

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

THE TOWNSHIP OF EWING

AND

THE EWING TOWNSHIP

EDUCATION ASSOCIATION

JULY 1, 2003 - JUNE 30, 2006

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The Ewing Township Board of Education is an equal opportunity/affirmative action employer.

This Agreement entered into on this 25th day of November, 2002 by and between the Board of Education of the Township of Ewing in the County of Mercer, hereinafter referred to as the "Board," and the Ewing Township Education Association, hereinafter referred to as the "Association," in pursuance of the provisions of Chapter 123 of the laws of 1974 of the State of New Jersey, do hereby agree as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Chapter 123 aforesaid Laws of 1974 for all full-time and part-time teaching personnel, under contract, including:

| | |
|----------------------------------|----------------------------------|
| Athletic Trainer | Occupational Therapist |
| Basic Skills Improvement Program | Social Workers |
| Classroom Teachers | Speech Correctionists |
| Deans of Students | Student Assistance Counselors |
| Facilitating Teachers | Student Success Advocates |
| Guidance Counselors | Substance Awareness Coordinators |
| Learning Disability Specialists | Supplemental Teachers |
| Media Specialists | Teachers |
| Nurses | Work Coordinators |

but excluding supervisory and executive personnel; office, clerical, maintenance and operating employees; also excluded are:

| | |
|------------------------------|---------------------------|
| Attendance Officer | Helping Teachers |
| Directors (Departmental) | Psychiatrists |
| Home Instruction Teachers | Psychologists |
| Pediatric Consultants | Summer School Teachers |
| Supervisory Coordinators | Principals |
| Evening School Personnel | Substitutes |
| | Vice Principals |

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative pursuant to such Chapter 123 Laws of 1974 of New Jersey Statutes Annotated, for the duration of this Agreement.

B. Definitions

1. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all teachers represented by the Association in the negotiating unit as above defined.
2. Part-time teachers shall be defined to mean any teacher who works less than a full-time schedule as defined in Article VII, Section G of this Agreement. All benefits set forth in this Agreement such as salary, leaves of absence, tuition reimbursement, and payment for unused sick leave, etc. shall be prorated; however, insurance protection is not covered by this provision.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Laws of 1974 of New Jersey Statutes Annotated, in a good-faith effort to reach agreement. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by the Board and the Association.

- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- D. The parties agree that an agenda for subsequent negotiations shall be first established and that the negotiation of neither monetary nor nonmonetary items shall be delayed unilaterally by either party.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as a complaint by a teacher, or group of teachers, that he/she (they) have suffered, a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. Grievances involving administrative decisions and Board policy are grievable to the Board level only.
2. Nothing herein contained shall be construed as limiting the right of any employee who feels unjustly treated having grievances to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted or resolved without the intervention of the Association, provided the settlement is not inconsistent with the terms of this Agreement.
3. Nothing herein contained shall be construed as limiting the right of any employee to the provisions of Chapter 123 of the Laws of 1974 of the State of New Jersey.

B. PROCEDURE

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the teacher has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three steps shall be considered a satisfactory adjustment unless, within seven (7) school days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.
3. In the event the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the next school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year.

4. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:
 - a. Step One -- A professional employee with a grievance shall first discuss it with his/her immediate superior or principal, either directly or through the Association's designated representative, with the objective of resolving the matter in the most expeditious manner. In the event this discussion is not satisfactory to the grievant, he/she shall then formally present his/her grievance within seven (7) school days in writing to his/her immediate supervisor or principal and shall receive an answer in writing within seven (7) school days after presentation.
 - b. Step Two -- If the grievance is not settled at the first step, the Association may make a written request to the Superintendent of Schools or his/her designee for a second step meeting within seven (7) school days after the answer at the first step. The Superintendent or his/her designee shall set a meeting within seven (7) school days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Superintendent or his/her designee and his/her assistant, not to exceed three. The Superintendent's written answer shall be delivered to the Association within seven (7) school days after the meeting.
 - c. Step Three -- If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) school days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) school days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his/her designee totaling three. The Board's written answer shall be delivered to the Association within seven (7) school days.

- d. Step Four - If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing.

If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- (1) Any matter for which a method of review is prescribed by law;
- (2) Any rule or regulation of the Commissioner of Education;
- (3) Any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone;
- (4) A complaint of a teacher which arises by his/her reason of not being reemployed;
- (5) A complaint by any certificated teacher occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission effective December 13, 1974.

The arbitrator shall limit himself/herself to the Articles of this Agreement and his/her decision shall be binding. The parties shall meet within ten (10) calendar days to review the Arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual teacher is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All teachers, including the grievant, shall be required to continue under the direction of the Superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

For the purposes of negotiations and the processing of grievances, the Board shall open for the inspection of the Association those records deemed to be public as set forth in the "Right to Know Law" of the State, with those exceptions which have been designated for the protection of the public interest and the personal and private rights of the individual.

B. USE OF SCHOOL BUILDINGS

The Association shall have the right to apply for use of school buildings for meetings of their membership. Application for such permission shall follow existing Board policy.

C. ASSOCIATION NOTICES

The posting of official Association notices in each faculty lounge shall be permitted and definite space shall be allotted for this purpose.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege of using school equipment with the permission of the principal at the close of the regular school day when it is not being used for school purposes. Such use shall occur under the supervision of those who are responsible for said equipment. The Association agrees that only experienced operators will use the equipment and that the Association will pay the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. It is further understood that the use of school equipment shall be limited to that which is necessary for the preparation or reproduction of official Association communications or notices.

E. MAIL DELIVERY SERVICE AND MAIL BOXES

The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.

F. ASSOCIATION MEETING

At the conclusion of a general or special faculty meeting, the presiding administrator shall announce, if so requested by the Senior Association Representative, that an Association meeting shall commence thereafter.

G. REPRESENTATION FEE

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
 - d. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers in accordance with paragraph three (3) below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

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

- a. In November; or
 - b. Thirty (30) days after the teacher begins his/her employment in a bargaining unit position, unless the teacher previously served in a bargaining unit 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 teacher's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmittance of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. 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 teachers who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE V

BOARD RIGHTS

The Board, subject to the terms herein, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, including Chapter 123, Laws of 1974, the Constitution of the State of New Jersey and of the United States, and all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.

ARTICLE VI

TEACHER EMPLOYMENT

- A. Credit will be recognized for a maximum of four (4) years military experience or a maximum of four (4) years alternative civilian service required by the Selective Service System. Credit, not to exceed two (2) years will be recognized for Peace Corps, VISTA or National Teacher Training Corps work. No credit will be given for less than a full year of service.

- B. Teachers with previous teaching experience in the Ewing Township School District may upon returning to the system receive up to full credit for such experience in the district plus full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System. Peace Corps, VISTA or National Teacher Training Corps work up to the maximum set forth in Section A above.

- C. Teachers shall be notified of their contract and salary status for the ensuing year in accordance with State Law.

- D. Whenever possible, the Board agrees to employ only those teachers who meet the qualifications set by the State.

- E. 1. Full-time employees teaching in Ewing Township who live outside the district may have the children in their legal custody attend Ewing Schools at district expense. In the case of overcrowding the Board reserves the right to limit the number of pupils who attend. This provision shall not be subject to arbitration. (Note: Any child of a less than full-time employee who was enrolled and attended Ewing Schools prior to July 1, 1994, may continue to attend through his/her graduation provided (1) the student completed the 1993-1994 year in Ewing Schools and (2) overcrowding is not a factor.)

- 2. NOTE:
 - a. This provision was designed to afford full-time unit employees who are not district residents of Ewing the opportunity to allow their children to attend Ewing Schools provided that such placement(s) would not cause the Board to incur any additional costs.

