

AGREEMENT

Between the

PEQUANNOCK TOWNSHIP BOARD OF EDUCATION

and the

PEQUANNOCK TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2007

to

JUNE 30, 2010

Agreement

between the

PEQUANNOCK TOWNSHIP BOARD OF EDUCATION

hereinafter referred to as the

"BOARD"

and the

PEQUANNOCK TOWNSHIP EDUCATION ASSOCIATION INCORPORATED

hereinafter referred to as the

"ASSOCIATION"

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ARTICLE 1 DURATION OF AGREEMENT

The Agreement between the Pequannock Township Board of Education and the Pequannock Township Education Association Incorporated shall be effective on July 1, 2007 and shall remain in effect thereafter until June 30, 2010, subject to the right of the Association to negotiate a successor agreement.

This Agreement may be extended beyond the period cited above through written mutual agreement of both parties.

PEQUANNOCK TOWNSHIP  
EDUCATION ASSOCIATION,  
INCORPORATED

Lee Ann Brensinger  
President  
susan Berardinelli  
Secretary

PEQUANNOCK TOWNSHIP  
BOARD OF EDUCATION

Kenneth Hardaker  
President  
Steve J. DiGeronimo  
Board Secretary

#### ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

The Board and the Association agree to begin negotiations over a successor agreement in accordance with N.J.S. 34:13A.1 et seq.

The parties agree to enter collective negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission.

#### ARTICLE 3 RECOGNITION STATEMENT

It has been certified that the Pequannock Township Education Association has been designated and selected by a majority of the employees of the Pequannock Township Board of Education, in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act, as amended, the said representative is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment. Pursuant to the Act, the said representative shall be responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership; the said representative and the above-named Public Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment; when an agreement is reached it shall be embodied in writing and signed by the parties; and written policies setting forth grievance procedures shall be negotiated and shall be included in any agreement.

The employee unit includes:

Teachers, librarians, nurses, guidance counselors, special service teachers, child study team members, department chairpersons. Part-time certificated personnel as noted above. Para-professionals (library aides-classroom aides). Secretarial and clerical personnel.

Custodial/Maintenance employees, Mail Carrier/Courier, and Computer Repair Technician.

Aides, (teacher, clerical, bus, lunchroom and playground) and bus drivers who are regularly employed three or more hours per day. \* Coordinator of Data Management

Excluding from the employee unit:

Superintendent, Business Administrator/Board Secretary, Principals, Vice, Assistant and Associate Principals, Dean of Students, Supervisors, Directors (including the Director of Adult Education), Coordinators, Supervisor of School Plant and Facilities, Transportation Supervisor, Board Office Personnel and Secretaries to the Superintendent and Assistant Superintendent, and the Supervisor of Technology/Systems Maintenance and Repair.

B. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

#### ARTICLE 4 GRIEVANCE PROCEDURE

##### A. DEFINITION

A grievance shall mean an appeal by a member of the negotiating unit as defined in Article 3, or the Association concerning the application, interpretation or violation of policies, this agreement, or administrative decisions affecting them, except, that the term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance:

A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

##### B. DECLARATION OF PURPOSE

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement.

#### PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the employee or the Association within 30 school days of the occurrence of the instance. If the grievance is not filed within this time limit, the grievance shall be waived.

2. In all stages of the procedure an employee or the Association affected by this agreement may:

a. act on his/her own behalf.

b. be represented by representatives of his/her or its own choosing.

3. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

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

4. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced to calendar days so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant and the Board and/or their designated or selected representatives.

#### LEVEL 1

A. Any employee who has a grievance shall discuss it first with his Principal or Supervisor in an

attempt to resolve the matter informally at that level.

B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the Principal specifying:

1. The act or omission giving rise to the grievance and date
2. The basis for the grievance (i.e., specific reference to contract, policy, or administrative decision)
3. Relief sought

The Principal shall communicate his decision in writing to the employee within 3 school days of receipt of the grievance.

C. The Association shall process all grievances beyond level 1.

#### LEVEL 2

A. The Association on its own behalf or on behalf of the employee, not later than 5 school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above. The Superintendent shall meet with the concerned parties, and shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days.

The Superintendent shall communicate his decision in writing to the Association and the Principal within that 10-day period. Beyond Level 2, a grievance will not be processed if it applies to:

1. Any matter for which a specific method of review is prescribed and which is directly applicable to grievance in point and expressly set forth by law or any specific rule or regulation of the State Commissioner of Education.
  2. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed.
    - a. For Custodial and Maintenance Personnel, any employee discharged after the probationary period (6 months from the beginning date of the initial employment contract) shall have the right to file a grievance concerning his/her specific discharge which shall terminate at Level 3 of the grievance procedure.
- B. 1. The Superintendent will, however, review with the non-tenure employee the reasons for his/her not being re-employed. At this conference the employee shall be entitled to representation of his/her choice. Said conference shall be held no later than 5 days after notification of employment termination.
2. The Board of Education will affirm or deny the decision of the Superintendent.

#### LEVEL 3

- A. If the grievance is not resolved to the Association's satisfaction, no later than 5 school days after receipt of the Superintendent's decision, it may request a review by the Board of Education. 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 of Education.
- B. The Board, or a committee thereof, shall review the grievance, hold a hearing with representatives of the Association if requested, and render a decision in writing within 15 calendar days after the holding of the hearing. If a hearing is not requested, the Board shall render a decision within 15 calendar days of the receipt of the appeal. Both parties may mutually agree to waive the grievance to arbitration.

#### LEVEL 4

- A. Beyond Level 3, grievance shall mean an appeal by the Association processed through Level 3 according to this agreement or an appeal by the Board, concerning the application, interpretation or

violation of this agreement. Exceptions noted previously in this grievance procedure are excluded from Level 4. Only grievances based solely on a claimed violation, misapplication, or misinterpretation of the express written terms of this locally written agreement may be submitted to arbitration.

- B. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance so defined in Paragraph A, Level 4, it may within thirty (30) days after receiving the statement, refer the grievance to arbitration by requesting that an Office of the Public Employees Relations Commission propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Association.
- C. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and of the Association shall strike names from the list until one ultimately is designated as the arbitrator.
- D. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without the power or authority to make any decision that requires the commission of an act prohibited by law which is volatile of the terms of this Agreement. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. Grievances based upon Articles 5D, 16B3 and 25 may not be submitted.
- E. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.
- F. The election to submit a grievance to arbitration shall automatically be waiver of all other remedies or forums which otherwise could be available.

#### ARTICLE 5 EMPLOYEE RIGHTS

- A. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except insofar as it affects his teaching and his relations with students.
- B. Pursuant to N.J.S. 34:13A-1 et. seq., public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S. 34:13-1 et. seq., or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- C. Whenever any employee is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that employee, in his/her office, position, or employment or the salary or any increments pertaining to, then he/she shall be given prior written notice or the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing to advise and represent him/her during such meeting or interview.
- D. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Pequannock Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade shall be changed without prior knowledge of the teacher. Principal making the change will give reasons for change and assume all responsibility therefore.
- E. No employee shall be prevented from wearing an official pin or insignia identifying membership in the Association or its affiliates. No employee, during the discharge of their responsibilities as an employee, shall wear anything which can be construed as campaign material reflecting issues relating to the Pequannock Township Board of Education or to the administration of its schools.
- F. All employment contracts for tenured employees shall contain a clause specifying that a written sixty (60) day notice shall be given by either party for the termination of employment. Contracts for non-tenured employees shall contain a clause specifying that a written thirty (30) day notice

shall be given by either party for the termination of employment.

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the New Jersey Education Association, the Morris County Council of Education Associations, and National Education Association shall be permitted to transact official business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the Administration has been duly notified and approval has been secured.
- B. The Association and its representatives shall have use of the school buildings at reasonable times. However, the request for such use must be submitted to the Building Principal 24 hours in advance of this time, so that the Building Principal will have ample time to honor the request. The Building Principal will make every effort in good faith to accommodate the Association's request for meetings in an emergency.
- C. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin board shall be shown to the Building Principal. It is expected that teachers will exercise good professional judgment in the selection of materials to be posted.
- D. The Association agrees that Association officers and committees will not perform Association business during the school day exclusive of lunch time and other granted released time.  
  
The Association agrees that posters or announcement pertaining to the Association affairs will not be posted on bulletin boards in any area accessible to the public or the students unless such have first been approved by the Principal.
- F. The Board agrees to make available to the Association, in response to reasonable requests from time to time, that information which is in the public domain, and other materials and information deemed necessary and feasible by the Superintendent for the construction of sound proposals and practices.
- G. State and national representatives will first report to the Principal and secure permission before visiting the school or meeting with individual teachers during normal school hours.
- H. The Association shall have the right to use the inter-school mail facilities and school mail boxes to distribute information to its members as it deems necessary and without the approval of the Building Principals or other members of the administration.
- I. An Association Representative may request speaking time at the conclusion of a regular building faculty meeting when the Principal's agenda has been completed.

