

NEGOTIATED AGREEMENT

BETWEEN THE

**SOUTH HUNTERDON REGIONAL
EDUCATION ASSOCIATION, INC.**

AND THE

**SOUTH HUNTERDON REGIONAL
HIGH SCHOOL DISTRICT BOARD OF
EDUCATION**

FOR THE SCHOOL YEARS

2009-2010

2010-2011

2011-2012

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PREAMBLE

This Agreement is entered into this 1st day of July, 2009, by and between the South Hunterdon Regional High School Board of Education, hereinafter referred to as the Board, and the South Hunterdon Regional Education Association, hereinafter referred to as the Association.

WITNESSETH, for and in consideration of the following mutual covenants, it is hereby agreed as follows”

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of Teachers, Athletic Trainers, Guidance Counselors, School Nurses, Librarians, Child Study Team Personnel, Educational Support Professionals to include; secretarial staff, instructional aides, and custodians; and other such personnel for whom representation may be established, pursuant to and in compliance with current New Jersey Public Law, but excluding Superintendent, Business Administrator, Principal, Assistant Principal, Director of Pupil Services, Secretary to the Business Administrator/Board Secretary, Secretary to the Superintendent/Board of Education, Bus Drivers, Cafeteria Staff, and all other employees of the Board.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The successor agreement shall be negotiated on a time-table in accordance with New Jersey Law in effect during the term of this Agreement.
- B. Designated representatives of the Board and the Association shall meet at mutually agreed times for regular negotiations sessions for a period not to exceed three hours, unless mutually agreed upon by both parties. This time would not apply to arbitrators, fact finders, etc. The meetings would be for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach a mutually agreed upon contract. Both parties shall furnish each other, upon reasonable request, all available public information pertinent to the issue under consideration. When agreement is reached, covering the areas being negotiated, the proposed Agreement shall be reduced to writing and submitted to the Board and the Association for ratification.
- C. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and the Association for approval.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to

employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

- F. This Agreement incorporates the entire understanding of the parties on all matters, which were 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition, which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not consistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

B. Procedure

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may arise from time to time affecting employees of the Board. Both parties agree that these proceedings will be kept informal and confidential.

1. 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 and, if left unresolved until the beginning of the following 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 or as soon thereafter as it is practical.

2. Level One

An aggrieved person with a grievance shall first discuss it with the Principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Chairperson of the Association's Grievance Committee within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Grievance Committee shall refer it to the Superintendent of Schools.

4. Level Three

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, s/he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, refer the grievance, either directly or through the Grievance Committee, to the Board of Education.

- b) The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board within five (5) school days from the date of request for review.

5. Level Four

The Board shall review the grievance and shall at the option of the Board, or upon request of the aggrieved person, grant an (informal) appearance by the aggrieved person and render a decision in writing with supporting reasons within three (3) working days after the next scheduled Board of Education meeting.

6. Level Five

- a) If the matter is not satisfactorily resolved at Level Three within fifteen (15) school days after having been submitted thereto, the Association may, within fifteen (15) school days thereafter, serve notice on the Superintendent that is proceeding to arbitration, provided however, that only those disputes which arise out of a claim concerning the interpretation, meaning or application of the provisions of this Agreement shall be subject to arbitration.
- b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Grievance Committee shall attempt to agree on upon a mutually acceptable Arbitrator and shall obtain a commitment within the specified periods, a request for a list of Arbitrators may be made to the Public Employees Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an Arbitrator.
- c) The Arbitrator so selected shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue

his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/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 law or which will add to or subtract from or modify the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- d) The costs for the services of the Arbitrator shall be borne by the Board and the Association equally. Any other expenses incurred shall be paid by the party incurring same.

C. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by his/herself, or at his/her option, by a representative selected or approved by the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. If, in the judgment of the Grievance Committee a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. 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.
3. 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 elected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Title 34: 13A-1 et seq., the parties hereby recognize that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such activity.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as s/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No covered employee shall be disciplined or deprived of status or benefit without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. The dismissal of a non-tenured teacher, however, shall not be a grievable subject beyond Level Four provided the evaluation procedure herein set forth has been followed.
- D. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining hereto, then s/he shall be given prior written notice of the reasons for such meeting or interview and shall, at his/her discretion, be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting or interview. A suspended employee shall

not be deprived of pay for a total of more than ninety (90) days pending disposition of the matter through grievance and arbitration channels or through prescribed legal procedures. If the Board's action is upheld, any payment made to said employee in excess of that allowed by the final disposition shall be repaid to the Board by the employee.

- E. No employee shall be prevented from wearing customary Association identification pins or other conventional identification of membership in the Association or its affiliates.
- F. No employee shall be reprimanded in front of his or her peers or students.

ARTICLE V
UNION SECURITY CLAUSE

- A. Upon the request of the Association, the Board shall deduct a representative fee from the wages of each employee eligible to join the Association who is not a member of the Association.
- B. These deductions shall commence 30 days after notification from NJEA.
- C. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.
- D. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss whatsoever, arising as a result of said deductions.
- E. The Board of Education shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L. 1979 C. 477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, upon request, agendas and minutes of all public Board meetings, plus annual financial reports, audits, and names and addresses of employees in the unit.
- B. The Association shall have, in the school building, the exclusive use of a bulletin board in the faculty lounge.
- C. The Association shall have the right to use the school mailboxes in a reasonable manner.
- D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other employee organization.
- E. The President of the Association shall be given up to three (3) days' leave for Association business, without pay, if need arises.
- F. The President of the Association or the Chairman of the Negotiations Committee shall be exempt from all assignments other than their teaching load (these to include study halls, lunch duty, detention, etc.) whenever possible, in order that they may work on Association business.

ARTICLE VII

SCHOOL CALENDAR

- A. Prior to March 1 of the current school year, the Association representatives shall meet with the Superintendent concerning the school calendar. Final determination of the school calendar shall rest with the Board after consultation with the Association, as well as amendment thereof for good reason, subject also to the right of the Association to seek clarification and make recommendations. The final copy of Board-approved calendar will be provided to the Association.
- B. The day following the annual PTSO “Back to School Night” shall be an in-service day.

ARTICLE VIII

TEACHING HOURS, TEACHING LOAD AND SPECIALISTS

- A. Teachers are expected to be at their assigned area of duty ten (10) minutes prior to the second bell signaling the beginning of the school day on a full and half-day schedule. Teachers are expected to remain in the district until 10 minutes after the end of the school day, excluding Fridays and pay days.
- B. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in and sign-out" roster. Teachers such as coaches having extra duties after school can sign out at the end of the regular academic day.
- C. Teachers shall have a daily duty-free lunch of thirty minutes during the unit lunch. Staff members may leave the school during the school day providing they are free from assignments, with the approval of the Principal or Superintendent. When half-day sessions are scheduled for students, staff members may leave the school campus for a lunch period of sixty (60) minutes. When half-day sessions are scheduled for students before a holiday, teachers may leave after, but not before, students are dismissed.
- D. The following shall apply:
 - 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, department, or other professional meetings no more than two (2) days each month. Such meetings shall begin no later than ten (10) minutes

after the student dismissal time and shall run for no more than forty-five (45) minutes. New teachers shall be required to attend not more than five (5) orientation meetings.