- b. Historically, the application of this provision has been consistently applied to all grades/placements since implemented on July 1, 1994 and the Board has neither hired extra teachers nor provided additional services as a result of the application of this provision.
- c. It is also understood that because of numerous factors – e.g., school, class, grade, and/or subject - each request is reviewed on a case-by-case basis, with the determining factor being the financial impact (either direct or projected) on the district.

As a result, if for example the majority of the district's kindergarten classes are at maximum capacity but one or two classes are slightly below maximum, the district reserves the right to reject a request for placement of a kindergarten student on the concern that the enrollment of a few more resident kindergarten students would require the Board to expend additional monies by hiring an additional staff member. This concept would further apply to additional educational services required by the student such as speech therapy, occupational therapy, remedial programs, other child study team support services, out-of-district placements, etc.

- d. Although the decision of the Board in this matter is not subject to arbitration, an employee whose request to enroll his/her child in Ewing Schools, if denied for a specific school year, may resubmit his/her request for child enrollment in a subsequent school year. Under such circumstances, the Board will review the new request based on the facts and conditions that exist for that subsequent school year.
- F. In accordance with Article I.B.2 herein, all benefits set forth in this Agreement shall be prorated proportionately unless specifically stated otherwise.
- G. Unless otherwise altered by legislation, the fee paid to a teacher for mentoring a provisionally certified teacher shall be \$550 per school year. Mentors shall be required to meet with their assigned mentees a minimum of 20 times per school year during which time they will observe lessons, offer assistance through recommendations and other strategies, provide demonstrations, keep a mentoring log of mentor/mentee interactions, and attend any training meetings provided for the purpose of improving the mentoring process.

In the event the state does not fully fund the state mandated mentoring fee, any newly hired teacher who does not possess a standard New Jersey Certificate shall be required to pay said mentoring fee. Under such circumstances, the requisite fee shall be deducted in equal payments from the teacher's biweekly paychecks.

ARTICLE VII
TEACHER HOURS

- A. As professionals, teachers shall devote to their assignments the time necessary to meet their responsibilities.

- B. All secondary school teachers shall have a duty-free lunch period as prescribed by State mandate. All full-time elementary school teachers shall receive a forty (40) minute duty free lunch on days when lunch is served for students.

- C. Teachers may leave the building during their lunch period and at other times during the regular inschool workday if permission is granted by the principal or his/her designated representative, which permission shall not be unreasonably withheld, and the teacher signs out and signs in again.

- D. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty list on or before the time indicated for arrival, and again on or after the time indicated for sign-out at the end of the indicated school day.

- E. It is recognized by both parties that emergencies or unusual circumstances may arise which will necessitate a change in the regular inschool workday.

- F. Teachers may be required to remain after the end of the regular inschool workday, without additional compensation, for the purpose of attending not more than four (4) general faculty, departmental, or grade level meetings per month.
 - 1. Such meetings shall begin promptly following student dismissal and shall run for no more than one (1) hour.
 - 2. So far as practicable, such meetings shall not be called on Fridays, on a day preceding a school holiday, or on any day upon which teacher attendance is not required.
 - 3. The notice and tentative agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, whenever practicable.
 - 4. Teachers shall have the opportunity to suggest items for the agenda.

G. The teacher's day shall be as follows:

1. Elementary Schools shall be seven (7) hours and fifteen (15) minutes;
2. Middle School shall be seven (7) hours and fifteen (15) minutes;
3. a. High School shall be seven (7) hours and fifteen (15) minutes.
b. The full-time schedule for Ewing High School including teachers of science and English, shall be six (6) instructional periods or three (3) intensive blocks per day; provided however, that:
 - (1) no teacher shall be assigned six periods (three intensive blocks) if those instructional periods/blocks include more than three different courses per day and
 - (2) the 6th teaching assignment (third intensive block) is in lieu of a duty period.

For purposes of this paragraph, different levels of the same course shall be counted as one course.

4. If implemented, the Association accepts the plan to eliminate the current 26 minute Homeroom Enrichment Period under intensive Block Scheduling and replace it with an 8-10 minute morning HR and increase all Blocks by 4 minutes.

H. Teachers shall, in addition to their lunch period, have conference time during which they shall not be assigned any other duties as follows:

1. Conference time for full-time kindergarten teachers teaching two (2) half day sessions shall be 330 minutes per week;
2. Conference time for full-time kindergarten teachers and grades 1 through 5 shall be 225 minutes per week, excluding time when students are not in attendance;
3. Conference time for full-time teachers at Ewing High School shall be a minimum of five (5) periods per week. At Ewing High School, conference periods shall not apply to Social Workers, LDTCs, School Nurses, Student Success Advocates, Facilitating Teachers, Deans of Students, Guidance Counselors, Student Assistant Counselors, Substance Awareness Coordinators, and Media Specialists.

Note: Media Specialists at EHS shall not receive a conference period provided two full-time media specialists are assigned daily to the media center. If a second full-time media specialist is not appointed, the media specialist shall be granted a conference period for one block.

- 4. Conference and 'teaming' time for full-time teachers at Fisher Middle School shall be 300 minutes per week.
- I. The time before the student day and after student dismissal shall be subject to rotation of duties i.e. bus duty etc.
- J. Assignments Beyond Normal School Day:
 - 1. The Board of Education will award compensation for specified assignments to the following accumulated maximum amount:

| | <u>Maximum</u> |
|-----------|----------------|
| 2003-2004 | \$14,035 |
| 2004-2005 | \$14,596 |
| 2005-2006 | \$15,180 |

The district shall pay all individuals who are assigned by the administration not withstanding the total district cap. However, teachers may volunteer to chaperone.

- a. There may be no dual assignments during concurrent hours.

Specific assignments for compensation are:

| | |
|-----------------|-----------------------------|
| Dances | Music and Art Festival |
| Athletic Events | Talent Shows |
| Music Programs | Proms (off school premises) |

- b. Compensation for assignments shall be in accordance with the following schedule:

| | <u>Hourly Rate</u> | <u>Maximum</u> (per assignment) |
|-----------|--------------------|---------------------------------|
| 2003-2004 | \$28.38 | \$113.57 |
| 2004-2005 | \$29.52 | \$118.11 |
| 2005-2006 | \$30.70 | \$122.84 |

- c. The Board of Education shall keep a record of funds expended from this account and report to the Association when the account is exhausted or of any balances remaining at the end of each year.

2. Class coverage payment shall be paid at the rates set forth below for each lost conference period at the secondary level or per hour for all additional pupil contact hours at the elementary level. At the secondary level, if two (2) or more teachers lose part of a conference period as a result of covering a single class period, they shall split the specified payment accordingly. At the elementary level, if two (2) or more teachers share the students of another teacher's class, they shall split the specified per pupil contact hour payment accordingly.

| | <u>Secondary Rate Per Period</u> | <u>Elementary Rate Per Hour</u> |
|-----------|--------------------------------------|-------------------------------------|
| 2003-2004 | \$34.95 | \$34.95 |
| 2004-2005 | \$36.35 | \$36.35 |
| 2005-2006 | \$37.81 | \$37.81 |

The above listed coverage amounts shall be doubled for secondary level teachers who lose an entire "block" of conference time upon the adoption of "block" or "intensive" scheduling.

- K. No Ewing High School teacher shall be required to change teaching stations more than three times in a given regular school workday.
- L. The Association shall provide coverage for 10 positions per block, per semester on a rotational basis for corridor security. Said assignment may be inside and/or outside and limited to a duration of one-half (½) of an intensive block for one semester per year per teacher. Except in an emergency, teachers assigned to corridor security shall not be given any class coverage assignment during the balance of their conference period. This provision becomes null and void if block scheduling is terminated at the high school.

