *N.J.S.A. 34:13A-5.1 et seq.* or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate for or against any employee with respect to hours, wages, or any terms or conditions of employment be reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

E. Subject to the express provisions of this Agreement and in compliance with law, the Board retains all rights, powers, functions, and authority to manage the school district.

F. The parties shall be jointly responsible for reproducing and distributing copies of this Agreement within seventy-five (75) days after this Agreement is executed by both parties. The reproduction expenses shall be equally shared between the Board and the Association. Copies of this Agreement shall be presented to all employees now employed by the Board. A copy shall be given to each teacher hereafter employed by the Board as soon as practicable after the signing of the agreement.

G. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI

DURATION OF THE AGREEMENT

A. This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006. Both parties further agree that, if deemed necessary, negotiations may be opened on any article, but only by mutual agreement of both parties. Negotiations for the next agreement will commence no later than November 15, 2005.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on date indicated unless extended by mutual agreement.

C. The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

IN WITNESS WHEREOF, the parties have caused this document to be executed by their respective officers on the date first set forth above.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

PRESIDENT

PRESIDENT

ATTEST:

ATTEST:

SCHEDULE "A-1"**TEACHER SALARY GUIDE, 2003-2004**

Step	BA	BA+15	MA	MA + 15	MA + 30
1	38,370	39,110	39,970	41,020	41,670
2	38,370	39,110	39,970	41,020	41,670
3	38,670	39,410	40,270	41,320	41,970
4	38,970	39,710	40,570	41,620	42,270
5	39,970	40,710	41,570	42,620	43,270
6	40,970	41,710	42,570	43,620	44,270
7	41,970	42,710	43,570	44,620	45,270
8	42,970	43,710	44,570	45,620	46,270
9	44,270	45,010	45,870	46,920	47,570
10	45,770	46,510	47,370	48,420	49,070
11	47,570	48,310	49,170	50,220	50,870
12	49,470	50,210	51,070	52,120	52,770
13	52,170	52,910	53,770	54,820	55,470
14	54,970	55,710	56,570	57,620	58,270
15	57,770	58,510	59,370	60,420	61,070
16	60,570	61,310	62,170	63,220	63,870
17	63,370	64,110	64,970	66,020	66,670
18	66,850	67,590	68,450	69,500	70,150

SCHEDULE “A-2”

TEACHER SALARY GUIDE, 2004-2005

Step	BA	BA + 15	MA	MA + 15	MA + 30
1	39,765	40,765	41,765	42,765	43,765
2	40,065	41,065	42,065	43,065	44,065
3	40,065	41,065	42,065	43,065	44,065
4	40,365	41,365	42,365	43,365	44,365
5	41,355	42,355	43,355	44,355	45,355
6	42,355	43,355	44,355	45,355	46,355
7	43,355	44,355	45,355	46,355	47,355
8	44,355	45,355	46,355	47,355	48,355
9	45,655	46,655	47,655	48,655	49,655
10	47,155	48,155	49,155	50,155	51,155
11	48,955	49,955	50,955	51,955	52,955
12	50,855	51,855	52,855	53,855	54,855
13	53,455	54,455	55,455	56,455	57,455
14	56,155	57,155	58,155	59,155	60,155
15	58,955	59,955	60,955	61,955	62,955
16	61,855	62,855	63,855	64,855	65,855
17	64,855	65,855	66,855	67,855	68,855
18	68,050	69,050	70,050	71,050	72,050

SCHEDULE "A-3"

TEACHER SALARY GUIDE, 2005-2006

Step	BA	BA + 15	MA	MA + 15	MA + 30
1	41,360	42,460	43,560	44,660	45,760
2	41,360	42,460	43,560	44,660	45,760
3	41,660	42,760	43,860	44,960	46,060
4	41,660	42,760	43,860	44,960	46,060
5	42,660	43,760	44,860	45,960	47,060
6	43,660	44,760	45,860	46,960	48,060
7	44,660	45,760	46,860	47,960	49,060
8	45,660	46,760	47,860	48,960	50,060
9	46,960	48,060	49,160	50,260	51,360
10	48,460	49,560	50,660	51,760	52,860
11	50,260	51,360	52,460	53,560	54,660
12	52,160	53,260	54,360	55,460	56,560
13	54,860	55,960	57,060	58,160	59,260
14	57,660	58,760	59,860	60,960	62,060
15	60,460	61,560	62,660	63,760	64,860
16	63,260	64,360	65,460	66,560	67,660
17	66,160	67,260	68,360	69,460	70,560
18	69,350	70,450	71,550	72,650	73,750

SCHEDULE "B"

EXTRACURRICULAR ACTIVITIES STIPENDS

2003-2006

		2003-04	2004-05	2005-06
1	INTERSCHOLASTIC BASKETBALL (B)	2,570	2,693	2,814
2	INTERSCHOLASTIC BASKETBALL (G)	2,570	2,693	2,814
3	EIGHTH GRADE ADVISOR	2,021	2,118	2,213
4	STUDENT COUNCIL	2,021	2,118	2,213
5	CHEERLEADING	1,836	1,925	2,011
6	YEARBOOK ADVISOR	1,732	1,815	1,896
7	INTERSCHOLASTIC SOFTBALL (G)	1,182	1,238	1,294
8	INTRAMURAL SOFTBALL (2)	670	702	734
9	INTRAMURAL BOWLING (2)	670	702	734
10	CHORUS ADVISOR	670	702	734
11	INTRAMURAL FLAG FOOTBALL	670	702	734
12	INTRAMURAL FIELD HOCKEY	670	702	734
13	INTRAMURAL SOCCER (2)	670	702	734
14	NEWSPAPER	670	702	734
15	MORNING DUTY (4)	670	702	734
16	READERS' THEATER	670	702	734
17	FAMILY MATH AND TECHNOLOGY	420	440	460
18	FAMILY SCIENCE	420	440	460

SCHEDULE "C"

SOUTH BOUND BROOK
SECRETARIAL/CLERICAL SALARY RANGES

2003-2006

	Min.	Max.	Min.	Max.	Min.	Max.
	2003-04	2003-04	2004-05	2004-05	2005-06	2005-06
RECEPTIONIST/CLERK	22,755	32,466	23,848	34,025	24,921	35,556
CHILD STUDY TEAM SECRETARY	20,685	34,408	21,678	36,059	22,653	37,682
SECRETARY TO PRINCIPAL	24,069	41,239	25,224	43,218	26,359	45,163

The salaries of secretaries within the Association's collective negotiations unit will also be increased by the foregoing percentages for each of the contract years.

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