2. An Association representative may request to speak to the teachers at any meeting referred to in Paragraph 1 above for up to five (5) minutes. Such requests shall not be unreasonably refused.
3. The notice of an agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
4. Office detention may be assigned to teachers no more than four days per year. Office detention ends at 3:50 PM.

E. The following shall apply:

1. The teaching load in the middle school and senior high school will not exceed 1250 minutes of pupil contact time per week and shall include two consecutive school days of classes on the modified block A/B schedule totaling five teaching periods and no more than 100 minutes of teacher instructional/duty time during the unit lunch period. Teachers shall not be assigned more than 3 teaching blocks of instruction per day and shall be given at least one preparation period per day that equals one instructional block in time.
2. Teachers electing to accept more than five (5) teaching periods shall be compensated at a rate of 10% of their position on guide per pay period and shall not be assigned a daily duty. This shall not apply to Librarians,

Nurses, Physical Education teachers, Special Education teachers and Guidance Counselors. Librarians, Nurses, Physical Education teachers, Special Education teachers and Guidance Counselors shall not be assigned non-instructional duties during the regular workday unless all other options have been expended. Volunteers will be sought to cover the duty. However, if assignment of a non-instructional duty is necessary, it will be assigned on a rotating basis to these available staff; and said staff will be compensated at a stipend of \$3,000 for a full year duty and \$1,500 for a half-year duty.

3. Every effort will be made so that regular classroom teachers in the middle and senior high school shall not be required to change subject area teaching stations more than three (3) times during the school day.
4. The maximum number of students in all classes, with the exception of physical education, shall be twenty-five (25) whenever possible.
5. Teachers must approve a schedule that involves more than one course offering in any one class period. Exceptions to this are Industrial and Fine Arts and Health and Physical Education.

F. Exceptions to the provisions of Section D and E above may be made only in cases of unavoidable emergencies. The Association shall be notified in each such instance in advance. A disagreement over whether an exception is justified shall be subject to the grievance procedure.

G. Teacher participation in extracurricular activities shall be first subject to voluntary consent among appropriate choices. If there are a lack of teacher volunteers to cover such extracurricular activities, then teachers may be assigned such duties.

Assignment of teachers to such duties shall be distributed impartially and equitably among all teachers. Such assignments shall be reasonable in relation to the number and hours of duty.

- H. Teachers involved in the Extracurricular Program shall be compensated according to the rate of pay in Schedule F.
- I. Attendance at the annual PTSO "Back to School Night" for parents shall be expected of all teachers except in case of illness or emergency or in cases where permission to be absent has been granted by the Principal.
- J. Teachers involved in the Academically Talented Program shall be compensated at the rate of \$150 per student per year.

ARTICLE IX

NON-TEACHING DUTIES

- A. Teachers shall not be required to drive to activities, which take place away from the school building. A teacher may do so voluntarily, however, with advance notice.

The teacher shall be compensated at the per mile rate paid by the State of New Jersey to its employees.
- B. Staff will be required to attend a minimum of three (3) extracurricular activities each year. This obligation can be fulfilled by serving in a stipend position or voluntary attendance at a school function including a school board meeting.
- C. A non-instructional duty during the regular workday shall be no longer than a scheduled period and that duty shall not be separated in time.

ARTICLE X

TEACHER EMPLOYMENT

- A. The Board will notify the Department Chairperson of pending interviews and will invite Department Chairperson to take part in interviews of prospective candidates for employment in their department and make recommendations regarding same.
- B. Credit may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System shall be granted to all candidates holding certificates. Credit may also be granted for experiences in content related fields providing the candidate holds a standard certificate or certificate of eligibility. Teachers are to be placed at the appropriate column according to their degree and credits.
- C. A teacher must be employed by the Board for at least five (5) months in the initial employment year to be eligible for advancement to the next step in the following school year, unless currently employed as a fully certified teacher. In no case will a new employee be paid on half steps.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- E. Any individual teacher contract may be terminated by one party or the other upon sixty (60) days' notice.

ARTICLE XI

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.
1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 3. Paydays shall be on the 15th and 30th of each month except as provided in five (5) and six (6) below.
 4. Teachers may individually elect to have a portion of their monthly salaries deducted from their pay. These funds may be paid to teachers on the final payday in June or as per their chosen summer pay option.
 5. When a payday falls on or during a school vacation, holiday, or weekend, teachers shall receive their paychecks on the last previous working day.
 6. Teachers shall receive their final checks on the last working day in June.
 7. The rate of pay for personnel holding extra-curricular contracts shall be in accordance with Schedule F.
 8. Fifty (50) percent payment of extracurricular contracts shall be made upon request in accordance with the following dates: for seasonal contracts: November 15, January 15, and May 15; and for 10-month contracts: January 15.

9. At the request of an employee, the Board shall provide for the direct deposit of the teacher's pay into the teacher's personal bank account at no cost to the employee, provided the Board's authorized bank of record provides such services.
10. Teachers of the Summer Academy shall be compensated with 75% of their average daily rate of pay per their position on guide.

ARTICLE XII

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than August 20.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certification except if mutually agreeable and/or because of temporary and unexpected need. Disagreement on this subject shall be subject to the Grievance Procedure, if invoked.
- C. The Association shall be notified in writing of all vacancies either in the curriculum or extracurricular activities before any applications for such openings are considered.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The following shall apply:
1. No later than April 1 of each school year, the Superintendent shall mail to the Association and post in the school building a list of known vacancies which shall occur during the following school year.
 2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than April 15. Such statements shall include the grade and/or subject to which the teacher desires to be reassigned.
 3. As soon as practicable, and not later than June 15, the Superintendent shall post in the school and deliver to the Association a schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer. Before such change is made public, teachers whose requests for transfers and/or reassignments have been denied shall be personally notified of such denial by the Superintendent.
- B. 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 and no such request shall be denied arbitrarily or capriciously.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if in the judgment of the Superintendent there is a qualified volunteer available to fill said position.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 15.
- C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the South Hunterdon Regional School District, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- D. In the event that a teacher objects to an involuntary transfer or reassignment, the Superintendent shall, upon the request of the teacher, meet with him/her. The teacher may, at his/her option, have the Association representative present at such meeting.