#### ARTICLE 7 SCHOOL CALENDAR

- A. The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education after consultation with the Association.
- B. Employee attendance (except Custodial and Maintenance) shall not be required whenever student attendance is not required due to inclement weather or in a specific building when conditions in that particular building cause early dismissal for the pupils assigned to that building except in an extreme emergency as determined by the Superintendent of Schools.
- C. The Board agrees to consult with the Association considering any changes in the established calendar.
- D. When any school in the district is closed due to inclement weather then all schools in the district will be closed.
- E. If a staff member is absent on a state or national holiday when school is in session, the staff member is required to make-up that day on the first week day immediately after the last official reporting day for teachers. Absences approved in the Board/Association Agreement are not affected.

- F. The last two student days shall be single session days for students.

Teachers shall use the afternoon for end of the year duties. No professional development will be scheduled on these two days.

## ARTICLE 8

### TEACHING HOURS, TEACHING LOAD, LENGTH OF DAY,

### HOLIDAYS AND WORK YEAR

- A. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
- B. 1. At the beginning of each school year, the administration (not including the Superintendent) in each building will reserve a day of the week for meetings. This day will not be deviated from except in case of emergency as determined by the administration.
2. Department leaders will reserve one (1) additional day per month for meetings with teachers assigned to their departments.
3. Meetings called for building, grade level, departmental, subject matter, or similar staff groupings on the opening day for teachers shall not be included in the determination of the number of meetings for the month of September for any of these employee groups.
4. In case of snow days, holidays, or emergency cancellations, the aforementioned reserved days may be changed in the week in which the situation occurs.
5. Teachers are expected to be available either before or after the normal teacher reporting time or teacher departure time for meetings and/or conferences with students, parents and their administrators (including the Superintendent),
- All teachers shall attend meetings called by the administration as a regular part of their duties unless otherwise excused by the administration. Administrators shall not schedule meetings during teachers' lunch time. 7. Teachers shall be required to participate in district staff development programs scheduled during the normal school day as requested by the Administration.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period if they sign in and out.
- D. Unless required by emergency or necessity, (i.e. as cited in B-1 and 3 above), faculty meetings shall not be called on Fridays or on any day immediately preceding a scheduled holiday.
- E. 1. Flexible hours are permissible for guidance, nurses, librarians, and other teachers. The working day is to be consistent with the normal work load for members of the unit.
- Flexible hours are not permitted to include a paid extra curricular activity in a regular teaching load.
- If a before or after school academic class or learning activity needs to be scheduled, teachers will be assigned flexible hours, on a voluntary basis, with the approval of the Board of Education and the Association.
2. Part-time teachers who are paid at an hourly rate will not be held responsible for the performance of any work except for work performed during their paid work time.
- F. The building principal shall have the authority to assign a teacher to cover a class or supervisory duty on an emergency basis. Teachers assigned in this fashion will be paid at the current rate per hour for part-time certificated employees as indicated in Article 32, A.5. n for each scheduled period of such service.



The administration has the right to assign any or all certificated teaching employees to the same maximum limit of pupil contact time as expressed in this Agreement for certificated teaching employees in the grade level of his/her/their primary responsibility, which shall be determined by the home base assignment of the teacher.

Both parties to this agreement strongly encourage that prep time be used to perform other tasks related to the assignment of the teaching employee.

#### G. HIGH SCHOOL

Commencing with the 2008-09 school year, teachers within the four core academic departments (Math, English, Science and Social Studies) will meet up to two (2) times per week for PLC meetings during a common preparation time and on a day in which teachers have two preparations in their schedules. These PLC meetings will be facilitated by the Administration. Teachers attending PLC will be reimbursed per period according to the stipend for class coverage.

Commencing with the 2009-10 school year, the maximum daily pupil contact time for each full time teacher shall be 240 minutes per day. This shall exclude 30 minutes of PLC (maximum of 150 minutes per week), 3 minutes of student supervision before school, 24 minutes of daily supervised passing time during the school day and 3 minutes of supervision after school dismissal. In addition, each full time teacher shall be scheduled with a minimum of 90 minutes of non-consecutive duty-free preparation time each day, in minimum blocks of 30 minutes.

#### H. PEQUANNOCK VALLEY

Commencing with the 2009-10 school year, the maximum daily pupil contact time for each full time teacher shall be 240 minutes per day. This shall exclude 40 minutes of PLC, supervised passing time, 5 minutes of student supervision before school, and 5 minutes of supervision after student dismissal. In addition, each full time teacher shall be scheduled with a minimum of 80 minutes of non-consecutive duty-free preparation time each day. Each full time teacher shall be scheduled with a 40 minute duty free lunch period per day. Supervision assignments may be shifted during the school year. Covering a class on a temporary basis is considered a supervision period.

A PV Scheduling Committee will look at scheduling at the school. The committee would be chaired by the building principal and he would select a minimum of one representative from each discipline to be a member. The recommendations of the committee shall be made to the Board and the Association by December 31, 2008. If accepted by the Board these changes shall be implemented on September 1, 2009.

#### I. K-5 SCHOOLS

The maximum weekly pupil contact time for classroom and special subject teachers, grades K-5, shall be 1460 minutes per week. This time shall include classroom teaching during the regular pupil day. Each teacher shall be scheduled with one 50 minute duty-free lunch period each day and 240 minutes of duty-free preparation time each week. Preparation time for teachers will be provided in blocks of at least 30 minutes. Teachers will not be assigned any teaching or supervisory duties during the 5 minute time periods before students' reporting time or after students' dismissal time.

#### J. CUSTODIAL/MAINTENANCE PERSONNEL

1. All custodial and maintenance personnel will be entitled to the following paid holidays inclusive of all past practices:

Independence Day	First regular working day
Labor Day	after Christmas
Columbus Day	New Years Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day

Friday after Thanksgiving

Good Friday

Christmas Day

Memorial Day

An additional day to be mutually agreed to on an annual basis by the Administration and the Association.

Veterans' Day shall be observed on the Friday of the NJEA Convention. Presidents' Day shall be observed on the day so designated or on the Monday of winter recess.

When school is in session or a school activity is scheduled on a designated holiday, a mutually agreed day will be substituted.

All employees shall be scheduled to take the following days on the day of the holiday: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day and Memorial Day.

2. On days when schools are closed because of storm, mechanical failures or other emergency all custodial and maintenance personnel are required to report for work at their respective school (snow shoveling, etc.). Night workers will receive a call when schools are closed indicating that they should report for work for the day shift.
3. The work week for custodial and maintenance personnel is forty (40) hours. The work week shall be interpreted to be Monday through Sunday. All hours in excess of forty (40) hours will be compensated at a rate of one- and one-half times the employees' regular hourly rate. Sick and personal days shall not be counted as days actually worked. During school recess or vacation, the regular hours for all employees will be from 7:30 a.m. to 4:00 p.m., which includes one-half hour for lunch, except as provided in section J.4. below.

Assignment to overtime duty rests with the supervisor in charge of custodial and maintenance services and will be distributed equitably. All overtime assignments are to be authorized by the appropriate administrator.

Overtime shall be rotated among the qualified employees in each building and the head custodians will be responsible for keeping an accurate list of the overtime worked in that building. A refusal to work constitutes an opportunity missed in the rotation.

4. a. Custodial and Maintenance Employees - Vacation with pay

After 1 year of service	-	10 days with 5 days available
		After 6 months
After 5 years of service	-	15 days
After 10 years of service	-	17 days
After 15 years of service	-	20 days
- b. All custodial/maintenance employees shall have a base anniversary date of July 1 for purposes of calculating vacation time. The starting base date shall be the July 1 of the year of employment for any employee beginning work on or prior to December 31. The starting base date shall be the subsequent July 1 for any employee beginning work on or after January 1. Vacation days earned during the period of employment in the first fiscal year shall be prorated and available according to the above schedule.
5. Weekend/Holiday inspections shall be performed by the staff assigned to each building on a rotating basis. The staff member scheduled to perform these inspections shall be paid at a rate of one and one-half times the employee's hourly rate. The inspection shall normally take one half-hour per day.
6. Employees called in on an emergency basis shall be paid for a minimum of two hours at a rate of one and one-half times of the employee's hourly rate.

K. SECRETARIAL PERSONNEL

1. a. The work year for twelve month secretarial employees shall be from July 1 through June 30 except for designated vacation days and holidays as per the school calendar. In addition they shall not be required to work on Independence Day and Labor Day. Should Independence Day fall on a Saturday or other non-work day, the employees shall be entitled to the paid holiday on the nearest work day.

It is agreed that should the school calendar return to include a winter recess, this period shall not be considered additional holiday leave for secretarial employees.

- b. Secretaries who volunteer to work during the designated holidays shall do so at the straight time salary on an hourly basis for all additional time worked.
- c. Full time secretarial employees shall work 7 hours per day excluding the lunch hour. Hours will be arranged by the appropriate administrator with the approval of the Superintendent.
- d. Hours for part time secretarial employees as identified in the Recognition Statement shall be determined by the appropriate administrator and submitted to the Superintendent for approval. These hours will not change prior to the opening of school for pupils or after the close of school for pupils. Any change in scheduled working hours will be made on a voluntary basis with the approval of the Association. The total hours per week will not be reduced during the contract year.
- e. Overtime for any secretarial employee must be approved in advance by the appropriate administrator who must have the prior approval of the Business Administrator/Board Secretary.