NOTE: The yielding of one-half of a conference period to provide "corridor security" applies annually to each individual for one semester only. Moreover, the statement "10 positions per block, per semester on a rotational basis" shall be interpreted to mean a total of forty (40) positions/assignments per school year.

- M. The Association agrees that the previous practice of receiving one half-day release time in return for required attendance at back-to-school night during the second semester at Ewing High School is hereby terminated. Henceforth, back-to-school nights are part of EHS certified staff members' professional responsibilities.

ARTICLE VIII

TEACHER WORK YEAR

- A. Teachers as defined in this Agreement are employed for the school year commencing September 1 and ending June 30 subject to such reduction in time as may result from prior completion of all teacher normal assignments and responsibilities. It is understood, however, that teachers new to the district or promoted from part-time status may be required to attend staff development and orientation programs during the summer immediately preceding the commencement of their first teaching assignment. A part-time teacher shall attend a prorated number of sessions based upon the teacher's prior FTE status – e.g., a half time person going to full time would be required to attend 50% of the total number of sessions required of new full-time teachers.
- B. Definition of Teacher Work Year - The teacher work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required because of emergencies or unusual circumstances. Except as described above in Section A, the teacher work year shall be 186 days which includes four (4) inservice days per year to count toward the one hundred (100) hours training mandate; however, the board reserves the right, under unusual circumstances, to reduce unilaterally the work year.
- C. CALENDAR
1. The Board agrees to publish the school calendar with the contract.
 2. No change in the calendar, once determined, shall be arranged without prior mutual consultation between the Board and the Association. The Board reserves the right to unilateral determination of the calendar if agreement thereon cannot be reached with the Association.

ARTICLE IX

PROFESSIONAL GROWTH AND DEVELOPMENT

- A. The Superintendent shall process the Professional Growth and Development applications submitted for approval.

- B. Certain activities of teachers may be considered as equivalents for academic credits in accordance with the following policies:
 - 1. Activities offered by a teacher as equivalents for graduate study must have a demonstrated value in the professional improvement of the teacher. The test of the worth of such activities will be whether or not, through enrichment of the background, knowledge and skills of the teacher, there can be expected significant improved services from him/or her in his/her responsibilities to this school system.
 - 2. Equivalents may be substituted as professional development credits for placement on the salary guide at the B.A. plus 30 and M.A. plus 30 scales.
 - 3. A maximum of 15 professional development credits may be used toward achieving the B.A. plus 30 and a maximum of 15 professional development credits may be used in achieving the M.A. plus 30 level. Credits used towards B.A. plus 30 may not be used again toward M.A. plus 30.
 - 4. A maximum of 10 professional development credits may be allowed as equivalents in any one activity as described below in Section C.
 - 5. A teacher must apply in writing in advance for approval of the activity for professional development credit. The teacher must submit appropriate evidence of the completion of an activity to the Superintendent or his/her designee for certification of credits.
 - 6. No duplication of activities may be allowed. One endeavor may be used in only one area of professional growth as outlined in section C.
 - 7. Credit will be given for all activities that meet with the approval of the Superintendent within the guidelines set forth in Section C.

C. Professional Growth Activities which may be approved for equivalency credit:

1. Travel - Educational overseas travel will be evaluated at the rate of one credit per 10 days. Educational travel in Continental North America will be evaluated at the rate of one credit per 20 days of travel.
2. INSERVICE TRAINING conducted by the Ewing Township School System or by prior approval of the Superintendent where academic credit is not given. Credits granted shall not exceed 3 credits for any one program.
3. Creative Endeavors - Writing, painting, musical composition, patents, and other endeavors that are acceptable by the Superintendent. Credits granted shall not exceed three (3) credits for any one program and shall not be less than one-half (1/2) credit for any one program.

D. The Board agrees to reimburse teachers for one hundred per cent (100%) of the reasonable cost of conferences, workshops, seminars, and courses outside the system which are required by the administration or the Board; however, the provisions of this paragraph shall not apply to costs incurred for required certification credits.

E. Tuition Reimbursement - teachers electing to take courses in State approved institutions or Board approved organizations may receive financial assistance from the Board of Education. Assistance is limited to the below schedule of rates per teacher per fiscal school year.

| | <u>Individual Maximum</u> | <u>Total Funding</u> |
|-----------|---------------------------|----------------------|
| 2003-2004 | \$1,500 | \$55,000 |
| 2004-2005 | \$1,750 | \$65,000 |
| 2005-2006 | \$2,000 | \$75,000 |

Prior approval is required by the Board of Education and its decision is not subject to the grievance procedure.

All courses must be on the graduate level and directly related to his/her assignment. No reimbursement for courses beyond the MA+30 Level.

The total funding set forth above shall be per contract year (July 1 - June 30), but unused funds shall not accumulate from one contract year to the next contract year.

ARTICLE X

TEACHER-ADMINISTRATION LIAISON

- A. The teachers from each school shall select a liaison committee from each school building which shall meet with the principal and other members of the staff at least once every two months, except when postponed or canceled by mutual agreement, for the duration of the school year to review and discuss building problems and practices, and to play an active advisory role in the revision and development of building policies. Areas for consideration shall include, but not be limited to, such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parental visitation. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event be less than three (3) members.

- B. It is the intent of both parties that these meetings shall take place outside of the regular school hours.

ARTICLE XI
LEAVES OF ABSENCE

A. SICK LEAVE

1. All teachers shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Any teacher who exhausts his/her cumulative sick leave and because of his/her particular circumstances, may make request to the Board of Education for consideration of additional sick days and/or differential remuneration between his/her normal salary and that of a substitute teacher. Such judgment by the Board of Education shall be based on the circumstances of each individual case.
3. Up to twenty-five (25) sick leave days which a teacher has in his/her accumulated sick leave account in other school districts shall be credited to his/her accumulated sick leave account in the Ewing School System after certification from the prior employing school districts. Former Ewing teachers returning with unused sick leave in the Ewing School System or from other school districts in which they were employed after leaving the Ewing System, shall be credited with up to twenty-five (25) sick leave days for their accumulated sick leave account in the Ewing System.
4. Teachers may willingly and voluntarily authorize the transfer of one (1) personal leave day per school year from his/her annual entitlement to be credited to an ETEA Emergency Sick Leave Account. The donated personal day is irrevocable, notwithstanding the future employment status of either the recipient of the day and/or the individual teacher who makes the donation. Such donated days may only be transferred to other members of the ETEA Bargaining Unit.

The Board has the sole discretion to approve the transfer of a personal day and no transfer shall occur without recommendation by the Superintendent and approval by the Board. Moreover, any dispute that may arise as a result of this provision shall be neither grievable nor arbitrable.

B. PERSONAL LEAVE

1. Personal leave shall cover brief absences (including absence from teacher meetings, preschool and otherwise) not chargeable to sick leave, or professional or semiprofessional assignments directly beneficial to the school system. It provides for up to three (3) days' leave at full pay during any one year. No unused days shall be accumulated for use in another year) Personal days may be utilized for any of the following reasons:
 - a. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.
 - b. Death of a relative or close friend.
 - c. Recognition of religious holidays. If personal leave days are exhausted because of observance of religious holidays, the teacher may apply for additional personal leave due to an emergency.
 - d. Marriage of the teacher or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - e. Court Subpoena.
 - f. Personal, legal business, or family matters which cannot be handled outside of school hours.
 - g. Any other emergency or urgent reason not included in (a) to (f) above, if approved by the Superintendent of Schools.
2. All requests for personal leave shall be submitted in writing, on the proper form, (in advance, when possible) recommended by the principal and approved by the Superintendent or his/her designee. Requests for such leave on the day preceding or immediately following a vacation period or on inservice days will be honored only in unusual cases.
3. Five (5) additional days' leave shall be granted for Death in the Immediate Family (immediate family is considered the same as sub-section a hereinabove), plus mother-in-law and father-in-law. Said bereavement days are separate and distinct and shall not be charged as either sick leave (Section A) or personal leave (Section B.1) set forth herein.