ARTICLE XV

PROMOTIONS

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator/supervisory levels of responsibility, including positions as Principal, Assistant Principal and Department Chairpersons. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.
1. A notice of vacancy in a promotional position shall be posted on the Association bulletin board and a copy shall be sent to the Association President thirty (30) days before the final date when applications must be submitted whenever possible. The above shall not apply to temporary assignments.
 2. Teachers who desire to apply for such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
- B. In the posting of notices for promotion, the qualifications for the position and its duties shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure. Rate of compensation is to be determined by various factors—experience, etc.
- C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been

considered. The Board agrees to give due consideration to the professional background and attainments of all applications and other relevant factors, including length of service in the district. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board. Applicants not selected shall, upon request, receive a written or oral explanation from the Superintendent.

- D. The Association shall be notified in writing of all vacancies either in the curriculum or extracurricular activities before any applications for such openings are considered.

ARTICLE XVI

HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in home teaching, new, old and continuing federal programs, summer school and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with procedures for publicizing promotional vacancies set forth in Article XIV, Section B of this Agreement. Home teaching openings shall be posted as they occur.
- B. Every effort shall be made to distribute such assignments equitably among qualified teaching personnel.
- C. Teachers now employed by the Board shall have priority to the above positions before appointment of applicants from outside the district.
- D. Where applicable, salary schedules for such positions shall be in conformance with those established in this Agreement.
- E. The rate of pay for teachers engaged in home teaching shall be twenty-five (25) dollars per hour.

ARTICLE XVII

TEACHER EVALUATION

A. The following shall apply:

1. Monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
2. Teachers shall be evaluated only by fully certified administrators to whom they report and who are not recognized in this contract. Such evaluation shall be reasonably detailed as to strengths, weaknesses and suggestions for improvement.
3. Teachers shall have the right, upon request, to a conference with their evaluator after completion of his/her evaluation. Copy of any class visit or evaluation shall be given to the teacher at least one day before any conference is held on this subject.

B. The following shall apply:

1. A teacher shall have the right to review the contents of his/her personnel file at the time of his/her evaluation and to discuss and, if necessary, process through the Grievance Procedure, objections to material or statements contained therein. Letters of recommendations shall not be subject to review by the teacher.
2. The Board agrees not to establish any separate personnel file on which evaluations are based which is not available for the teacher's inspection.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which are used in any manner in evaluating a

teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. The following:

1. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and his/her file thereupon closed.
2. Non-tenured staff members would be observed/evaluated three (3) times per year, not less than one (1) time during each semester, with a proportionate reduction in the number of evaluations required if the teacher has been employed for less than a full academic year.

E. Any staff member whose contract will not be renewed may request the reasons for non-renewal within fifteen (15) days of receiving said notice. Reasons must be given in writing within thirty (30) days of the request.

ARTICLE XVIII

TEACHER FACILITIES

- A. All materials, supplies, and facilities that have been traditionally provided and are presently in existence shall be continued for the term of this Agreement.

ARTICLE XIX

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) accumulative sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Once an individual has exhausted his/her accumulated sick leave days, no salary will be paid for absences subsequent to the aforementioned. Exceptions may be made on a case-by-case basis. When granted deductions for days of service lost because of personal illness beyond the annual sick leave allowance or any accumulated leave shall be at the rate of half pay per day based on the employee's current salary up to a total of thirty (30) school days.
- C. Illness in the family is cause for an employee to utilize sick leave.
- D. By September 15th of the succeeding school year, each employee, upon request, will receive written notification of accumulated sick leave.
- E. All full-time employees who have accumulated a minimum of one hundred (100) unused sick days and no more than two hundred fifty (250) unused sick days shall be compensated at a rate of sixty (60) dollars per day providing the following conditions are met upon retirement from the district:
 - 1. Notification of retirement must be given by November 1 in order to be remunerated out of the subsequent budget no later than July 15.

2. Notification of retirement after November 1 will result in a delay of payment to the second budget year not later than July 15.
3. Medically validated disability will waive the November 1 condition. This shall affect those employees eligible for pension benefits as defined by Title 18A: 66-1 et seq., Teachers Pension & Annuity Fund and Public Employees Retirement System.

F. The following shall apply:

1. A stipend of two hundred fifty (250) dollars shall be given to a full-time employee who has acquired one hundred (100) unused accumulated sick days as of June 15 in said school year. This stipend shall be given to any particular employee only once.
2. A stipend of two hundred fifty (250) dollars shall be given to a full-time employee who has acquired two hundred (200) unused accumulated sick days as of June 15 in said school year. This stipend shall be given to any particular employee only once.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Three (3) days leave of absence for personal matters, which require absence during school hours. Application to the Principal for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and shall be only for the following general reasons: legal, business, household or family matters. Approval for personal days will be given by the Principal not to exceed ten (10) percent of the staff for any one day. Except in a case of emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after a scheduled vacation period or school holiday. A personal day immediately prior to or after a scheduled vacation period or school holiday may only be granted one day per staff member per school year. Other leaves as specified below shall not be considered as personal matters.
 2. Past practices of the Board relative to requests for temporary leave time for religious holidays and ceremonies will remain unchanged.
 3. Time necessary for appearance in any legal proceedings connected with the teacher's employment if the teacher is required by law to attend.
 4. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, or any other member of the immediate household. Absences for

other relatives shall be at the discretion of the Superintendent. Teachers shall be granted up to one (1) day in the event of a death of a teacher's relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the South Hunterdon Regional School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Time necessary for persons called into temporary active duty of any active unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his/her regular pay in addition to any pay, which s/he receives from the state or federal government.
 6. Staff members assigned to jury duty shall be granted leave of absence without penalty upon written documentation from the clerk of the court verifying the dates of jury service.
 7. Upon the recommendation of the Superintendent, other leaves of absence with pay may be granted by the Board for good reason. The employee may appeal the decision of the Superintendent to the Board of Education.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XXI

EXTENDED LEAVE OF ABSENCE AND SABBATICAL

- A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment as provided by law.
- B. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:
1. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:
 - a) Her teaching performance substantially declines from the period preceding pregnancy.
 - b) Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
 1. The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching.
 2. The Board's physician concludes she is unable to continue teaching.
 3. A third physician, mutually agreed upon, will be called in to make a binding decision as to whether a teacher is capable of continuing service in the event of a disagreement. Cost to be borne by the Association.
 2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions

governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.

3. Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the granting of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated. The Board may require any teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.
4. When the Board requests a medical opinion other than the opinion of the woman's personal physician, said examination shall be at the Board's expense.
5. Upon return from a maternity leave of absence, the teacher shall be reinstated in an instructional assignment for which she is certified.
6. The Board is under no obligation to continue the employment of a non-tenured employee beyond the contracted period. Maternity leave shall not be counted for tenure purposes.

7. Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.
Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board upon recommendation of the Superintendent. The employee may appeal the decision of the Superintendent to the Board of Education.
- E. The following shall apply:
 1. Upon return from leave granted pursuant to Section A of this ARTICLE, a teacher shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent, provided however that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, or D of this ARTICLE, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure.
 2. All benefits to which a teacher 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 s/he shall be assigned to a position, which s/he is certified.

- F. All extensions or renewals of leaves shall be applied for in writing at least ninety (90) days prior to the requested date of such extension or renewal. When approved, such extensions or renewals shall be granted in writing.
- G. A sabbatical leave may be granted to a teacher by the Board for the study of courses, including the study of courses in another area of specialization for the purpose of improving the teacher's value to the district within his/her scope of present or future assignments. This sabbatical will be for coursework in the amount of 12 credits in an area to be approved by the Superintendent.
1. If there are sufficient qualified applicants, sabbatical leave shall be granted to one (1) faculty member for every forty (40) teachers employed at any one time.
 2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 15; and action must be taken on all requests no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested. To qualify for a possible grant of sabbatical leave a teacher shall present and agree to follow a program that includes the equivalent of twelve (12) credits for one (1) year of sabbatical leave.
 3. The teacher has completed at least five (5) full school years of service in the South Hunterdon Regional High School District. Meeting these requirements shall mean that a teacher is a "qualified applicant" and that an adequate replacement is found.
 4. A teacher on sabbatical leave shall be paid one-half the salary that s/he would normally receive for the year of his/her sabbatical.

5. A staff member must commit to return for at least one full academic year or must repay to the district the salary paid to that individual during the sabbatical leave. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence, unless that individual failed to complete the agreed upon twelve (12) credits of course work during the leave.
 6. Where an individual fails to complete the program of twelve credits during the sabbatical leave with a passing grade of at least a B average, the salary paid to the individual on leave shall be repaid to the district proportionate to the amount of credits not completed.
- H. A leave of absence, without pay, of up to three (3) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, the National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.

ARTICLE XXII

SUBSTITUTES

- A. The Board agrees at all times to maintain an adequate list of substitute teachers.

Teachers may call an appropriate number before 7:00 AM, except in a case of emergency, to report unavailability for work.

- B. It is desirable for each teacher to have an uninterrupted preparation period each day.

The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. After five (5) periods have been accumulated, a teacher shall be entitled to one (1) additional personal leave day. All days earned prior to twenty (20) working days before the close of school must be used in that school year. Coverage shall be arranged by the Principal or Superintendent and shall be distributed as equitably as possible among teachers. In lieu of an earned personal day, accumulated out of coverage, a teacher may elect to be compensated per period at the rate of \$45.00 (forty-five) dollars or this day may be converted to an accumulated sick day at the teacher's choice. Payments for these earned periods shall be made as part of the January payroll as requested. Otherwise total payments will be made at the end of the year in the last June payroll (if deadlines are met to make that payroll period) but no later than July 15th.

- C. No teacher shall, in any case, be required to take two (2) classes of students during the same instructional period or during the same duty period without assistance either from another teacher or substitute with exceptions of unusual circumstances (such as championship games, staff/student funerals, etc.).

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. To reimburse the tenured staff member up to five thousand, five hundred (\$5,500) dollars between July 1 and June 30 of any two year period in connection with any course(s) approved by the Superintendent. A passing grade of a least one (1) grade level above the minimum passing grade of that institution is required for reimbursement. Teachers taking courses during the summer term will be paid after completing one month of the fall term. Approved courses will consist of those involved in a prescribed degree program within the field of the staff member and supervisory certification courses and any graduate or undergraduate courses that directly relate to any assignment a staff member may presently or will have in the succeeding term.
- B. A non-tenured staff member on Step 1 shall be ineligible for course work reimbursement in their first full year of employment in the district. During years two and three of employment of this contract, a non-tenured staff member (not on Step 1) may be reimbursed up to three thousand, seven hundred (\$3,700) dollars in connection with any course(s) approved by the Superintendent.
- C. An Educational Support Professional may be reimbursed up to two thousand (\$2,000) dollars between July 1 and June 30 of any two year period for any course(s) approved by the Superintendent.

- D. To pay also the cost of workshops, seminars, conferences, in-service training seminars or other sessions in which a teacher is involved, with the approval of the Superintendent.
- E. Teachers shall be paid twenty five (25) dollars to compensate for travel and expenses to and from the NJEA Convention upon receipt of documentation of attendance.
- F. Teachers may make visitations or be assigned to make visitations to other school districts for the purpose of observing or meeting with educational personnel. Permission for such visitation shall be obtained from the Principal or Superintendent.
- G. Work Year:
Teachers shall work the day before school begins, the day after school ends, and two inservice days.
- H. A joint committee consisting of administration and Association members shall be formed to recommend pertinent topics for in-service training sessions.
- I. Curriculum Development:
The Board agrees to pay teachers according to Schedule F for curriculum development approved by the Superintendent:
- J. National Teacher Certification
Teachers shall be paid a one-time stipend of \$500 if and when they attain the National Teacher Certification.
- K. A stipend of \$50.00 per hour shall be paid to teachers for teaching in-service workshops.

L. Mentors to licensed teachers in their first year of employment in the district shall be paid a stipend of \$500.00 for that school year.

ARTICLE XXIV

EDUCATIONAL COUNCIL

- A. A joint Educational Council has been established and shall continue to function. It shall consist of three (3) members of the Board of Education, one (1) of whom shall be the Superintendent or his/her designee, and three (3) South Hunterdon Regional High School teachers appointed by the Association. The Council shall meet as many times as mutually deemed necessary—but not less than twice a year—and advise the Board of such matters as curriculum improvements, instructional materials, teaching techniques, books and other instructional materials, pupil testing and evaluation, philosophy and educational specifications for building, repair, and maintenance, and other similar matters regarding the effective operation of the South Hunterdon Regional School District.
- B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.
- C. The Council shall meet by prepared agenda.
- D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A.
- E. The primary function of the Educational Council is to recommend, for Board consideration, the establishment of policies and practices pertinent to the items suggested in Paragraph A. The Council in preparing their recommendations for Board consideration shall at all times avail itself of the most up-to-date research

pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

- F. All reports and recommendations outlined above in Paragraph E shall be in writing.
- G. Meetings shall generally be held during evening hours, usually beginning at 7:30 PM.

ARTICLE XXV

INSURANCE PROTECTION

A. The Board will continue to provide health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family-plan insurance coverage. Upon the approval of the employee, the Board shall not be obligated to provide health care insurance to an employee who receives similar coverage from another source.

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation in coverage.

2. Health Care Insurance

Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include the New Jersey Public and School Employees Health Benefits Plan.