Secretarial employees will be compensated for overtime at the following rates:

- (1) Pay at one and a half times the established hourly rate, or compensatory time at one and a half times the hours worked for all required work beyond the established 35 hour work week or during a scheduled vacation period.
- (2) Pay at twice the established hourly rate or compensatory time at twice the hours worked on Sundays or holidays designated in this agreement.
- (3) A record of all hours worked in excess of the normal work day must be submitted to central office by the employee through the immediate supervisor and/or principal on the last day of each month.

2. a. Full time twelve (12) month Secretaries only—Vacation with pay:
- |                             |                               |
|-----------------------------|-------------------------------|
| After 1 year of service -   | 10 days with 5 days available |
| After 6 months              |                               |
| After 5 years of service -  | 15 days                       |
| After 10 years of service - | 17 days                       |
| After 15 years of service - | 20 days                       |
- b. Secretarial employees shall have a base anniversary date of July 1 for purposes of calculating vacation time. The starting base date shall be the July 1 of the year of employment for any employee beginning work on or prior to December 31. The starting base date shall be the subsequent July 1 for any employee beginning work on or after January 1. Vacation days earned during the period of employment in the first fiscal year shall be prorated and available according to the above schedule.
3. Ten (10) Month employees transferring to a 12 month position will receive credit toward vacation entitlement for years spent as a 10 month secretary.

A part time employee will receive exact prorated credit based on the months worked.

4. Vacation days for 12 month secretaries will generally be taken during the months of July and August. Vacation time may be taken at other periods with the following limitations:
  - a. At least 50% of vacation time must be taken during the months of July and August.
  - b. Vacation time taken while school is in session is limited to a maximum of five (5) consecutive working days.
  - c. Vacation time taken while school is in session may not be taken during the months of September and June.
  - d. Only one secretary at a time from each building may be on a vacation when school is in session.
5. Ten month secretary work year shall be from September 1 to June 30.
6. Ten month secretaries shall be paid .85 of the appropriate step on the 12 month secretary's guide.

L. AIDES

1. The consecutive daily work hours for an aide in the respective building to which the aide is assigned shall be identical to that of the teachers in the building as follows:

High School: 7 hours 15 minutes 7:45 am - 3:00 pm

Middle School: 6 hours 50 minutes 8:10 am - 3:00 pm

Elementary: 6 hours 40 minutes 8:30 am - 3:10 pm

An aide may, however, be assigned to more than the consecutive total daily work hours as outlined if there has been PTEA and individual aide approval of both time and extra compensation for time beyond these consecutive total daily work hours. Any modification of the above times must be agreed to by the individual aide and by the PTEA.
2. An aide shall have a total lunch/coffee break time of one hour each day, this total time to be included within and part of the consecutive daily work hours as noted in 1.
  - a. An aide shall have a lunch period of the same length as a teacher in the respective building to which the aide is assigned as follows:

High School - 40 minutes

Middle School - 30 minutes

Elementary School - 50 minutes

This lunch period shall coincide with a designated class period at the middle school and high school.
  - b. An aide shall also have a daily coffee break, the timing of such break to be determined by the teacher/administrator to whom the aide is assigned.
3. The duties and responsibilities of an aide shall be defined by the teacher/administrator to whom the aide is assigned and may include, but shall not be limited to:
  - 1 Assistance to a teacher and/or library media specialist in a classroom, laboratory or library media center (materials preparation, objective review of student work, supervision of student(s), individual and small group review of work, remediation with student(s), parent contact by phone, hand written and/or computerized data entry/date retrieval);
  - 2 Assistance to supervisory/administrative/other support personnel throughout the

district (materials reparation, non-classroom supervision, records maintenance, parent contact by phone, hand written and/or computerized data entry/data retrieval);

but shall exclude the preparation of correspondence and evaluations and the taking of dictation, said work having been determined to be clerical in nature or work of a specialized nature which is the responsibility of AVA/data processing personnel.

M. BUS DRIVERS

1. Bus drivers shall be assigned as required to provide transportation to, from and among the several schools of the district. All driving service rendered by regularly appointed bus drivers shall be paid at the established contractual rate of the individual driver. Premium pay for services beyond (40) forty hours per week shall be at time and a half of the regular hourly rate. Double time will be paid for all driving service required to be performed on Sundays and/or holidays recognized in this contract. Overtime shall be shared among bus drivers on as near equal basis as may be practical.

- N. Flexible hours are permissible for aides, secretaries, custodians, maintenance personnel, transportation personnel and all other support staff on a voluntary basis. If there are no volunteers, employees shall be assigned by the Administration. The length of the work day shall be consistent with the length of the normal work day or consistent with the normal work load for members of the unit.

If flexible hours are utilized, the start of the work day may be adjusted up to two (2) hours from the start of the normal work day. The assigned work day will be enforced for the entire work year for that employee unless there is a mutual agreement between the Board and the Association for a modification.

O. COMPUTER TECHNICIANS

1. a. The work year for twelve-month computer technicians shall be from July 1 through June 30 except for designated vacation days and holidays as per the school calendar. In addition they shall not be required to work on Independence Day and Labor Day. Should Independence Day fall on Saturday or another non-work day, the employees shall be entitled to the paid holiday on the nearest workday.
- b. Computer technicians who volunteer to work during the designated holidays shall do so at straight time salary on an hourly basis for all additional time worked.
- c. Full-time computer technicians shall work eight (8) hours per day including the lunch hour. Hours will be arranged by the appropriate supervisor with the approval of the Superintendent.
- d. Hours for the part-time computer technicians as identified in the Recognition Statement shall be determined by the appropriate supervisor and submitted to the Superintendent for approval. A flexible-hours schedule, as appropriate, shall be determined by the supervisor and submitted to the superintendent for approval.
- e. Overtime for any computer technician must be approved in advance by the appropriate supervisor who must have the prior approval of the business administrator. Overtime shall be defined as weekly hours in excess of forty (40) actual hours on the job.

Computer technicians will be compensated for overtime at the following rates:

1. Pay at one and one-half times the established hourly rate, or approved administrative leave with pay at the rate of one and one-half hours for each hour worked beyond a forty- (40) hour work week or during a scheduled vacation period.
2. Pay at twice the established hourly rate or approved administrative leave with pay at the rate of two

hours for each hour worked on Sundays or holidays designated in this agreement unless scheduled as part of flexible hours.

3. A record of all hours worked in excess of the normal workday must be submitted to central office by the employee through the immediate supervisor and/or principal on the last day of each month.
- 2 a. Full time twelve-(12) month computer technicians only-vacation with pay:

After 1 year of service	- 10 days with 5 days available
	after 6 months
After 5 years of service	- 15 days
After 10 years of service	- 17 days
After 15 years of service	- 20 days
- b. Computer technicians shall have a base anniversary date of July 1 for purposes of calculating vacation time. The starting base date shall be July of the year of employment for any employee beginning work on or prior to December 31. The starting base date shall be the subsequent July 1 for any employee beginning work on or after January 1. Vacation days earned during the period of employment in the first fiscal year shall be prorated and available according to the above schedule.
4. Vacation schedule for twelve(12) month computer technicians will be as determined by appropriate supervisor with the approval of the Superintendent. Vacation time taken while school is in session may not be taken during the months of September and June.

P. COORDINATOR OF DATA MANAGEMENT

1. The Coordinator shall be granted twenty (20) vacation days, annually, all of which shall be available to the Coordinator on July 1<sup>st</sup> of the following year, beginning July 1, 2007, unless otherwise agreed to by the Board. The Coordinator may carry over up to ten (10) unused vacation days per year.
2. The Coordinator shall be entitled to all holidays granted to any other twelve month Administrator in the district, as well as the days referred to as "Winter Recess" on the approved school calendar.

ARTICLE 9 CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availabilities of qualified teachers, and the best interest of the District as being administratively feasible and educationally sound. The Board recognizes the class size recommendations of the State Department of Education and takes them into consideration in their planning. However, this will not hinder the flexibility of the School District in establishing class size involving team teaching, large group instruction and other educational innovations.

ARTICLE 10 NON TEACHING DUTIES

Any mileage incurred by an employee using his/her own personal auto in performance of official school business and approved by the Superintendent (in advance) shall be paid at the specified annual mileage rate designated by the Internal Revenue Service that is in effect July 1 of each contract year. The Business Administrator will notify the Association of the Internal Revenue Service rate that will be in effect by July 31 of the contract year.

ARTICLE 11 MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A definition of the duties, responsibilities and procedures to be used by all administrators and teachers pertaining to student behavior shall be reduced to writing by the Superintendent and presented to each teacher at the beginning of each school year.