4. Each teacher with unused personal leave days under Section B.1 as of June 30th of each school year shall have all such unused days added to his/her accumulated sick leave, as permitted by law. Indication will be given annually of any conversion made to the sick leave account.

Effective September 1, 2000, said unused personal days shall be added to a retiring teacher's accumulated sick leave at the conclusion of the academic year in which the personal days were granted; in all other cases, unused personal days shall be credited upon the teachers' return to work in September.

C. TEMPORARY LEAVES OF ABSENCE WITH PAY

1. Teachers desiring to attend a summer institute or course which starts before the closing of school, or continues beyond the time school opens, may apply for not more than five (5) days leave (with pay). Such request is subject to the approval of the Superintendent. This policy does not apply to intersession courses.
2. Applications in the form of a letter of request will be considered in the order that they are received, but no one teacher's request will be honored for more than two (2) consecutive years. The administration reserves the right to limit the number of leaves granted in any one school.
3. Time necessary for teachers entering temporary active duty of any unit of the U. S. Reserves or the State National Guard not to exceed the legal maximum of ninety (90) days shall be compensated at the regular rate of pay. When the choice is the individual's, the teacher shall arrange to serve his/her assigned duty at a time other than during the regular teacher work year.
4. Other leaves of absence may be granted to teachers by the Board for good reasons.

D. SABBATICAL LEAVE

The Board of Education will approve a maximum of three (3) Sabbatical Leaves for a full academic year at one half salary for the qualifying teachers. Leaves may be granted for study and other reasons of value for the educational system.

1. Eligibility: To be eligible for consideration the teacher must:
 - a. Have completed at least seven (7) consecutive years of employment in the district as a full time teacher.

- b. Have seven (7) consecutive years additional service since his/her last sabbatical leave.
- c. Submit an application in narrative form explaining mutual benefits to applicant and district, if granted.
- d. Submit application no later than January 15 of the year preceding requested leave.
- e. Place in writing, as part of the application, a commitment to remain in employ of the district for a minimum of two years following the leave, if approved.
- f. Give a signed promissory note made payable to the Ewing Township Board of Education for the amount of salary paid during the leave. Should the recipient fail or withdraw from the approved activity or fail to keep the commitment of returning for two years, said note will be payable to the Board of Education within sixty (60) days of termination of activity or enrollment. Exceptions may be made at the discretion of the Board of Education.

2. Selection of Applicant by Board of Education:

- a. Evaluate all applications for those it thinks in its judgment, to be most beneficial to the educational system.
- b. Notify all applicants of the selection no later than May 15.
- c. Return the promissory note after the two year obligation has been met.

3. Salary determination for Sabbatical Leaves: Salaries to be as follows:

- a. Persons receiving Sabbatical Leave are not eligible to receive tuition assistance under Article IX.
- b. Salary paid will be 1/2 of the annual salary that teacher would receive under normal advance on the range - e.g.:

| | | |
|-----------|-----------|--------------------------|
| 2003-2004 | BA Step 5 | \$40,990 |
| 2004-2005 | BA Step 6 | \$21,500 (½ of \$43,000) |
| 2005-2006 | BA Step 7 | \$46,850 |

- c. The recipient will advance to the next level upon return from Sabbatical Leave.

E. EXTENDED LEAVES WITHOUT PAY

1. Maternity related disability shall be granted as per statutory requirements.
2. Child care leave will be granted without pay to all teachers upon request, to begin and end at the discretion of the Superintendent of Schools up to the end of the current school year.

Tenure teachers may request a one year extension of unpaid child care leave for the school year immediately following the original unpaid child care leave. Said leave shall be effective September 1 through June 30. However, in order to qualify for such leave, the teacher must have worked a minimum of one full school year after returning from a prior unpaid leave.

3. Other leaves of absence without pay may be granted by the Board for good reasons.

- F. All absences not covered by A, B, C, D, and E, above, shall be considered unauthorized and a per diem deduction of one two-hundredth of the teacher's annual salary shall be made.

G. REIMBURSEMENT FOR UNUSED SICK LEAVE:

Teachers who retire under T.P.A.F. after completing fifteen (15) years in Ewing Township shall receive compensation per day for all unused accumulated sick leave to in accordance with the following rates and maximums:

| | <u>Per Diem Rate</u> | <u>Individual Maximum</u> |
|-----------|----------------------|---------------------------|
| 2003-2004 | \$75.70 | \$12,302 |
| 2004-2005 | \$78.73 | \$12,794 |
| 2005-2006 | \$81.88 | \$13,306 |

NOTE: Please refer to "Supplemental Agreement" for details concerning rates and conditions for those teacher who provide written notice of their intent to retire by December 15th of the calendar year prior to retirement effective July 1, 2003 through and including July 1, 2006.

ARTICLE XII

INSURANCE PROTECTION

- A. All contracted teachers regularly employed a minimum of thirty (30) hours per week by the Ewing Township Board of Education shall be entitled to Health Insurance, Prescription and Dental. Under such circumstances, any ETEA member presently receiving insurance benefits shall continue to do so provided he/she remains employed in his/her current capacity.
1. The Board shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program to those teachers whose employment is the required thirty (30) hours or more per week. For eligible teachers enrolled in the various available insurance plans, the Board shall pay the full premium.
 2. In addition the Board shall offer teachers a \$5.00 brand name and \$3.00 generic co-pay Prescription Drug Plan with a company selected by the Board. Prescription dispensing dosage not to exceed 34 days per occurrence with mail order option for up to one hundred (100) dose per prescription.
 3. All insurance benefits shall be provided by the Board at the prevailing rate.
 4. In no case will a person receive double coverage under any available insurance plan.
 5. For each teacher who terminates employment with the Board of Education, the Board of Education shall make payments of the insurance premiums for the State Health Plan for two (2) full months beyond the termination date. Teachers retiring in 1988-1989 school year and thereafter may buy into the Prescription and Dental Plans at the group rate with the teacher paying the premium costs in advance on the same payment schedule as the Board. The above is subject to the approval of the insurance carriers.

Exception to two months coverage after termination: Eligible teachers who terminate employment during July or August will receive coverage until August 31st only. New eligible teachers will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program, the prescription drug program and the dental service program.

6. The Board shall provide the Delta Dental Plan of N.J., Inc. or its equivalent covering the teacher and his/her family dependents.

Ortho II Family Plan orthodontic benefits for both adults and children (children covered to age 19, student-child covered to age 23) shall be included in the present Delta Dental, Inc.

The Board will provide full payment for this plan for the life of this Agreement.

ARTICLE XIII

SALARIES

- A. The Salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof. Teachers employed on a ten (10) month basis shall be paid in twenty-two (22) installments with pay checks issued on alternate Fridays according to a schedule agreed upon by the Board and the Association.
- B. Teachers may individually elect to have a percentage of their biweekly gross salary deducted from their pay. Monies deducted will be deposited in the teacher's name with the Mercer County Teachers Federal Credit Union according to acceptable rules and procedures. This procedure is intended solely as a convenience for the teacher and implies no liability for the Board or the Association beyond the proper performance of the deduction.
- C. 1. In determining a new teacher's position on the salary schedule, no credit will be allowed for less than a full year's experience, but any teacher starting work in the Ewing Township Schools prior to February 15, and completing that year, will receive a full year's credit on the salary schedule when reemployed.
2. A teacher who has been awarded an advanced degree, or who has completed the 30 credits required for a higher classification, shall be moved to his/or her new position on the salary schedule as soon as s/he has provided official certification attesting this. If the diploma or the official transcript is presented to the Superintendent of Schools within one month after the date of the awarding of the degree or the completion of the course work in question, the salary increase prescribed will be made retroactive to that date.
3. Teachers who have attained their Master's degree will receive credit for undergraduate courses while working towards the M.A. + 30 column with prior approval of the Superintendent of Schools.
4. Increments in accordance with the amounts specified in the schedule shall not be granted without a record of satisfactory service certified by the Superintendent of Schools.