3. Dental Insurance

a) Employees are responsible for any increase in dental premiums over the base year for the contract ending June 30, 2006.

- b) Dental coverage will not be offered to those already having said coverage equal to or better than the plan offered—to be determined by a neutral broker.
- B. The Board of Education shall allow a retired teacher to make payment to the insurance carrier for a continuation of coverage, providing that the master insurance contract allows for the continuation of such coverage for retired teachers.
- C. The Board shall provide to each new teacher a description of the health care insurance coverage provided under this ARTICLE no later than the beginning of the school year, which shall include a clear description of the conditions and limits of coverage as listed above.
- D. The Board shall provide dependent coverage to the same sex domestic partners of employees in the same manner as such coverage is provided to a spouse of an employee. For purposes of this provision, a same sex domestic partner shall be defined in accordance with N.J.S.A. 26:8A-3.

ARTICLE XXVI

PERSONAL AND ACADEMIC FREEDOM

All the rights of the teacher to his/her personal and academic freedom as provided by law will be upheld.

ARTICLE XXVII

BOOKS AND OTHER INSTRUCTIONAL

MATERIALS AND SUPPLIES

The administration will advise all affected staff on known actions relative to their departmental budgets on or before May 15th.

ARTICLE XXVIII

DEDUCTIONS FROM SALARY

A. The following shall apply:

1. The Board agrees to deduct from the salaries of its teachers, dues for the South Hunterdon Regional Education Association, Inc., the Hunterdon County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of South Hunterdon Regional Education Association, Inc., by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing on the form provided by NJEA.
2. Each of the associations named above, upon request, shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of change.
3. Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XXIX

SECRETARIES

- A. All secretarial personnel shall be paid in accordance with the Secretary's Salary Guide Schedule B.
- B. The word "employee" as used in this ARTICLE shall refer to secretarial personnel.
- C. Each employee shall be placed on the proper step of his or her salary schedule.
- D. Each employee will be notified of his/her contract and salary status, if known, by April 30.
- E. The workweek for these full-time employees shall be thirty-seven and one-half (37.5) hours per week. Exceptions to this, as necessary, may be made by the Superintendent on an equitable basis.
- F. All employees shall be required to report to work at 7:30 AM and shall be dismissed at 3:30 PM. A lunch break of 30 minutes and two (2) fifteen minute breaks (one (1) break in the AM and one (1) break in the PM) shall be granted per day.
 - 1. On scheduled half-day sessions and days in which students are not in school, all employees may leave for a one-hour lunch.
- G. Paid vacations for full-time employees shall be determined by the length of time that they have been employed in the district. These employees shall be entitled to this vacation time in accordance with the following schedule:
 - 1. First (1st) year.....6 working days
 - 2. Second thru fifth (2nd thru 5th) year.....12 working days
 - 3. Sixth thru ninth (6th thru 9th) year.....15 working days
 - 4. Ten (10) years or more shall receive one (1) working day for each additional year until a maximum of twenty (20) days has been obtained.

5. Twelve (12) month employees shall be granted vacation days per request at any time during the contract as provided by letter G.

All vacation time enumerated in this ARTICLE must be used during the contract year indicated. Special consideration, with the approval of the Principal, concerning carryover time may be considered. No more than five (5) carryover days may be allowed. Such carryover days may not be cumulative, that is, the days must be used the following year in accordance with all other contractual provisions.

H. During the academic year they shall be entitled to the same holidays as shown on the school calendar for teachers. In addition they will be entitled to the July 4 and Labor Day holidays. An exception to this may be made when the school is not in session for five (5) or more consecutive days. During this period, the Superintendent may arrange to have a skeletal staff present, if the workload permits. This includes the Child Study Team Secretaries. Assignments to this skeletal staff shall be made equitably.

I. In addition to the items previously included in this ARTICLE, these employees shall be considered as being employed under the same terms and conditions of employment as teachers, including the following:

- | | |
|---|---------------|
| 1. Grievance Procedure.. | ARTICLE III |
| 2. Teacher Rights | ARTICLE IV |
| 3. Salaries..... | ARTICLE XI |
| 4. Voluntary Transfers & Reassignments..... | ARTICLE XIII |
| 5. Involuntary Transfers & Reassignments | ARTICLE XIV |
| 6. Teacher Evaluation | ARTICLE XVII |
| 7. Teacher Facilities..... | ARTICLE XVIII |
| 8. Sick Leave | ARTICLE XIX |
| 9. Temporary Leaves of Absence | ARTICLE XX |
| 10. Extended Leaves of Absence..... | ARTICLE XXI |
| 11. Professional Development and Education Improvement
(*if requested by the district) | ARTICLE XXIII |
| 12. Insurance Protection .. | ARTICLE XXV |

- J. It is recognized that all employees under ARTICLE XXIX report to work on September 1 of each school year.
- K. All employees shall be evaluated by appropriate supervisory personnel including the Superintendent and Principal. The evaluation instrument will be mutually agreed upon by the SHREA and the administration.
- L. Personal and Sick Days for Secretaries:
1. 12-month secretaries shall be entitled to three (3) personal days and twelve (12) sick days.
 2. 11-month secretaries shall be entitled to two (2) personal days and eleven (11) sick days.
 3. 10-month secretaries shall be entitled to two (2) personal days and ten (10) sick days.
- M. All employees shall not be required to report to work when school is closed due to inclement weather or other reasons. When there is a delayed opening, employees shall report to work one half hour prior to scheduled student arrival.

ARTICLE XXX

CUSTODIANS

- A. Custodians shall be paid in accordance with the Custodians Salary Guide.
- B. The word “employee” as used in this ARTICLE shall refer to custodians.
- C. Each employee shall be placed on the proper step of his or her salary schedule as determined by the Superintendent upon hiring.
- D. Each employee will be notified of his/her contract and salary status, if known, by April 30.
- E. The work week for these full-time employees shall be thirty-seven and one-half (37.5) hours per week. Exceptions to this, as necessary, may be made by the Superintendent on an equitable basis.
- F. On holidays such as Labor Day, Thanksgiving, Christmas, New Year’s Day, Easter, and Memorial Day pay shall be double time.
- G. Custodial Holidays shall include Labor Day, Yom Kippur, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Federal Christmas Holiday, New Year’s Day, Martin Luther King’s Birthday, President’s Holiday, Good Friday, Federal Easter Holiday, Memorial Day, and Independence Day.
 - 1. Custodians are required to work on days school is in session unless on personal day.
- H. In the event of an emergency call in, pay shall be time and one half for a minimum of three hours.
- I. A custodian may carry over five vacation days if they so request.