ARTICLE 12 EMPLOYMENT

- A. Each employee shall be placed on his/her proper step of his/her salary schedule. Nothing in this clause can be construed to mean that the Board has waived either the right to grant an extra increment or to withhold an increment.
- B. Within one calendar week prior to issuance of contracts, except as provided by law, employees not being re-employed in the District shall be so notified.
- C. As a matter of professional courtesy, all employees will notify the Board of their intent within fifteen (15) calendar days after receiving their notification of their contract and salary status.
- D. Employees serving a major fraction of a school year will be placed on the next step of the salary guide for the next school year subject to the Board's right to withhold an increment.
- E. Employees shall receive notices of continuation of employment, or notice that their employment will not be continued for the ensuing year not later than June 1. Such notice shall indicate the salary rate, subject to negotiation.
- G. In case of reduction-in-force, non-certificated employees shall be laid off in the inverse order of seniority within their classification.

#### ARTICLE 13 EMPLOYEE ASSIGNMENTS

- A. Assignment is defined as the specific grade level or combination of subjects, levels and other major scheduled nonacademic assigned duties to be performed by a teacher. Teachers will be given notice of assignment as soon as firm scheduling permits, and no later than the final day of the school year except in unusual circumstances as determined by the Superintendent.
- B. All teachers shall be given notification of their salary schedules, and tentative class or subject assignment, building assignment and room assignment for the forthcoming year as soon as firm scheduling permits, and no later than the final day of the school year except in unusual circumstances as determined by the Superintendent. In the event of a change in assignment the teacher will be notified in writing of such change as soon as possible to allow the teacher to prepare for the assignment.
- C. In the event that changes in such schedules, class, room and/or subject assignments or building assignments, are made after the last day of school for teachers, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his/her representative and the teacher affected and, at his/her option, a representative of the Association.
- D. Assignment shall be made at the discretion of the Administration and within the area of teacher competency, teaching certificate or their major or minor field of study.
- E. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

#### ARTICLE 14 TRANSFERS AND REASSIGNMENTS

- A. A transfer is defined:
  - 1. A change from one building to another.
  - 2. Teachers who desire a change in grade level and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent before March 15. Such statement shall include the grade level and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Such requests may be acted upon without further consultation with the teacher.
  - 3. Non-certificated employees who desire a transfer to another building may file a written statement of such desire with the Superintendent, on or before March 15. Such requests may be acted upon without

further consultation with the employee.

4. The Superintendent, or his designated representative will give consideration to the preference requested but may approve or deny transfer.

B. Reassignment:

The parties recognize that in order to meet the staffing needs of the District it is often necessary to reassign an employee involuntarily. Such reassignment shall first be discussed with the employee involved before final determination is made by the Superintendent.

#### ARTICLE 15 PROMOTIONS

A. Promotion is the movement of an employee to an administrative or supervisory position or to a position with a wage or salary differential. The Board will consider all qualified applicants from within or outside of the District. The Board's failure to promote any employee shall not be subject to the grievance procedure.

B. All vacancies shall be adequately publicized in accordance with the following procedure:

A notice, setting forth the title of the position, a general description of duties, the qualifications required, the amount of salary, if known, or salary range, and the time limit and directions for submitting applications, will be posted in each building as far in advance as practicable, ordinarily at least fifteen (15) school days before the applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. All qualified employees shall be given an adequate opportunity to apply.

1. Ten month employees who wish to receive notices of vacancies occurring during the summer may do so by depositing self-addressed envelopes for that purpose with the Board Secretary in June of each year.
2. The Association will be promptly notified of the identity of the person appointed to each vacancy.

C. In filling promotional vacancies to administrative or supervisory positions, the Board shall consider the professional qualifications background, attainments and other relevant factors, including service in the School District, of all applicants from within the School District, as well as applicants outside the School District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

#### ARTICLE 16 EMPLOYEE'S EVALUATION

A. The present practices of the Administration in carrying out the policy of the Board in reference to the evaluation of employees shall continue, and shall not be changed without prior notification to the Association.

B. Teachers

1. Teachers shall be evaluated only by the persons certified by the New Jersey State Board of Examiners to supervise instruction.
2. The Evaluation Procedure shall be uniform in all schools.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Closed-circuit television, public address or audio systems, and similar devices shall be used only with the full knowledge of the teacher. There shall be no monitoring of the lounges and workrooms.
4. After any formal in-class observation, the teacher shall be given a copy of the Classroom Observation Form within five (5) school days after the observation, and at least one (1) day prior to the conference. The conference shall be held within a period not to exceed ten (10) school days following the



observation.

5. At such conference the teacher shall be prepared to discuss his strengths and weaknesses, and means by which strengths can be continued and weaknesses improved.
6. The observer's copy of the Classroom Observation Form shall be signed by the teacher to indicate he/she has seen it. The Form must be signed by the conclusion of the conference.
7. The teacher shall have the right to supply the observer with a written reply to the observation. Any written reply by a teacher shall be given to the building principal no later than ten (10) school days after the conference is held.
8. Evaluators will be encouraged to place in the file information of a positive nature indicating special competencies, performances, or contributions of an academic, professional, or civic nature. All positive material received from and signed by responsible sources concerning a teacher's conduct, service, or character may be placed in the teacher's file. Every effort will be made to provide the teacher with a copy of all positive communications in regard to his/her work.
9. All information related to a teacher's evaluation shall be considered as privileged information and be treated confidentially.
10. Any question or criticism by Supervisors, Administrators, and Board Members of a teacher and his instructional methodology shall be made in confidence and not in the presence of students and parents.
11. Any question or criticism by a teacher of Supervisors, Administrators and Board Members shall be made in confidence and not in the presence of students and parents.
12. The parties agree that the Board will propose a new evaluation procedure/form and that the same shall survive this Memorandum of Agreement.

C. Support Staff

1. Each custodial and maintenance employee will receive two (2) written evaluations on the form provided for this purpose each year, the first no later than January 1 and the second no later than June 1. Either the evaluator or the employee may request a conference upon receipt of the form by the employee as well as at other reasonable time.
2. An evaluative conference shall be held with each secretarial and other support staff employee at least once each school year by the building principal, vice principal or other appropriate supervisor. This conference shall take place no later than April 30, of each year.
3. The evaluation procedure shall be reasonably uniform in all schools.
4. The employee shall be given a copy of the evaluation.
5. The employee shall initial the original evaluation form to indicate he/she has seen it.
6. The employee shall have the right to supply the evaluator with a written reply to the evaluation.
7. All information related to an employee's evaluation shall be considered as privileged information and be treated confidentially.
8. Any criticism by supervisors, administrators and Board members of an employee shall be made in confidence and not in the presence of students, parents, teachers or other employees.
9. Any criticism by an employee of supervisors, administrators and Board members shall be made in confidence and not in the presence of students, parents, teachers or other employees.

ARTICLE 17 EMPLOYEE'S FACILITIES

- A. Each school will have the following facilities:

1. a. Space in each classroom in which teachers may store instructional materials and supplies,
  - b. Space in each building in which auxiliary teachers may store instructional material and supplies.
  2. A room to be used as an employee lounge. To the extent possible without cost for construction or renovation of existing facilities, excluding minor alterations such as shelving and removal of doors and the like, said lounge will be in addition to the aforementioned employee work area.
  3. A rest room for employees.
  4. To the extent feasible and provided no substantial investment is necessary, off- street paved parking facilities shall be provided for employee use.
  5. The Board will make every reasonable effort to provide a room adequate to maintain the confidentiality necessary for the individual testing of students by Child Study Team members and for conferring with parents about the results of such testing.
- B. Employees shall cooperate in good housekeeping practices in the above facilities at all times.

#### ARTICLE 18 INSURANCE PROTECTION

- A. The 1997-98 level of health benefits shall be maintained at Board expense for all employees on staff prior to July 1, 1996. The Board shall provide, at Board expense, Point of Service (POS) individual or family coverage at the 1997-98 POS level of benefits for all employees joining the staff on or after July 1, 1996. These employees shall have the option to purchase, through the Board at the group rate, any of the other plans offered at the differential cost. Employees hired on or after July 1, 1996 and before July 1, 1998 shall be treated as employees hired before July 1, 1996 should the parties agree on a new group plan.
- B. The Board reserves the right to transfer the health insurance coverage to other companies, but agrees that if this is done the coverage shall be equal to or better than that presently existing. The Board and Association agree to re-open negotiations on the issue of health benefits should either party be desirous of modifying the health insurance programs offered employees.
- C. The Board agrees to provide a family prescription plan as follows:
  1. The Board agrees to pay full premiums for a plan with a co-pay of \$5.00 (brand names) / \$3.00 (generic) for each covered employee subject to a premium cap noted below.
  2. Calculation of the premium cap for years subsequent to 2000-01 shall be calculated as a pool of money based on the 2000-01 family coverage rate (\$1435) increased annually by five (5) per cent and multiplied by the number of covered employees as determined on July 1 of that contract year.  
  
The 2006-2007 rate of \$1,923 will be in effect for the duration of this contract.
  3. Once a determination has been made as to cap, including any possible employee contribution, that formula shall apply for all newly hired employees for that contract year.
  4. Should the cost of the annual premium exceed the amount the Board has agreed to pay, the following options are available to the Association:
    - a. The Association may seek another state approved carrier.
    - b. The Association shall have the right to terminate the prescription insurance and the dollar value of the premium at the time of termination would be added to the salary guides. If such coverage is cancelled, the Association shall hold the board harmless against any employee claim because of such cancellation.
    - c. The Association may agree to have the amount which exceeds the Board's contribution deducted from the employee's pay.