5. On rare occasions a teacher whose prior training and experience do not follow traditional academic lines and whose duties may be of a special nature may be given credit for one or more years of experience applicable to the position at the time of employment or after s/he has proven his value to the school system. Arrangements of this kind will be made upon the recommendation of the Superintendent and the approval of the Board of Education.
 6. The amount of longevity pay shall be based upon full years of credited service by the Ewing Township Board of Education in accordance with Schedule A. A teacher qualified to receive longevity pay shall receive the new maximum salary and, in addition, the appropriate longevity pay increase based upon the teacher's credited full-time years of service.
 7. The Ewing Township Board of Education shall have the unilateral prerogative for the initial placement of new professional employees within the salary range.
 8. The Board of Education and the Association agree that no increment shall be paid until a successor agreement is signed, even if that date is beyond the expiration date of the collective bargaining agreement.
- D. Compensation and work schedules for Designated Extracurricular assignments and certain specified positions are listed in Schedules B and C which are attached hereto and made a part hereof.
- E. When a teacher does not complete his/or her contract, the contract pay will be reduced by 1/200 for each teaching day remaining in the contract year. A Contract year is 10 months - September 1st to June 30th, 20 teaching days per month.
- F. On days when mandatory, after school meetings are called by the administration, teachers who are assigned to teach "Early Bird Classes" shall be compensated at the rates for the period of "quid pro quo release time" which is lost as a result of said meetings.

Per Diem Rate

| | |
|-----------|---------|
| 2003-2004 | \$35.39 |
| 2004-2005 | \$36.81 |
| 2005-2006 | \$38.28 |

ARTICLE XIV

VACANCIES, PROMOTIONS, AND TRANSFERS

A. POSTING OF VACANCIES

1. Bargaining Unit Vacancies -- Notice of a vacancy in the system in positions included in paragraph A of Schedule C will be given by the Superintendent to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Superintendent, and will indicate the closing date for receiving applications from teachers within the school system.
2. Nonbargaining Unit Vacancies -- teachers who have the required certification for an administrative position within the school system may file a written application with the Superintendent.
3. The Superintendent shall consider all applications.
4. The Board reserves the right to appoint or retain whom it will to any position.

B. TRANSFERS AND REASSIGNMENTS

1. Voluntary
 - a. Teachers who desire transfer or reassignment for the next school year may file a written statement of such desire with the Superintendent. Such statement shall specify the position in which the teacher is interested and shall constitute a commitment that he/she will accept the position if it is offered to him/her.
 - b. No later than April 30th of each school year, the Superintendent shall cause to be posted in each school building a list of the known vacancies for the following school year. Any teacher who wishes to apply for a specific position on this list may do so.
 - c. The Superintendent shall consider all requests for transfer or reassignment from members of the staff as well as applications from others outside the school system.
 - d. The Board reserves the right to appoint or retain whom it will to any position.

2. Involuntary

Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

ARTICLE XV

TEACHER EVALUATION

1. It is understood by both parties to this Agreement that this evaluation is the judgment by the Board and/or its authorized agents of the total professional performance of a teacher.
2. Both parties to this Agreement understand that the purpose of formal observations is to assist and constructively develop teacher ability and/or performance.
3. Both parties to this Agreement understand that formal observations are but one portion of the overall evaluation of a teacher's work performance.
4. Formal observations shall only be conducted by those administrators employed by the district who are appropriately certified for such purpose.
5. There will be at least three (3) formal evaluations for all nontenure teachers as required by law. All tenure teachers will receive at least one (1) formal evaluation before June 1.
6. There will be a conference between the teacher and the observer as prescribed by law.
7. Each teacher shall be provided a copy of each formal observation report and be provided the opportunity to sign and make comments thereon; affixed signatures shall attest that both parties have read the report.
8. Any teacher not satisfied with an observation report after discussion with the observer may appeal and be granted a hearing or an additional observation by the Superintendent or his/her designee, who will be someone other than the original observer.
9. The instrument to be used for the purpose of reporting formal observations shall become an addendum to this Agreement.
10. A copy of any document(s) of evaluation or discipline shall be provided a teacher at the time such document(s) is/are incorporated in his/her personnel file. Material not placed in a teacher's file may not be used against him/her in any disciplinary action.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. The Board and the Association hereby agree that in the application and administration of the Agreement they will observe the State law regarding nondiscrimination on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

- D. The Board hereby agrees to support its teachers in the performance of their duties subject to accepted standards of professional, ethical and statutory educational responsibility. This support includes protection from unjustifiable personal attacks.

E. TEACHER-STUDENT DISCIPLINE

When in the teacher's judgment a student is disruptive or in need of assistance, the student may be referred to the principal, vice principal, or designated representative. Further action shall be determined by the principal or vice principal.

- F. The Board of Association shall take no reprisals against any member of the Association by reason of said member's participation or lack thereof, in any lawful activity of the Association.

G. Reporting Assaults

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

Addendum: As cited in Title 18A.R.S. 18A:16-6 and R.S. 18A:16-6.1.

- H. Both parties agree that the assignment of a regular teacher as a substitute is not a desirable practice. Substitutes assigned to a building should be used when free.

The administration should be prudent and fair as scheduling permits in seeking volunteers and make these assignments. Teachers are entitled to advance notice when circumstances permit.

ARTICLE XVII

DURATION OF AGREEMENT

July 1, 2003 to June 30, 2006

EWING TOWNSHIP EDUCATION ASSOCIATION

By: _____
Michael Kwiatkowski, President

Attest: _____
Tracy Dakin, Secretary

THE BOARD OF EDUCATION OF THE TOWNSHIP
OF EWING IN THE COUNTY OF MERCER

By: _____
Candace Mueller, President

Attest: _____
Dennis Nettleton, School Business
Administrator/Board Secretary

SCHEDULE A

**2003-2004
SALARY GUIDE**

| STEP | BA | BA+30 | MA | MA+30 |
|-------------|-----------|--------------|-----------|--------------|
| 1 | 37600 | 38800 | 40300 | 41500 |
| 2 | 37900 | 39100 | 40600 | 41800 |
| 3 | 38900 | 40100 | 41600 | 42800 |
| 4 | 40000 | 41200 | 42700 | 43900 |
| 5 | 40990 | 42190 | 43690 | 44890 |
| 6 | 42000 | 43200 | 44700 | 45900 |
| 7 | 43300 | 44500 | 46000 | 47200 |
| 8 | 45300 | 46500 | 48000 | 49200 |
| 9 | 47400 | 48600 | 50100 | 51300 |
| 10 | 49500 | 50700 | 52200 | 53400 |
| 11 | 51800 | 53000 | 54500 | 55700 |
| 12 | 54100 | 55300 | 56800 | 58000 |
| 13 | 56800 | 58000 | 59500 | 60700 |
| 14 | 59600 | 60800 | 62300 | 63500 |
| 15 | 62700 | 63900 | 65400 | 66600 |
| 16 | 66300 | 67500 | 69000 | 70200 |

For the 2003-2004 school year, teachers who have completed one full year of service at Level 16 by September 1, 2003 shall receive longevity pay for credited full-time years in education as follows:

- Completion of 15 years: \$2,000 above Step 16 on this salary guide.
- Completion of 20 years: \$4,000 above Step 16 on this salary guide.
- Completion of 25 years: \$6,000 above Step 16 on this salary guide.