1. The first week of vacations shall be determined by seniority. The second week, seniority is not a factor.

2. The following *years of service* chart will apply for length of vacation time:

1-10 Years of Service	2 Week Vacation
11+ Years of Service	3 Week Vacation

J. Saturdays and Sundays shall be normal work days for those contracted as such.

All other employees shall be paid as outlined below:

Saturdays and Sundays – time and one half

K. Uniforms and shirts will be issued to each custodian, or \$250 shall be allotted as a maintenance allowance to obtain what is needed for the performance of the jobs required by this position.

L. A stipend of \$500.00 shall be made after the 3rd year of employment as reimbursement for boiler school.

M. Time allotted for lunch will be 30 minutes, and there will be two 15-minute breaks for each employee.

N. In addition to the items previously included in this ARTICLE, these employees shall be considered as being employed under the same terms and conditions of employment as teachers, including the following:

1. Grievance Procedure	ARTICLE III
2. Teacher Rights	ARTICLE IV
3. Salaries	ARTICLE XI
4. Voluntary Transfers & Reassignments	ARTICLE XIII
5. Involuntary Transfers & Reassignments	ARTICLE XIV
6. Teacher Facilities	ARTICLE XVIII
7. Sick Leave (12 Days for 12 mo. Employee).	ARTICLE XIX
8. Temporary Leaves of Absence	ARTICLE XX
9. Insurance Protection	ARTICLE XXV

- O. On the 6th consecutive day of the Head Custodian's absence, the designated replacement shall be paid a 20% differential based on their current salary.

ARTICLE XXXI

INSTRUCTIONAL AIDES

- A. All instructional aides shall be paid in accordance with the Instructional Aide's Salary Guide Schedule D. An Instructional Aide assists a regular classroom or Special Education classroom Teacher in a classroom.
- B. The word "employee" as used in this ARTICLE shall refer to all Instructional Aides.
- C. Each employee shall be placed on the proper step of his or her salary guide.
- D. Each employee will be notified of his/her contract and salary status, if known, by April 30.
- E. If the District requests or requires an aide to attend a workshop, the Board will pay the tuition cost of the workshop.
- G. Employees shall have seniority with parking space.
- H. Employee attendance shall not be required on afternoons of mid-term exams and afternoons of final exams. Attendance to faculty meetings and the annual PTSO "Back to School Night" shall be voluntary.
- I. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the employee fails to sign the material within ten (10) days of the employee's receipt of such material for review, the material will be placed in the file noting that the ten (10) day limit for signature had expired. The employee also shall have the right to submit a written answer to such material and his/her answer

shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- J. All full-time employees will receive one (1) preparation period per day of at least 43 minutes.
- K. Employees shall have a daily duty-free lunch period in length of at least equal to that of teachers. Employees may leave the building during the school day providing they are free from assignments, with the approval of the Principal or Superintendent. When half-day sessions are scheduled for students, employees may leave the school campus for a lunch period of sixty (60) minutes. When half-day sessions are scheduled for students before a holiday, employees may leave after, but not before, students are dismissed.
- L. An employee who is resigning from his/her position shall give 30 days written notice.
- M. All known vacancies shall be posted. Applications concerning this vacancy from Association members must be received within five (5) working days of the notice to be considered as candidates for this position. Notice of the decision shall be posted within five (5) days after official action by the Board.
- N. Employees who desire to have a change in assignment may file a written request of such desire at any time via their Principal or immediate supervisor to the Superintendent. Such request shall include position in order of preference.
- O. Notice of transfer or reassignment which changes working hours only shall be given to the employee at least three (3) working days prior to transfer or reassignment.

P. Any transfer or reassignment shall be made only after meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof.

Q. In addition to the items previously included in this ARTICLE, these employees shall be considered as being employed under the same terms and conditions of employment as teachers, including the following:

1. Grievance Procedure ARTICLE III
2. Teacher Rights ARTICLE IV
3. Salaries ARTICLE XI
4. Voluntary Transfers & Reassignments ARTICLE XIII
5. Involuntary Transfers & Reassignments ARTICLE XIV
6. Teacher EvaluationARTICLE XVII
7. Teacher FacilitiesARTICLE XVIII
8. Sick Leave ARTICLE XIX
9. Temporary Leaves of Absence ARTICLE XX
10. Professional Development and Educational Improvement ... ARTICLE XXIII
11. Insurance Protection ARTICLE XXV

ARTICLE XXXII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.
- B. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. The following:
 - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the 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, the police, and the courts.

ARTICLE XXXIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, supervisors and other personnel pertaining to student discipline shall be presented by the Administration to the new teachers at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the Principal, a counselor, psychologist, physician or other specialist, s/he shall so inform his/her Principal or immediate superior. The Director of Pupil Personnel Services or Principal shall arrange as soon as possible for a conference among himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XXXIV

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 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, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and a member of the unit, 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.
- D. Copies of this Agreement shall be reproduced, the Board and the Association sharing the expense equally, within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXXV

BOARD'S RIGHTS

The Board of Education, subject only to the express written provisions of this Agreement, and applicable New Jersey State Laws, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, and regulations and practices in furtherance thereof.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and Constitution and Laws of the United States.

ARTICLE XXXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2009 except as otherwise provided herein and shall continue in effect until June 30, 2012 subject to the Association's rights to negotiate over a successor Agreement as provided in ARTICLE II.
- B. In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION, INC.

BY _____ BY _____
 President Secretary

SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

BY _____ BY _____
 President Secretary

BY Scott M Ward BY Christine Deery
 President Interim Secretary/Vice-President

SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

BY Robert Campbell BY Terre Seese 1/20/11
 President Secretary

Schedule A
SOUTH HUNTERDON REGIONAL HIGH SCHOOL

TEACHERS' SALARY GUIDE

2009-2010

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	45,608	46,328	47,773	49,943	50,663	52,738
2	46,309	47,029	48,474	50,644	51,364	53,439
3	47,110	47,830	49,275	51,445	52,165	54,240
4	48,011	48,731	50,176	52,346	53,066	55,141
5	50,011	50,731	52,176	54,346	55,066	57,141
6	52,056	52,776	54,221	56,391	57,111	59,186
7	54,156	54,876	56,321	58,491	59,211	61,286
8	56,306	57,026	58,471	60,641	61,361	63,436
9	58,506	59,226	60,671	62,841	63,561	65,636
10	60,756	61,476	62,921	65,091	65,811	67,886
11	63,056	63,776	65,221	67,391	68,111	70,186
12	65,410	66,130	67,575	69,745	70,465	72,540
13	67,816	68,536	69,981	72,151	72,871	74,946
14	70,271	70,991	72,436	74,606	75,326	77,401
15	72,776	73,496	74,941	77,111	77,831	79,906
16	75,331	76,051	77,496	79,666	80,386	82,461

Longevity in District

Years of Service in District	Payment
21-23	\$861
24-27	\$1,353
28+	\$1,679

Teachers advance one step each year of this contract.