D. 1. The Board will pay premiums for an employee only dental insurance plan. Calculation of the premium cap for years subsequent to 2000-01 shall be calculated as a pool of money based on the 2000-01 rate (\$386) increased annually by five (5%) percent and multiplied by the number of covered employees as determined on July 1 of that contract year. Therefore, the premium cap or the Board's responsibility for the dental plan shall be at the 2006-2007 rate, \$516.00, for the duration of this contract. 2. Should the cost of the annual premium exceed the amount the Board has agreed to pay, the following options are available to the Association:

- a) the Association may seek another State approved carrier;
- b) the Association shall have the right to terminate dental insurance and have the dollar value of the premium at the time of termination added to the salary guides;
- c) the Association may agree to have the amount which exceeds the Board's contribution deducted from the employee's pay.

If such coverage is cancelled, the Association shall hold the Board harmless against any employee claim because of such cancellation.

- E. Employees who are regularly employed 20 hours per week or longer will be entitled to the coverage provided in sections A, C and D above.
- F. No insurance payments shall be made for an employee after the effective date of his/her resignation.

#### ARTICLE 19 TEMPORARY LEAVE OF ABSENCE

A. All employees identified through Article 3 - Recognition contained in this Agreement shall be entitled to the following temporary leaves of absence; such periods of leaves shall be non-cumulative, with no loss of pay, and shall be limited to the reasons listed below.

1. Personal Leave - to a maximum aggregate of five (5) days per school year for the following reasons:
  - a. up to three (3) days for serious illness of mother, father, spouse, significant other, or child(ren). This also pertains to any other family member residing in the household of the employee. Significant Other is an individual who shares a spousal relationship with an employee and is a member of the employee's household and is not related to the employee by blood or marriage.
  - b. to attend or to participate in the marriage of the employee or a member of his/her immediate family as defined in paragraph A.1.a. of this Article.
  - c. to attend or to participate in formal graduation exercises of the employee or his/her spouse and/or child (ren) with a limit of one day for each such graduation being established.
  - d. legal matters, i.e. required, verifiable court appearances; house closings; etc.
  - e. past practices of the Board of Education relative to the observance of religious holidays and/or ceremonies.
  - f. to participate in structured institutes or other such educational programs as approved by the Superintendent when such participation requires a brief absence of the employee at the beginning or ending of the school year.
  - g. up to four (4) days without specifying the reason if it is of a personal nature, subject to the following conditions:

requests for such leave may be denied or postponed by the Superintendent if on any given day the number of such requests exceed ten (10) percent of the total number of employees in the same class of employment in the building or two (2) employees when there are less than twenty (20). requests for such leave will not be approved for teaching employees during the review period preceding examinations or during designated examination periods.

Both parties to this Agreement strongly encourage that use of the personal day without reason shall be limited to the conduct of matters which can not be accomplished during the time school is not in session, or during off-duty hours for individual employees whose daily assignment does not coincide with the time school is in session.

If unused at year-end, one personal day without reason will be added to the employee's accumulated sick days and carried forward as such to the subsequent year.

- h. Requests for leave other than for reasons listed above must be submitted in writing through the appropriate building principal or program administrator to the Superintendent of Schools. Action will be taken on each such request on an individual basis.

2. Bereavement Leave

- a. to five (5) days for the death of spouse or child(ren) of the employee.
- b. to three (3) days for death of mother, father, brother, sister, or grandchild(ren) ; mother-in-law, father-in-law, brother in-law, or sister-in-law of employee.
- c. one (1) day for death of other relatives of the employee.
- d. up to two (2) additional days may be granted by the Superintendent upon request of the employee when travel requirements or other unusual circumstances pertaining to the death of a parent mandate an absence greater than the three (3) days provided for this purpose.

3. Professional Leave

one (1) day to teaching employees to visit another school for observation of a teaching assignment related to his/her own, subject to the following conditions:

- i. the purpose of the professional day must be determined by the Superintendent to be of value to the Pequannock Township School System,
- ii. a written report following such professional day must be submitted by the teaching employee through the Building Principal to the Superintendent stressing the benefits of the day's activities to the Pequannock Township School System.

4. Paternity Leave

to two (2) days upon the birth or adoption of a child new to the household of the employee.

5. Military Leave

provisions of the State law pertaining to the absence of employees undergoing required military field training or attending a required service school will be observed.

6. Association Business

- a. to a maximum aggregate of eight (8) days for Association representatives to attend or participate in conferences, workshops, and conventions of state and/or national professional organizations the purpose(s) of which relates to the assignment, duties and/or responsibilities of the several employee groups covered by this Agreement.
- b. attendance of Association member whose presence is required at formal hearings, appeals, etc. related to the operation of the schools or programs conducted by the Board of Education shall be permitted, with the identification and number of such representatives to be presented by the Association at least one week prior to the scheduled hearing date, with the number of members so attending to be mutually agreed upon by both parties.

B. General Conditions for Temporary Leaves of Absence

- 1. All requests for temporary leaves of absence except those for family illness (1a), personal day without reason (1g) paternity leave (4a), military leave ((5a), and association business (6a) must be

approved by the Superintendent of Schools who is empowered to grant or deny such leaves, considering the best interest in the educational programs of the district in the process.

- a. Requests for temporary leaves of absence, except for family illness purposes or personal leave without reason must be submitted in writing through the Building Principal or other appropriate administrator to the Superintendent at least five (5) days in advance of the start of such absence whenever circumstances permit.
- b. Requests for personal leave without reason must be submitted in the same manner at least twenty-four (24) hours before the start of such absence. The same minimum notice of twenty four (24) hours is expected for temporary leaves of absence for family illness if conditions permit such notice.
- c. In the event the required notice is not submitted, the absence will be considered unauthorized. A salary deduction of 1/200th the annual salary for ten month employees, and 1/240th for twelve month employees will be made for each such day of unauthorized absence. The Superintendent may at his discretion waive the required notice or salary deduction under extenuating circumstances.
- d. Personal leave, except for verifiable court appearances, shall not generally be granted on days immediately preceding or following a scheduled holiday or vacation period, or during the final week of the school session.

#### ARTICLE 20 EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction.
- B. Maternity /Child Care Leave
  1. Maternity and child care leave will be granted according to State statutes and administrative code.
- C. Teaching employees may be granted upon request an Extended Leave of Absence without pay for up to one year's duration to obtain relief from the rigors of teaching. To qualify for such leave the teaching employee must:
  1. Have served a minimum of ten consecutive years as a member of the instructional staff of the Pequannock Township School District.
  2. Apply in writing to the Superintendent at least six months before the leave is to be effective.
  3. Agree that the term of such leave shall be coincidental with the school calendar, and shall be for one full semester or two full semesters in length.
  4. Notify the Superintendent of the intent to return to work at least 45 days before the expiration of said leave.
  5. Not more than two teaching employees can be granted this extended leave for the same period of absence.
  6. Teaching employees who had been granted this extended leave will be eligible for another such leave after completing ten more consecutive years of service as a member of the instructional staff of the district.
- D. Other leave of absence without pay may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.
- E. Upon return from leave granted pursuant to Section A of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he not been absent. An employee shall receive increment credit for time spent on leave granted pursuant to Section B or C of this Article contingent upon the employee having served at least five (5) months during the year in which leave was granted, or six (6) months for 12 month employees.

## ARTICLE 21 DEDUCTIONS FROM SALARY

- A. The board agrees to deduct from the salaries of its employees, dues for the Pequannock Township Education Association, The Morris County Council of Education Associations, The New Jersey Education Association, and The National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Pequannock Township Education Association by the 15th of each month following the monthly pay period in which deductions are made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## ARTICLE 22 BOARD (MANAGEMENT) RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all power, right, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing right.
1. To the executive management and administrative control of the school system and its properties and facilities of its employees.
  2. To establish grade levels and courses of instruction, including special instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  3. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. 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 hereof are in conformance with Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.
- C. Board's right to Innovate and Experiment with New Programs.
1. Every reasonable effort should be put forth by the Board, the Association, the Administration, and the teachers to improve levels, efficiency, and productivity of educational and teaching processes.
  2. The Board shall continue to review, study and effectuate improved teaching methods, plans, programs projects, curriculum, and other innovative means to improve schools and education and training of students. The Board shall continue to participate, when and where feasible and practicable, with governmental units and agencies - local, state, or federal - in such innovative means as it deems necessary to accomplish the improved qualities of education.

## ARTICLE 23 EMPLOYMENT RESPONSIBILITIES

- A. As professionals, teachers are expected to devote to their assignments the time and effort necessary to meet their responsibilities.
1. Teachers may be required to attend, without additional compensation, faculty or other professional meetings which may be convened after student dismissal time.
  2. Teachers will actively participate in the meetings and activities of the School Parents' Group of the

individual school to which they are assigned.