Doctoral stipend - A teacher who possesses an earned doctorate shall receive \$3,000 in addition to the amount shown for his/her appropriate placement on the salary guide at the MA+30 Column

SCHEDULE A

**2004-2005
SALARY GUIDE**

| STEP | BA | BA+30 | MA | MA+30 |
|-------------|-----------|--------------|-----------|--------------|
| 1 | 39000 | 40500 | 42400 | 43600 |
| 2 | 39500 | 41000 | 42900 | 44100 |
| 3 | 40000 | 41500 | 43400 | 44600 |
| 4 | 41000 | 42500 | 44400 | 45600 |
| 5 | 42050 | 43550 | 45450 | 46650 |
| 6 | 43000 | 44500 | 46400 | 47600 |
| 7 | 44000 | 45500 | 47400 | 48600 |
| 8 | 46000 | 47500 | 49400 | 50600 |
| 9 | 47500 | 49000 | 50900 | 52100 |
| 10 | 50000 | 51500 | 53400 | 54600 |
| 11 | 52000 | 53500 | 55400 | 56600 |
| 12 | 55005 | 56505 | 58405 | 59605 |
| 13 | 57010 | 58510 | 60410 | 61610 |
| 14 | 60009 | 61509 | 63409 | 64609 |
| 15 | 63050 | 64550 | 66450 | 67650 |
| 16 | 67050 | 68550 | 70450 | 71650 |

For the 2004-2005 school year, teachers who have completed one full year of service at Level 16 by September 1, 2004 shall receive longevity pay for credited full-time years in education as follows:

Completion of 15 years: \$2,000 above Step 16 on this salary guide.

Completion of 20 years: \$4,000 above Step 16 on this salary guide.

Completion of 25 years: \$6,000 above Step 16 on this salary guide.

Doctoral stipend - A teacher who possesses an earned doctorate shall receive \$3,000 in addition to the amount shown for his/her appropriate placement on the salary guide at the MA+30 Column

SCHEDULE A

**2005-2006
SALARY GUIDE**

| STEP | BA | BA+30 | MA | MA+30 |
|-------------|-----------|--------------|-----------|--------------|
| 1 | 40250 | 42050 | 44150 | 45650 |
| 2 | 41150 | 42950 | 45050 | 46550 |
| 3 | 42150 | 43950 | 46050 | 47550 |
| 4 | 43150 | 44950 | 47050 | 48550 |
| 5 | 44150 | 45950 | 48050 | 49550 |
| 6 | 45150 | 46950 | 49050 | 50550 |
| 7 | 46850 | 48650 | 50750 | 52250 |
| 8 | 48300 | 50100 | 52200 | 53700 |
| 9 | 50750 | 52550 | 54650 | 56150 |
| 10 | 52750 | 54550 | 56650 | 58150 |
| 11 | 55800 | 57600 | 59700 | 61200 |
| 12 | 57800 | 59600 | 61700 | 63200 |
| 13 | 60850 | 62650 | 64750 | 66250 |
| 14 | 64850 | 66650 | 68750 | 70250 |
| 15 | 68910 | 70710 | 72810 | 74310 |

For the 2005-2006 school year, teachers who have completed one full year of service at Level 16 by September 1, 2005 shall receive longevity pay for credited full-time years in education as follows:

Completion of 15 years: \$2,000 above Step 15 on this salary guide.

Completion of 20 years: \$4,000 above Step 15 on this salary guide.

Completion of 25 years: \$6,000 above Step 15 on this salary guide.

Doctoral stipend - A teacher who possesses an earned doctorate shall receive \$3,000 in addition to the amount shown for his/her appropriate placement on the salary guide at the MA+30 Column

SCHEDULE B
DESIGNATED
EXTRACURRICULAR ASSIGNMENTS

A. Criteria for Selection of Assignments:

1. Significant service involving both added responsibility and time which goes beyond that which is required of all [teachers] (hours after the normal school day on Saturdays, and during vacation periods).
2. The kind of activities considered desirable for elementary, middle and senior high school students -- the purpose of the activity and emphasis to be given when scheduled.
3. Administrative assignment to the activity.

B. Specific Agreements and Understandings:

1. Whenever additional remuneration is provided for designated extracurricular assignments, released time will not be provided for the sponsor.
2. Designated extracurricular assignments will be reviewed annually. Although the plan makes provision for specific assignments, all of the assignments will not necessarily be made. Additions or deletions may be made to the list, and the stipulated remuneration provided may be increased or decreased by mutual agreement of the Association and the Board.
3. Contracts for the succeeding year will be issued for specific assignments, prior to the close of the school year except in cases where a suitable placement has not been determined.
4. Tenure will not be granted for any of the assignments, and the added payment will not be part of the basic contractual salary.
5. There will be no restrictions as to the number of assignments one individual may sponsor.

When there are obvious conflicts, the assignment will not be made.

6. If a teacher is assigned to sponsor an activity, he/she will be paid at the approved rate regardless of other extra assignments within the district.

7. Unsatisfactory performance in a given assignment will be noted by the administration, and the teacher involved will be so informed.
8. Additional activities will be added to this list of paid extracurricular activities by mutual agreement between the Association and the Board. No additional activities will be added to this list without advanced written approval from the Board.
9. The figures in the factor column are % figures having as their base the following amounts:

| | <u>Base Amount</u> |
|-----------|--------------------|
| 2003-2004 | \$43,428 |
| 2004-2005 | \$45,165 |
| 2005-2006 | \$46,972 |

Dollar figures resulting from the application of the formula will be rounded out to the nearest whole \$10.00 figure.

10. The factors appearing in the extra pay scale are based on the document for evaluating extracurricular activities, dated May, 1967, as revised February 28, 1994.
11. Anyone under Schedule B involved in post-season competition will receive an additional 10% increase on their factor.

C. Appointments

1. The Board of Education and the Ewing Township Education Association recognize that activities listed under Schedule B, Designated Extracurricular Assignments are positions that exist for the benefit of students.
2. The Board of Education determines that it retains the right to appoint members of the Ewing Township Education Association to these positions whether the appointee has volunteered or has been selected by the Administration to perform the activity.
3. However, the Board of Education and the Association have become aware that the number of activities requiring supervision has increased significantly during recent years. This, coupled with declining enrollments, has lessened the pool of Association members that would normally volunteer to supervise these activities.

4. In an attempt to prevent an inconvenience to Ewing Township Education Association Members, the Board of Education is willing to extend eligibility to supervise Schedule B activities to non-unit members under the following conditions:
 - a. The period of search to secure a qualified appointee shall be limited to ten (10) school days. Association members may assist in the search.
 - b. The appointee must meet the State requirements for appropriate certification and the approval of the County Superintendent of Schools.
 - c. The Board of Education reserves the exclusive right of selection and appointment.
 - d. If a qualified non-unit person cannot be found in the time frame specified, the assignment will be given to a unit member chosen by the Administration.