Schedule A
SOUTH HUNTERDON REGIONAL HIGH SCHOOL

TEACHERS' SALARY GUIDE

2010-2011

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,019	46,739	48,184	50,354	51,074	53,149
2	46,720	47,440	48,885	51,055	51,775	53,850
3	47,521	48,241	49,686	51,856	52,576	54,651
4	48,422	49,142	50,587	52,757	53,477	55,552
5	50,422	51,142	52,587	54,757	55,477	57,552
6	52,467	53,187	54,632	56,802	57,522	59,597
7	54,567	55,287	56,732	58,902	59,622	61,697
8	56,717	57,437	58,882	61,052	61,772	63,847
9	58,917	59,637	61,082	63,252	63,972	66,047
10	61,167	61,887	63,332	65,502	66,222	68,297
11	63,467	64,187	65,632	67,802	68,522	70,597
12	65,821	66,541	67,986	70,156	70,876	72,951
13	68,227	68,947	70,392	72,562	73,282	75,357
14	70,682	71,402	72,847	75,017	75,737	77,812
15	73,187	73,907	75,352	77,522	78,242	80,317
16	75,742	76,462	77,907	80,077	80,797	82,872

Longevity in District

Years of Service in District	Payment
21-23	\$861
24-27	\$1,353
28+	\$1,679

Teachers advance one step each year of this contract

Schedule A
SOUTH HUNTERDON REGIONAL HIGH SCHOOL

TEACHERS' SALARY GUIDE

2011-2012

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,601	47,321	48,766	50,936	51,656	53,731
2	47,302	48,022	49,467	51,637	52,357	54,432
3	48,103	48,823	50,268	52,438	53,158	55,233
4	49,004	49,724	51,169	53,339	54,059	56,134
5	51,004	51,724	53,169	55,339	56,059	58,134
6	53,049	53,769	55,214	57,384	58,104	60,179
7	55,149	55,869	57,314	59,484	60,204	62,279
8	57,299	58,019	59,464	61,634	62,354	64,429
9	59,499	60,219	61,664	63,834	64,554	66,629
10	61,749	62,469	63,914	66,084	66,804	68,879
11	64,049	64,769	66,214	68,384	69,104	71,179
12	66,403	67,123	68,568	70,738	71,458	73,533
13	68,809	69,529	70,974	73,144	73,864	75,939
14	71,264	71,984	73,429	75,599	76,319	78,394
15	73,769	74,489	75,934	78,104	78,824	80,899
16	76,324	77,044	78,489	80,659	81,379	83,454

Longevity in District

Years of Service in District	Payment
21-23	\$861
24-27	\$1,353
28+	\$1,679

Teachers advance one step each year of this contract

Schedule B
SOUTH HUNTERDON REGIONAL HIGH SCHOOL

SECRETARY'S SALARY GUIDE

2009 – 2010 , 2010 – 2011 , 2011 -2012

Step	2009-2010	2010-2011	2011-2012
1	31,188	31,599	32,181
2	32,265	32,676	33,258
3	33,380	33,791	34,373
4	34,535	34,946	35,528
5	35,730	36,141	36,723
6	36,967	37,378	37,960
7	38,248	38,659	39,241
8	39,574	39,985	40,567
9	40,947	41,358	41,940
10	42,368	42,779	43,361
11	43,839	44,250	44,832
12	45,362	45,773	46,355
13	46,938	47,349	47,931
14	48,570	48,981	49,563
15	50,260	50,671	51,253
16	52,009	52,420	53,002
17	53,820	54,231	54,813

Longevity in District

Years of Service in District	Payment
21-23	\$806
24-27	\$1,285

28+	\$1,595
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Secretaries advance one step each year of this contract.

Schedule C
SOUTH HUNTERDON REGIONAL HIGH SCHOOL

CUSTODIAN'S SALARY GUIDE

2009 - 2010, 2010 - 2011, 2011 - 2009

Step	2009-2010	2010-2011	2011-2012
1	33,470	33,834	34,415
2	34,700	35,064	35,645
3	35,930	36,294	36,875
4	37,160	37,524	38,105
5	38,390	38,754	39,335
6	39,625	39,989	40,570
7	40,860	41,224	41,805
8	42,095	42,459	43,040
9	43,330	43,694	44,275
10	44,565	44,929	45,510
11	45,800	46,164	46,745
12	47,035	47,399	47,980
13	48,270	48,634	49,215
14	49,505	49,869	50,450
15	50,740	51,104	51,685
16	51,975	52,339	52,920
17	53,210	53,574	54,155
18	54,450	54,814	55,395
Head	55,450	55,814	56,395

Custodians advance one step each year of this contract.

Schedule D
SOUTH HUNTERDON REGIONAL HIGH SCHOOL

INSTRUCTIONAL AIDE'S SALARY GUIDE

2009-2010, 2010-2011, 2011-2012

2009-2010	2010-2011	2011-2012
24, 502	25, 200	25, 956

Aides have one schedule of payment each year of this contract

Schedule E
SOUTH HUNTERDON REGIONAL HIGH SCHOOL
DEPARTMENT CHAIRPERSON'S COMPENSATION

2009 - 2010, 2010 – 2011, 2011 - 2012

Years	Base Column I	Per Member Column II
2009-2010	804	211
2010-2011	804	211
2011-2012	804	211

The base stipend for each year of this contract is listed in Column I. Column II refers to the stipend received per each individual within a department each year.

Longevity is based on number of years of experience as department chairperson.
Longevity is added to Column I above.

Longevity Years	2009-2010	2010-2011	2011-2012
1-5	0	0	0
6-10	161	161	161
11-20	325	325	325
21+	487	487	487

Schedule F

SOUTH HUNTERDON REGIONAL HIGH SCHOOL

EXTRACURRICULAR COMPENSATION
2009 - 2010, 2010 - 2011, 2011 - 2012

The Board will annually approve a list of positions for extracurricular purposes. Credit for experience in positions will be given up to 10 years. The stipends listed below are base level salaries.