3. Teachers shall ensure that all sides of a controversial issue are presented equally to students and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
4. Teachers shall not seek to advance personal, political or religious views in the classroom.
5. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students on the school grounds as well as in the school building, on regular school days between the scheduled teacher arrival and departure times; and during activities outside the school day to which they are assigned.
6. Teachers shall be required to formulate and enforce high standards of professional calling to the extent that they will police their own ranks to eliminate unsatisfactory teachers and to the extent that they may be held morally responsible for malpractice - the same as would any other professional person.

#### ARTICLE 24 STRIKES, SLOWDOWNS, STOPPAGES

- A. It is agreed that the Association and/or its member-employees shall not call or engage in a strike, or threats thereof, or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations, except as provided by law, providing that no reprisal or coercion shall take place regarding any members of the Pequannock Township Education Association negotiations team as a result of contract negotiations, and that no similar actions shall affect any Pequannock Education Association members during the duration of this contract.
- B. The Association shall not be liable for strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Board operations unless the Association has authorized such strike, cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations or participated in same.
- C. All of the aforementioned agreements on no-strike, no-reprisals shall be predicated on good-faith bargaining conducted by both parties.

#### ARTICLE 25 SUPERVISION OF STUDENT TEACHERS

- A. Supervision by a teacher of a student teacher shall be voluntary.
- B. No teacher shall have a student teacher under his/her supervision unless said teacher has had at least three years of teaching experience, with the most recent year in his present position except in unusual circumstances as determined by the Superintendent.
- C. Each prospective cooperating teacher must accept or reject any student teacher proposed by the Administration within 48 hours of the initial interview by so informing the Principal of the school to which he is assigned.
- D. A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.
- E. The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining in what degrees those responsibilities shall be met.
- F. Prior to the commencement of the student teaching experience the Administration shall request the prospective student teacher visit the Pequannock Township School District for appropriate orientation by the prospective cooperating teacher.
- G. Teachers will follow the rules stipulated in the Pequannock Township Schools Administrative Manual relative to the supervision of student teachers.
- H. In accordance with state regulations, a student teacher cannot be used as a substitute teacher.

## ARTICLE 26 MISCELLANEOUS PROVISIONS

- A. 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.
- B. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board. It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- C. The Board agrees to make available to members of the Unit an opportunity to join a Tax-Sheltered Annuity Program.
- D. The Board agrees to make Salary Savings Deduction Plans available to members of the unit.
- E. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules, and regulations including those set forth in the Board-approved Building Regulations Manual, provided that the provisions of this agreement shall supersede and prevail over any conflicting provisions.
- F. 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 the 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. 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.
- G. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all employees now employed and hereafter employed. Whenever any notice is required to be given by either of the parties or this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by Association, to the Board at the offices of the Superintendent of Schools.
  - 2. If by Board, to Association at the school address of the Association President (summer address during July and August).

## ARTICLE 27 PETTY CASH

Each employee will discuss any requested expenditure of petty cash with the Building Principal or his immediate supervisor; however, authorization must be received from the Principal prior to any commitment of funds being made.

## ARTICLE 28 CONSULTATIVE COMMITTEES

Employees in each building shall elect representatives as a Consultative Committee. There shall be one representative for every ten (10) employees assigned to a building, but in no case fewer than two (2) in any building. Representatives will be elected for two years on a staggered basis so that one experienced person will always serve. Vacancies caused by resignation or by any other event shall be filled as soon as possible by election among the employees in the building involved. The Consultative Committee will meet at the request of the Principal or he with them at their request at reasonable times, but not more frequently than once a month, except by mutual agreement. The purpose of the Consultative Committee is to discuss problems of mutual educational concern with the Principal. It shall be different and apart from the Grievance Committee and shall be consultative, rather than decisive in nature. Operational and functional details not specifically detailed in this article shall be worked out by committee.

There will be a system-wide Consultative Committee to meet with the Superintendent and his designees on matters which cannot be resolved at the building level. This committee will be composed of members of the



building Consultative Committees: two members from the high school, two members from Pequannock Valley School and one member from each of the other schools to be chosen by the Consultative Committee in each building. This Committee will ordinarily meet once each semester. Should the need arise, special meetings will be called by mutual consent.

#### ARTICLE 29 SABBATICAL LEAVE

Full time teachers are eligible to apply for sabbatical leave in accordance with the following provisions:

1. Only permanently certificated teachers who have completed a minimum of seven (7) years continuous service in Pequannock Township are eligible.
2. Sabbatical leave shall be used for the purpose of graduate study, with particular consideration given in those cases of university residency requirements, or other activity approved by the Board of Education.
3. Sabbatical leave shall be for a half school year or a full school year.
4. The term of sabbatical leave shall coincide with the regular school year (September - June 30). Half year leaves shall coincide with either the first or second semester of the school year.
5. Not more than 1% or a minimum of two (2) of the teachers will be eligible for sabbatical leave during any school year. Eligibility extends to two (2) full year leaves or four (4) half year leaves or one (1) full year leave and two (2) half year leaves.
6. Participants in the program shall be awarded during the term of their sabbatical leave, fifty (50) percent of the salary they would have received had they been on duty in the District.
7. Participants in the sabbatical leave program are free to accept governmental and private grants to supplement their salary; however, the total income for the leave program shall not exceed the participant's salary as a member of the staff.
8. Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for two (2) school years following the sabbatical leave. Remission of the total amount expended by the Board of Education shall be made, either in time or money, except in the case of permanent disability or death of the teacher.
9. Persons interested in applying for sabbatical leave should submit their plans to the Office of the Superintendent no later than January 1st of the school year preceding the leave. The application will outline the plan of the teacher.
10. Proposed programs must be approved by the Pequannock Township Board of Education. A five-member committee consisting of two designees of the Superintendent, two appointees of the Association and the Superintendent serving as chairman will meet to consider teacher applications for sabbatical leave and to make recommendations to the Board of Education relative to the granting of such leave.
11. During the sabbatical leave of absence, personnel will report to the Superintendent in writing on January 31st, June 30th and at other reasonable times on request of the Superintendent, concerning their progress in those activities for which leave was granted, and will report specifically any information or ideas gained during the leave which may be of value to the Pequannock Township Public Schools. The final report will include a summary of all the experiences and conclusions drawn which have any bearing on the future performance of their duties and which suggest possible improvements for the Pequannock Township Public Schools.
12. During the period of the sabbatical leave of absence personnel may not engage in any remunerative employment that interferes with or is detrimental to the approved program.
13. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the step and level which he would have achieved had he remained actively employed in the system during the period of his absence.

14. A teacher completing a sabbatical leave will again be eligible for consideration after completing seven additional years of continuous service in Pequannock Township; however, teacher applying for an initial sabbatical leave will be given appropriate consideration.

#### ARTICLE 30

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse a tenured teacher up to six credits a year; a non-tenured teacher up to three credits a year. Reimbursement shall be made at the William Paterson University tuition rate. Reimbursement shall be made for successful completion of graduate courses offered by any accredited college or university with the prior written approval of the Superintendent. The maximum amount of reimbursement for teachers shall be \$65,000 per school year (July 1 - June 30).
- B. The Board shall reimburse a non-certificated employee (or a part-time certificated employee) for the successful completion of job related courses with the prior written approval of the Superintendent up to a maximum of \$225 per year. Reimbursement shall be made after submission of satisfactory evidence of completing course requirements.
- C. A teacher new to the Pequannock Township School District shall attend a total of three (3) orientation/staff development days during the first year of employment. These days shall be in addition to the regular school year staff development days and may be scheduled at the discretion of the Superintendent during the week prior to the first week the teacher reports to work.
- D. The maximum amount of reimbursement for courses taken between July 1 through December 31 shall be \$32,500, to a maximum of \$65,000 in the aggregate for the period July 1 through June 30.

#### ARTICLE 31 SICK LEAVE

- A. Ten month employees shall be entitled to ten (10) sick days with pay, in accordance with the laws of the State of New Jersey then and there in full force and effect. Twelve month employees shall be entitled to twelve (12) sick days per contract year.
- B. Any employee who fails to successfully complete the established procedures at least one (1) hour prior to his/her respective starting time when he/she is absent, shall be docked an amount equal to 1/4 day's pay but not to exceed 1/2 the substitute teacher rate. The Superintendent or Business Administrator may waive the penalty at his discretion when he determines unusual or emergency circumstances.
- C. The Board has the right to seek a medical certificate following a teacher's absence pursuant to Statute (NJSA 18A:30-4).
- D. Any teacher who exceeds his or her accumulated sick leave shall have his pay reduced 1/200 of his/her yearly salary for each day's absence. For non-certificated employees, the deduction will be made at an hourly rate.
- E. The Board of Education will provide written notice of accumulated sick leave to each employee by September 30th of the school year.
- F. When all accumulated sick leave of an employee has been used, the Board may grant on an individual basis additional days of non-cumulative sick leave in accordance with the provisions of the laws of The State of New Jersey when it deems this action to be appropriate.
- G. Employees in the bargaining unit who retire after a minimum of 15 years service to the Pequannock Township School District will be entitled to pay for unused cumulative sick leave according to the formula presented below. The final date for submitting the request for this benefit shall be January 31 of the school year.