**EWING HIGH SCHOOL
Sport/Activity**

| Position | Factor | 2003-04 Stipend | 2004-05 Stipend | 2005-06 Stipend | |
|--------------------|------------------|----------------------------|----------------------------|----------------------------|-------|
| Athletics : | | | | | |
| Baseball | Coach | 15.0 | 6,510 | 6,770 | 7,050 |
| Baseball | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Baseball | Coach (Freshman) | 9.0 | 3,910 | 4,060 | 4,230 |
| Basketball (B) | Coach | 20.0 | 8,690 | 9,030 | 9,390 |
| Basketball (B) | Asst Coach | 13.0 | 5,650 | 5,870 | 6,110 |
| Basketball (G) | Coach | 20.0 | 8,690 | 9,030 | 9,390 |
| Basketball (G) | Asst Coach | 13.0 | 5,650 | 5,870 | 6,110 |
| Basketball (B) | Freshman | 10.0 | 4,340 | 4,520 | 4,700 |
| Basketball (G) | Freshman | 10.0 | 4,340 | 4,520 | 4,700 |
| Bowling | Coach | 9.0 | 3,910 | 4,060 | 4,230 |
| Cross Country | Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Field Hockey (G) | Coach | 13.0 | 5,650 | 5,870 | 6,110 |
| Field Hockey (G) | Asst Coach | 9.0 | 3,910 | 4,060 | 4,230 |
| Football | Coach | 21.0 | 9,120 | 9,480 | 9,860 |
| Football | Asst Head Coach | 14.0 | 6,080 | 6,320 | 6,580 |
| Football | Asst Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Football | Asst Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Football | Asst Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Football 9th | Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Football 9th | Asst Coach | 9.0 | 3,910 | 4,060 | 4,230 |
| Football 9th | Asst Coach | 9.0 | 3,910 | 4,060 | 4,230 |
| Golf | Coach | 8.0 | 3,470 | 3,610 | 3,760 |
| Ice Hockey | Coach | 13.0 | 5,650 | 5,870 | 6,110 |
| Ice Hockey | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Lacrosse (B) | Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Lacrosse (G) | Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Soccer (B) | Coach | 14.0 | 6,080 | 6,320 | 6,580 |
| Soccer (B) | Asst Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Soccer (G) | Coach | 14.0 | 6,080 | 6,320 | 6,580 |
| Soccer (G) | Asst Coach | 11.0 | 4,780 | 4,970 | 5,170 |
| Softball(G) | Coach | 15.0 | 6,510 | 6,770 | 7,050 |
| Softball(G) | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Swimming | Coach | 14.0 | 6,080 | 6,320 | 6,580 |
| Swimming | Asst Coach | 9.0 | 3,910 | 4,060 | 4,230 |
| Tennis(B) | Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Tennis(G) | Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Track(B) | Coach | 15.0 | 6,510 | 6,770 | 7,050 |
| Track(B) | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Track(B) | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Track(G) | Coach | 15.0 | 6,510 | 6,770 | 7,050 |
| Track(G) | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Track(G) | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |
| Track (Winter) | Coach | 15.0 | 6,510 | 6,770 | 7,050 |
| Track (Winter) | Asst Coach | 8.0 | 3,470 | 3,610 | 3,760 |
| Track (Winter) | Asst Coach | 8.0 | 3,470 | 3,610 | 3,760 |
| Wrestling | Coach | 15.0 | 6,510 | 6,770 | 7,050 |
| Wrestling | Asst Coach | 10.0 | 4,340 | 4,520 | 4,700 |

Activities:

| | | | | | |
|---------------------------|--------------------------|------|-------|-------|-------|
| Athl. Training Club | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| B/G Ensemble | Director | 5.0 | 2,170 | 2,260 | 2,350 |
| Cheerleaders | Advisor (Fall) | 10.0 | 4,340 | 4,520 | 4,700 |
| Cheerleaders | Advisor (Winter) | 11.0 | 4,780 | 4,970 | 5,170 |
| Class Freshman | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Class Freshman | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Class Soph. | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Class Soph. | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Class Junior | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| Class Junior | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| Class Senior | Advisor | 7.0 | 3,040 | 3,160 | 3,290 |
| Class Senior | Advisor | 7.0 | 3,040 | 3,160 | 3,290 |
| Computer Club | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Drill Team | Advisor | 9.0 | 3,910 | 4,060 | 4,230 |
| Environ. Club | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Forensic | Coach | 3.0 | 1,300 | 1,350 | 1,410 |
| French Club | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Frescoes | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Gospel Choir | Director | 5.0 | 2,170 | 2,260 | 2,350 |
| Key Club | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Marching Band | Director | 13.0 | 5,650 | 5,870 | 6,110 |
| Marching Band | Assistant Director | 9.0 | 3,910 | 4,060 | 4,230 |
| Math Club | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Musical Prod. | Musical Director (Inst) | 12.0 | 5,210 | 5,420 | 5,640 |
| Musical Prod. | Musical Director (Vocal) | 5.6 | 2,430 | 2,530 | 2,630 |
| Musical Prod. | Artistic Director | 14.0 | 6,080 | 6,320 | 6,580 |
| Musical Prod. | Stage Director | 12.0 | 5,210 | 5,420 | 5,640 |
| Musical Prod. | Choreographer | 4.0 | 1,740 | 1,810 | 1,880 |
| Musical Prod. | Costumes/Wardrobe | 2.0 | 870 | 900 | 940 |
| Nat'l Honor Society | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| Newspaper | Advisor | 6.0 | 2,610 | 2,710 | 2,820 |
| Odyssey of Mind | Coach | 4.0 | 1,740 | 1,810 | 1,880 |
| Odyssey of Mind | Assistant Coach | 2.0 | 870 | 900 | 940 |
| Odyssey of Mind | Judge | 1.0 | 430 | 450 | 470 |
| Odyssey of Mind | Judge | 1.0 | 430 | 450 | 470 |
| Odyssey of Mind | Judge | 1.0 | 430 | 450 | 470 |
| Renaissance | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Rotary Interact | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| SADD | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Sign Language Club | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Spanish Club | Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| STEP Club | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| Student Activities | Facilitator | 12.0 | 5,210 | 5,420 | 5,640 |
| Student Council | Advisor | 7.0 | 3,040 | 3,160 | 3,290 |
| Student Mentoring Program | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| Yearbook | Advisor | 10.0 | 4,340 | 4,520 | 4,700 |
| Yearbook | Assistant Advisor | 2.0 | 870 | 900 | 940 |

**FISHER MIDDLE SCHOOL
Sport/Activity**

| Sport/Activity | Position | Factor | 2003-04 Stipend | 2004-05 Stipend | 2005-06 Stipend |
|---------------------------|-----------------|---------------|----------------------------|----------------------------|----------------------------|
| Athletics : | | | | | |
| Baseball 7/8 | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Basketball (B) | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Basketball (G) | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Field Hockey 7/8 (G) | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Soccer 7/8 (B) | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Soccer 7/8 (G) | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Softball | Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Track | Assistant Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Track | Assistant Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Track | Assistant Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Track 7/8 Co-ed | Coach | 9.0 | 3,910 | 4,060 | 4,230 |
| Wrestling | Coach | 8.0 | 3,470 | 3,610 | 3,760 |
| Wrestling | Assistant Coach | 6.0 | 2,610 | 2,710 | 2,820 |
| Activities : | | | | | |
| Art | Advisor | 2.0 | 870 | 900 | 940 |
| AVA | Coordinator | 4.0 | 1,740 | 1,810 | 1,880 |
| Book of the Month Club | Advisor | 5.0 | 2,170 | 2,260 | 2,350 |
| Cheerleaders | Coach | 8.0 | 3,470 | 3,610 | 3,760 |
| Computer Club | Co-Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Computer Club | Co-Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Creative Writing Club | Advisor | 2.0 | 870 | 900 | 940 |
| Drama Club | Advisor | 2.0 | 870 | 900 | 940 |
| Enrichment: 6th/7th/8th | Co-Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Enrichment: 6th/7th/8th | Co-Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| FCCLA | Advisor | 2.0 | 870 | 900 | 940 |
| French Club | Advisor | 2.0 | 870 | 900 | 940 |
| Intergen./Comm. Relations | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Macintosh Writing-Tue | Advisor | 2.0 | 870 | 900 | 940 |
| Macintosh Writing-Wed | Advisor | 2.0 | 870 | 900 | 940 |
| Mastermind Club | Advisor | 2.0 | 870 | 900 | 940 |
| Odyssey of Mind | Co-Coach | 3.0 | 1,300 | 1,350 | 1,410 |
| Odyssey of Mind | Co-Coach | 3.0 | 1,300 | 1,350 | 1,410 |
| Peacemakers Club | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Peacemakers Club | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| 7th Gr. (SAT Prep) | Advisor | 4.0 | 1,740 | 1,810 | 1,880 |
| Spanish Club | Advisor | 2.0 | 870 | 900 | 940 |
| Stage Band | Director | 4.0 | 1,740 | 1,810 | 1,880 |
| Stock Market Club | Advisor | 2.0 | 870 | 900 | 940 |
| Student Council | Co-Advisor | 2.0 | 870 | 900 | 940 |
| Student Council | Co-Advisor | 2.0 | 870 | 900 | 940 |
| Vocal Ensemble | Director | 3.0 | 1,300 | 1,350 | 1,410 |
| Yearbook | Co-Advisor | 3.0 | 1,300 | 1,350 | 1,410 |
| Yearbook | Co-Advisor | 3.0 | 1,300 | 1,350 | 1,410 |