CREDIT FOR EXPERIENCE IN EXTRACURRICULAR POSITIONS

Credit for Experience Example:

$$\text{Base Level Salary} + [\text{Base Level Salary} \times .02 \times \text{years of experience (up to 10)}]$$

$$\$700 + [\$700 \times .02 \times 10 \text{ years}] = \underline{\$840}$$

The list shall include but not be limited to the following:

LEVEL/POSITION	2009-2010	2010-2011	2011-2012
LEVEL 1			
Head Football Coach	\$8,109	\$8,109	\$8,109
LEVEL 2			
Head Basketball Coach	\$6,719	\$6,719	\$6,719
First Assistant Football Coach	\$6,719	\$6,719	\$6,719
Band Advisor	\$6,719	\$6,719	\$6,719
LEVEL 3			
Head Baseball Coach	\$5,792	\$5,792	\$5,792
Head Softball Coach	\$5,792	\$5,792	\$5,792
Head Field Hockey Coach	\$5,792	\$5,792	\$5,792
Head Wrestling Coach	\$5,792	\$5,792	\$5,792
Second Assistant Football Coach	\$5,792	\$5,792	\$5,792
Vocal Music Advisor	\$5,792	\$5,792	\$5,792
LEVEL 4			
Head Cross Country Coach	\$4,402	\$4,402	\$4,402
Third Assistant Football Coach	\$4,402	\$4,402	\$4,402
JV Basketball Coach	\$4,402	\$4,402	\$4,402

LEVEL/POSITION	2009-2010	2010-2011	2011-2012
LEVEL 5			
JV Baseball Coach	\$4,055	\$4,055	\$4,055
JV Field Hockey Coach	\$4,055	\$4,055	\$4,055
JV Softball Coach	\$4,055	\$4,055	\$4,055
Fall Cheerleading Coach	\$4,055	\$4,055	\$4,055
Yearbook Advisor (2)	\$4,055	\$4,055	\$4,055
LEVEL 6			
Golf Coach	\$3,244	\$3,244	\$3,244
Head Bowling Coach	\$3,244	\$3,244	\$3,244
Winter Cheerleading Coach	\$3,244	\$3,244	\$3,244
Weight Training Coach	\$3,244	\$3,244	\$3,244
Head MS Field Hockey Coach	\$3,244	\$3,244	\$3,244
Head MS Soccer Coach	\$3,244	\$3,244	\$3,244
Head MS Basketball Coach	\$3,244	\$3,244	\$3,244
Head MS Softball Coach	\$3,244	\$3,244	\$3,244
Head MS Baseball Coach	\$3,244	\$3,244	\$3,244
HS Play Director	\$3,244	\$3,244	\$3,244
LEVEL 7			
Band Front Advisor	\$2,549	\$2,549	\$2,549
AV Director	\$2,549	\$2,549	\$2,549
FBLA Advisor	\$2,549	\$2,549	\$2,549
FFA Advisor	\$2,549	\$2,549	\$2,549
LEVEL 8			
Asst. MS Field Hockey Coach	\$2,085	\$2,085	\$2,085
Asst. MS Basketball Coach	\$2,085	\$2,085	\$2,085
Asst. MS Softball Coach	\$2,085	\$2,085	\$2,085
LEVEL 8 <i>continued</i>	2009-2010	2010-2011	2011-2012

Asst. MS Baseball Coach	\$2,085	\$2,085	\$2,085
Newspaper Advisor (2)	\$2,085	\$2,085	\$2,085
MS Play Director	\$2,085	\$2,085	\$2,085
Assistant Bowling Coach	\$2,085	\$2,085	\$2,085
LEVEL 9			
Senior Class Advisor (2)	\$1,738	\$1,738	\$1,738
Summer Weight Training Coach	\$1,738	\$1,738	\$1,738
Key Club Advisor	\$1,738	\$1,738	\$1,738
Ski Club Advisor	\$1,738	\$1,738	\$1,738
Asst. Play Director	\$1,738	\$1,738	\$1,738
HS Musical Director	\$1,738	\$1,738	\$1,738
LEVEL 10			
MS Cross Country Coach	\$1,043	\$1,043	\$1,043
Science Olympiad Advisor	\$1,043	\$1,043	\$1,043
Set Construction Advisor	\$1,043	\$1,043	\$1,043
Sound & Light Director	\$1,043	\$1,043	\$1,043
Junior Class Advisor (2)	\$1,043	\$1,043	\$1,043
Costume Director	\$1,043	\$1,043	\$1,043
Literary Magazine Advisor	\$1,043	\$1,043	\$1,043
MS FFA Advisor	\$1,043	\$1,043	\$1,043
MS FBLA Advisor	\$1,043	\$1,043	\$1,043
LEVEL 11			
Sophomore Class Advisor (2)	\$811	\$811	\$811
National Honor Society Advisor	\$811	\$811	\$811
French Honor Society Advisor	\$811	\$811	\$811
Spanish Honor Society Advisor	\$811	\$811	\$811
Model UN Advisor	\$811	\$811	\$811
SADD Advisor	\$811	\$811	\$811
LEVEL 11 continued	2009-2010	2010-2011	2011-2012

Student Senate Advisor (2)*	\$811	\$811	\$811
LEVEL 12			
MS Student Council Advisor (2)*	\$695	\$695	\$695
Freshman Class Advisor (2)	\$695	\$695	\$695
Gourmet Crafters Advisor	\$695	\$695	\$695
Art Club Advisor	\$695	\$695	\$695
Robotics Club Advisor	\$695	\$695	\$695
Other Stipends			
Chaperone (per event)	\$51	\$51	\$51
Curriculum Development (per hour)	\$30.66	\$30.66	\$30.66
Saturday Detention (per hour)	\$25	\$25	\$25
Home Teaching (per hour)	\$25	\$25	\$25

() = number of positions each receiving stipend.

()* = if these two positions are assumed by one person that staff member will receiving double stipend.

Schedule G

SOUTH HUNTERDON REGIONAL HIGH SCHOOL

GENERAL LANGUAGE

A. Experience:

1. Experience will count outside of the district in relation to the activity in a school setting.
2. Any experience on a level below the top position in a given category will carry over to any other assistant position within the category.
3. The top position will carry years of experience to a lower level position within the same category or activity.
4. The formula for credit for experience shall be two (2) percent per year for a maximum of ten (10) years, multiplied by the base level salary.

B. Appeals Committee:

1. The Appeals Committee shall be a standing committee, which shall be charged with the responsibility of hearing all appeals. Applications in writing shall be submitted to the committee no later than March 1. An Extracurricular Worksheet must be completed before an appeal may be heard. The committee shall consist of two (2) board members, two (2) Association members and the Superintendent. The Superintendent shall be the non-voting chairman and all recommendations must have a three quarter (3/4) majority.
2. A maximum of twenty-five (25) percent of the positions may be appealed by either group. In the hearing process, when a determination is made in regard to the appeal and agreed upon by both the Association and the Board, said determination shall be final as to the level. Reduction in salary is possible within this framework, as is an increase. The reduction in salary or increase in salary shall not be retroactive from prior year. Should the affected advisor wish to appeal the committee's decision, a formal interview will be conducted between the advisor and committee as soon as possible and before the next regularly scheduled Board of Education meeting.

C. Creation of New Extracurricular Positions:

1. A staff member may make a request to the Superintendent to create a new extracurricular position. The staff member will complete the Extracurricular Worksheet describing the position and its responsibilities. The Superintendent may recommend that position to the Board of Education for approval. The Appeals Committee will meet to determine the level to be paid for the position.