The maximum amount of pay for unused sick days as described within this section of the Agreement shall

be \$60,000. If this amount is exceeded by the employees retiring by June 30, of each contract year, their unused sick leave pay will be prorated according to their dollar amount calculated.

#### TEACHING EMPLOYEES

- of cumulative sick days x (# of cumulative sick days - 50) x 80
- of years in district x 10

#### SUPPORT STAFF (12 month)

- of cumulative sick days x (# of cumulative sick days - 50) x 50
- of years in district x 12

#### SUPPORT STAFF (10 month)

- of cumulative sick days x (# of cumulative sick days - 50) x 50
- of years in district x 10

If the maximum amount of payout exceeds \$60,000, each employee shall receive an amount equal to the above formulas x \$60,000 total with no cap

In order to qualify for the benefit, written notice of the intent to retire must be submitted to the superintendent at least five months before the retirement date of the employee. The retirement date must be either the end of the first semester of the school year, or the end of the school year.

Payment of this unused cumulative sick leave will be in accordance with one of the following employee options.

1. Lump sum in July immediately following retirement.
2. Lump sum in January of the school year following the school year of retirement.
3. One-half in July of the retirement year and one half in the following January.

### ARTICLE 32 SALARY GUIDE PROVISIONS

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

#### 1. DEFINITIONS OF LEVELS OF PREPARATION

- Level A: Bachelor's degree: or for those with less than 4 years of preparation 5 years of experience is preferable.
- Level B: Bachelor's Degree + 15 graduate credits.
- Level C: Bachelor's Degree + 30 graduate credits.
- Level D: Master's Degree.
- Level E: Master's Degree + 15 graduate credits.
- Level F: Master's Degree + 30 graduate credits.
- Level G: Master's Degree + 45 graduate credits.
- Level H: Doctorate or Master's Degree + 60 graduate credits.

2. Once teachers reach step 14, he/she remains on that step until reaching his/her 16<sup>th</sup> year in the District (completion of 15 years of service), at which time he/she will move to Longevity Guide A. Teachers will remain on Guide A until completing 20 years of service in the District, at which time he/she will move to Longevity Guide B. Teachers will remain on Guide B until completing 25 years of service in the district, at which time he/she will move to Longevity Guide C. Teachers will remain on Guide C until completing 30 years of service in the district, at which time he/she will move to Longevity Guide D.

## 2. INCREMENTS

Increments as indicated on the Salary Guide are not automatic nor granted for years of service. Increments will be granted subject to the following provisions.

- a. No increment will be granted without a record of satisfactory service as approved by the Superintendent of Schools.
- b. Both the Association and the Board agree that continuing professional growth is important in the field of education and encourage members of the teaching staff to complete work at the graduate level and actively participate on district, department, grade and building level committees.
- c. In order to move to a higher salary level, evidence in the form of an official transcript must be submitted to the office of the Superintendent not later than September 1st of the school year in which the adjustment is to be made. Notification may be given by February 1st of a change in training level with the salary to be pro-rated for the balance of the school year.

## 3. MILITARY SERVICE CREDIT

Employees having served in the active military services of the United States after July 1, 1940, shall be advanced one step beyond their chronological place on the Guide for each year of service, but not more than four years of service will be credited.

## 4. SERVICE INCREMENT

- a. All employees starting their 16th year in this system shall receive a \$299 increase in salary above their attained "step" and "level" in 2007-2008, \$314 in 2008-2009 and \$328 in 09-10.
- b. All employees starting their 21st year in this system shall receive a second such \$299 increase in 2007-2008, \$314 in 2008-2009, and \$328 in 2009-2010.
- c. All employees starting their 26th year in this system shall receive a third such \$299 increase in 2007-2008, \$314 in 2008-2009 and \$328 in 2009-2010.
- d. All employees starting their 31st year in this system shall receive a fourth such \$299 increase in 2007-2008, \$314 in 2008-2009 and \$328 in 2009-2010.
- e. All employees shall have a base anniversary date of July 1 for purposes of calculating the service increment. The starting base date shall be the July 1 of the year of the employment for any employee beginning work on or prior to December 31. The starting base date shall be the subsequent July 1 for any employee beginning work on or after January 1.

## 5. SPECIAL PROVISIONS

- a. Employees will be paid on the 15th and 30th of each month.
- b. Teachers paychecks for the final pay period in June will be available upon certification by the Principal that all work has been completed. No check will be issued prior to the last working day.
- c. When a pay day falls during or on a school holiday, vacation or weekend, employees shall receive their pay on the last previous working day.
- d. Full teaching certification should precede granting of salary column change for graduate credits.

- e. Payment to coaches and cheerleading advisors shall be made three times per season as follows:
- |        |   |                                       |
|--------|---|---------------------------------------|
| Fall   | - | September 30, October 30, November 30 |
| Winter | - | December 30, January 30, February 28  |
| Spring | - | March 30, April 30, May 30            |
- f. Payment to advisors of extracurricular activities will be made twice a year. Payments for fall activities will be made December 15th. Payments for winter and spring activities will be made May 30.
- g. Bookkeeping services performed outside of the normal workday be compensated at the rate of \$4,195 per year at the Pequannock Valley Middle School and \$8,392 per year for the Pequannock Township High School for the 2007-08 school year; \$4,396 and \$8,794 for 2008-09; and \$4,598 and \$9,199 for 2009-2010.
- h. Teachers designated to serve as Team Leaders shall receive a salary supplement of \$7,514 in 2007-2008, \$7,874 in 2008-2009, \$8,237 in 2009-2010. If the Team Leader returns to a regular teaching assignment, the salary supplement shall terminate and the teacher shall be paid at the appropriate step and level of the then current teachers salary guide,
- i. Teachers designated to serve as Student Achievement Team Leaders shall receive a salary supplement of \$8,514 in 2007-08, \$8,926 in 2008-2009 and \$9,337 in 2009- 2010.
- j. A teacher designated as a Department Chairperson shall receive a salary supplement of \$10,072 for 2007-2008, \$10,555 for 2008-2009, and \$11,041 for 2009-2010.
- k. The salary supplement for Team Leader, Department Chairperson, and for Head and Assistant Head Custodian shall be earned and shall be included as part of the employee's annual salary for pension purposes only while the employee is assigned to the these positions. There shall be no entitlement to the stipend nor shall it be part of the employee's annual salary if the employee is not appointed nor designated to serve in these positions.
- l. Compensation for summer services rendered by certificated employees shall vary with the nature of the assignment with per diem rates of pay based upon a six hour working day to be as follows:
- Certificated employees performing curriculum developmental work, fulfilling committee assignments, pursuing research tasks, etc. will be paid at a per diem rate of \$162 for 2007-2008
- \$169 for 2008-2009
- \$178 for 2009-2010
- Certificated employees working directly with students in the same capacity as their regular teaching assignment, i.e. providing direct counseling service, child study team consultations, etc. will be paid at a per diem rate of 1/200 of their yearly salary,
- m. By administrative request, employees who present workshops to other employees on "Inservice Workshop" days scheduled during the teacher work year shall be paid as follows:
- four hours or less - \$84.00 [07-08], \$88 [08-09], \$92 [09-10] more than four hours - \$168.00 [07-08], \$176 [08-09] \$184 [09-10] Workshops scheduled outside the school day or outside the school year shall be paid as follows: \$75 07-08, \$79 08-09, \$82 [09-10]
- n. All guidance counselors will report to work ten working days prior to the first day teachers report for work. Compensation for this will be at 1/200 of their contracted salary per day or with release time during the school year at the ratio of one day off for each day worked.
- o. One full child study team, consisting of a Psychologist, Social Worker, and a Learning Disabilities Teacher/ Consultant, will report to work ten working days prior to the first day teachers report for work. Compensation for this will be at 1/200 of their contracted salary per day or with release time during the school year at a ratio of one day for each day worked. The assignment to this team will be

made by the Director of Special Services who will pick first from qualified volunteers. Employees selected for this team will be notified by May 1.

- p. Instructional staff members serving in special assignments such as classroom coverage, etc. shall be paid at a rate of \$34.00 per class covered in 2007-08, \$35 in 2008-09, \$37 in 2009-10. In class support teacher covering a class in the absence of a regular teacher shall be eligible for stipend for class coverage.
- q. An elementary music teacher who does not receive an extracurricular stipend as a music director/advisor shall receive payment of double the supervision fee for each evening student performance she/he directs.
- r. Mentors shall receive:  
\$1,000 annually or prorated (if part of the year) for mentoring an alternate route novice teacher  
\$550 annually or prorated (if part of the year) for mentoring a provisional route novice teacher
- s. Teachers will be paid \$61.00(2007-2008); \$64.00 (2008-2009); \$67.00 (2009-2010) per event for supervision, done by Administrative request, of programs and activities which occur outside the normal school day. This does not apply to the person or persons directly responsible for the program or activity.
- t. Compensation for the Webmaster shall be \$4,782 (07-08); \$5,011(08-09); \$5,242 (09-10). If agreed, the Webmaster stipend may be divided by assignment to the high school, middle school or elementary level. If divided, each level will be assigned 1/3 of the stipend.
- u. Beginning with the 2008-2009 school year, all elementary teachers will hold parent teacher conferences on a Thursday during the school year, to be scheduled by the Board during the month of November. The Board agrees to provide a dinner allowance not to exceed \$500 per building on the day of parent teacher conferences. On the day of parent teacher conferences, students will have a single session day. Conferences will be scheduled from 1:30 pm to 9:00 pm with a dinner break. On the Friday following the parent-teacher conferences, students and teachers will have a single session day.
- v. Compensation for teachers assigned to Family Math shall be \$50 per hour, or, \$75 for a 90 minute session.
- w. Maintenance employees will receive a stipend of \$500 for 2008-2009 and 2009-2010.