ELEMENTARY POSITIONS
Sport/Activity

| Position | Factor | 2003-04 Stipend | 2004-05 Stipend | 2005-06 Stipend | |
|---------------------|---------------|----------------------------|----------------------------|----------------------------|-----|
| Activities : | | | | | |
| Antheil Patrol | Co-Supervisor | 2.0 | 870 | 900 | 940 |
| Antheil Patrol | Co-Supervisor | 2.0 | 870 | 900 | 940 |
| Lore Patrol | Supervisor | 2.0 | 870 | 900 | 940 |
| Parkway Patrol | Supervisor | 2.0 | 870 | 900 | 940 |

SCHEDULE C

ADDITIONAL COMPENSATION FOR SPECIFIED POSITIONS

A. Positions Included:

Coordinators of Work Experience Programs
Guidance Counselors
School Media Specialists

B. Work Schedule:

1. During the regular school year, office hours for work coordinators and guidance counselors will be the same as those observed by personnel in the main office of the building in which the individual works. Summer work: effective July 1, 2004, a day shall be defined as seven (7) hours inclusive of a 45 minute lunch break. All summer work must be approved by the Board and scheduled with the approval of the immediate supervisor.

When the responsibilities of the position require attendance at evening meetings or weekend conferences, excluding attendance at Board meetings and attendance at committee meetings work coordinators, guidance counselors and school media specialists will have the authority to adjust their work schedule for the days in question. This compensatory time will be determined by the mutual agreement of the individual and the building principal.

2. Additional time beyond that indicated will be required to carry out responsibilities recognized by both parties.
3. The schedule does not include work on holidays or during school vacations during the school year unless required by specific job responsibilities recognized by both parties.

C. Employment Period and Additional Compensation:

| 2 | Position | Employment Period ¹ | Additional Compensation |
|---|--|---|-------------------------|
| | Coordinators of Work Experience Programs | (Sept. 1-Close of School year) | .05 |
| | Guidance Counselors | (Sept. 1-June 30) | .07 |
| | School Media Specialist ³ | up to 10 add. days after the close of school year, if required. | .02 (based on 10 days) |

NOTE: The summer pay for High School guidance counselors is to be determined as .10 (based upon twenty days) of each counselor's total annual salary. However, stipends shall not be included in the total salary for purposes of calculating a counselor's summer pay. Thus "total annual salary" shall be defined as base salary plus longevity. EHS counselor's longevity shall be included in calculating the 7% Schedule C additional compensation stipend; however, stipends shall not be included in the total salary for purposes of calculating a counselor's summer pay. Thus "total annual salary" shall be defined as base salary plus longevity.

D. The continuance of this plan will be dependent upon annual review and approval by the Board of Education.

¹ The employment period will be that which is designated unless the Board of Education agrees to some other arrangement for a specific year with the individual or individuals involved.

² Additional Compensation

- a. Expressed as percentage of current salary guide figure for individual's position on guide.
- b. Part of basic contractual salary for guidance personnel, and coordinators of work experience programs funded largely with federal money.

- c. Not part of basic contractual salary for subject area leaders, coordinators of work experience programs not funded by federal money, and other positions listed in Schedule C other than those listed in footnote 2b above. For these positions, the additional compensation will be paid in two installments on January 30 and June 30.

 - d. Those included in this plan will not be eligible to receive additional remuneration under the extra pay plan for designated extracurricular activities.
- ³ Before February 28 (or some other mutually acceptable date), each school media specialist shall confer with the Superintendent of Schools and jointly agree to the termination of the employment period for that school year - i.e., close of school year or up to ten (10) additional days mutually acceptable to both parties. The decision will be based on the requirements of the situation as recognized by both parties.

SCHEDULE D

1. Team Leaders – shall receive an annual stipend as follows:

| | |
|-----------|---------|
| 2003-2004 | \$1,681 |
| 2004-2005 | \$1,748 |
| 2005-2006 | \$1,818 |

2. Summer School Teachers – who are appointed to teach in the district's summer school program, shall be compensated per hour worked in accordance with the below listed rates:

| | |
|-----------|------------------|
| 2003-2004 | \$31.20 per hour |
| 2004-2005 | \$32.45 per hour |
| 2005-2006 | \$33.75 per hour |

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**EWING TOWNSHIP PUBLIC SCHOOLS
TEACHER OBSERVATION**

Teacher: _____

School: _____

Date: _____

Time: _____

Subject Area/Grade Level/Academic Level: _____

**

LESSON OVERVIEW:

CLASSROOM CLIMATE/ENVIRONMENT:

- Yes___ No___ Demonstrates courtesy and rapport: teacher to students, students to teacher, student to student
- Yes___ No___ Facilitates active student participation
- Yes___ No___ Maintains an instructional setting conducive to safe and effective learning
- Yes___ No___ Communicates positive reinforcement of student efforts
- Yes___ No___ Establishes an atmosphere that allows students to feel worthwhile

CLASSROOM MANAGEMENT:

- Yes___ No___ Makes effective use of class time
- Yes___ No___ Maintains discipline that is consistent, fair, caring and firm
- Yes___ No___ Provides for individual differences

INSTRUCTIONAL STRATEGIES:

- Yes___ No___ Prepares for class/lesson instruction
- Yes___ No___ Presents lesson in an organized manner
- Yes___ No___ Provides appropriate instructional materials and activities to the class
- Yes___ No___ Exhibits knowledge of subject matter
- Yes___ No___ Uses appropriate questioning techniques
- Yes___ No___ Provides clear and concise directions and explanations
- Yes___ No___ Utilizes appropriate instructional materials
- Yes___ No___ Monitors pupil progress

OVERALL ASSESSMENT:

This lesson was successful in accomplishing:

- Yes___ No___ Lesson objectives
- Yes___ No___ Integration of Core Content standards
- Yes___ No___ Effective implementation of lesson plans
- Yes___ No___ The lesson was conducted in an effective manner
- Yes___ No___ The lesson met standards and expectations

COMMENDATIONS:

RECOMMENDATIONS:

_____ The following things need to be done to raise the level of performance in order to be effective:

_____ Additional resources/personnel needed to assist with improvement:

TEACHER'S COMMENTS:

Teacher's Signature/Date

Observer's Signature/Date