#### ARTICLE 33 COMPLAINT PROCEDURE

- A. Any complaints regarding an employee made to any member of the administration by any parent or student which does influence evaluation of a teacher shall be processed according to the procedure outlined below.
- B. The Principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

#### ARTICLE 34

##### UNIFORM ALLOWANCE, PHYSICAL EXAM REIMBURSEMENT AND LICENSE FEES

- A. Each Custodial/Maintenance employee will be provided with five pair of uniform pants and five uniform shirts during the first year of employment. Replacement pants and shirts, three each per year, will be provided in subsequent years BY SEPTEMBER 1st upon return of pants and shirts to be replaced. Leaving employees must return the pants and shirts they were provided.
- B. Each custodial/maintenance employee will be reimbursed for one pair of work shoes, safety type, each year of employment at a cost not to exceed \$125 in 2007-2008; \$130 in 2008-2009; and \$135 in 2009-2010. Reimbursement shall be made upon presentation of a receipt and the safety shoes to the

Supervisor of Maintenance.

Each Custodial/Maintenance employee and each Transportation employee will be provided with one outer jacket during each of the first two years of employment, a heavy jacket the first year, a light-weight jacket the second. Replacement jackets will be provided on an annual basis in subsequent years BY SEPTEMBER 1ST upon the return of jackets to be replaced. Maintenance employees will be provided with necessary protective clothing for special tasks i.e. painters and carpenters pants and overalls, coveralls for mechanics and/or groundskeepers, rain gear for groundskeepers, etc.

- C. Any physical examination required for employment by the District shall be paid for by the Board of Education.
- D. Custodial employees working alone in an occupied building must possess a valid Black Seal license. The license for each custodial employee must be displayed in the boiler room as required by the regulations of the State of New Jersey.

Custodial/Maintenance employees whose first day of employment is on or after July 1, 1986 must possess a valid Black Seal license and will be afforded 12 months (one year) from the date of the first class offered after the date of hire to pass the state boiler exam and obtain the license. After one year, if the Black Seal license is not obtained, employment will be terminated at the end of the annual contract then in force.

ARTICLE 35 REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at the maximum allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTIONS AND TRANSMISSIONS OF FEE

1. Notification

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

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question.

The deductions will begin with the first pay check paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

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

### 4. Mechanics

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

### 5. Changes

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

### 6. New Employees

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

- D. The Association will indemnify and hold the Board harmless against any liability, claim or suit, including liability for reasonable counsel fees, arising out of its actions in compliance with the terms of this article.

## ARTICLE 36 JOB SECURITY AMONG CLASSIFIED EMPLOYEES

- A. Employment rights for Classified employees shall be as defined in the statute. Tenure shall be recognized for those employees serving in job classification protected by tenure under the statute.
- B. In the event of a reduction in force affecting tenured employees, the tenured employees will be released from employment in the order of their tenured service, starting with the one having the shortest period of such service in the classification affected. Tenured employees released from employment will be placed on a preferred eligible list and will remain on that list for a period of one year. If the need to rehire in the job classification effected by a reduction in force occurs, the tenured employees will be called back from the then existing preferred eligible list on a last on/first off basis.

## ARTICLE 37 JURY DUTY

All employees required to perform Jury Duty shall be excused from work on the dates of such service. They shall not be charged with an occasion for absence when on Jury Duty; they shall receive full compensation from the school district for the days of service as a juror.

Employees required to perform Jury Duty shall remit to the school district their daily pay as a juror to partially offset the cost to the school district for the loss of their services as a school district employee. If the daily pay as a juror exceeds the daily pay as an employee, then the employee shall only be required to remit



the equivalent of his/her daily pay for school district employment.

TEACHERS" SALARY GUIDES

2007-2008

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	41,895	43,895	44,895	46,895	48,645	50,645	52,895	55,095
2	42,895	44,895	45,895	47,895	49,645	51,645	53,895	56,095
3	43,895	45,895	46,895	48,895	50,645	52,645	54,895	57,095
4	46,245	48,245	49,245	51,245	52,995	54,995	57,245	59,445
5	48,595	50,595	51,595	53,595	55,345	57,345	59,595	61,795
6	50,945	52,945	53,945	55,945	57,695	59,695	61,945	64,145
7	53,745	55,745	56,745	58,745	60,495	62,495	64,745	66,945
8	56,095	58,095	59,095	61,095	62,845	64,845	67,095	69,295
9	58,895	60,895	61,895	63,895	65,645	67,645	69,895	72,095
10	61,695	63,695	64,695	66,695	68,445	70,445	72,695	74,895
11	64,495	66,495	67,495	69,495	71,245	73,245	75,495	77,695
12	66,845	68,845	69,845	71,845	73,595	75,595	77,845	80,045
13	69,195	71,195	72,195	74,195	75,945	77,945	80,195	82,395
14	71,545	73,545	74,545	76,545	78,295	80,295	82,545	84,745

Once teachers reach step 14, he/she remains on that step until reaching his/her 16<sup>th</sup> year in the district [completion of fifteen years of service], at which time he/she will move to Longevity Guide A. Teachers will remain on that step until completing 20 years of service and move to Longevity Guide B. After twenty five years of service, teachers will move to Longevity Guide C, After thirty years of service, teachers will move to D.

A	77,545	79,545	80,545	82,545	84,295	86,295	88,545	90,745
B	79,705	81,705	82,705	84,705	86,455	88,455	90,705	92,905
C	81,205	83,205	84,205	86,205	87,955	89,955	92,205	94,405
D	82,705	84,705	85,705	87,705	89,455	91,455	93,705	95,905

TEACHERS' SALARY GUIDES

2008-2009

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	43,310	45,310	46,810	48,810	50,810	52,810	54,810	56,960
2	43,810	45,810	47,310	49,310	51,310	53,310	55,310	57,460
3	44,310	46,310	47,810	49,810	51,810	53,810	55,810	57,960
4	46,835	48,835	50,335	52,335	54,335	56,335	58,335	60,485
5	49,335	51,335	52,835	54,835	56,835	58,835	60,835	62,985

6	51,835	53,835	55,335	57,335	59,335	61,335	63,335	65,485
7	54,575	56,575	58,075	60,075	62,075	64,075	66,075	68,225
8	57,075	59,075	60,575	62,575	64,575	66,575	68,575	70,725
9	59,815	61,815	63,315	65,315	67,315	69,315	71,315	73,465
10	62,555	64,555	66,055	68,055	70,055	72,055	74,055	76,205
11	65,295	67,295	68,795	70,795	72,795	74,795	76,795	78,945
12	67,795	69,795	71,295	73,295	75,295	77,295	79,295	81,445
13	70,295	72,295	73,795	75,795	77,795	79,795	81,795	83,945
14	72,795	74,795	76,295	78,295	80,295	82,295	84,295	86,445

Once teachers reach step 14, he/she remains on that step until reaching his/her 16<sup>th</sup> r in the district [completion of fifteen years of service], at which time he/she will move to Longevity Guide A. Teachers will remain on that step until completing 20 years of service and move to Longevity Guide B. After twenty five years of service, teachers will move to Longevity Guide C. After thirty years of service, teachers will move to L.G.D,

A	78,795	80,795	82,295	84,295	86,295	88,295	90,295	92,445
B	80,955	82,955	84,455	86,455	88,455	90,455	92,455	94,605
C	82,455	84,455	85,955	87,955	89,955	91,955	93,955	96,105
D	83,955	85,955	87,455	89,455	91,455	93,455	95,455	97,605

#### TEACHERS' SALARY GUIDES

2009-2010

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	46,455	48,555	50,455	52,455	54,455	56,455	58,455	60,455
2	46,655	48,655	50,655	52,655	54,655	56,655	58,655	60,655
3	46,855	48,855	50,855	52,855	54,855	56,855	58,855	60,855
4	47,055	49,055	51,055	53,055	55,055	57,055	59,055	61,055
5	49,755	51,755	53,755	55,755	57,755	59,755	61,755	63,755
6	52,455	54,455	56,455	58,455	60,455	62,455	64,455	66,455
7	55,155	57,155	59,155	61,155	63,155	66,155	67,155	69,155
8	57,855	59,855	61,855	63,855	65,855	67,855	68,855	71,855
9	60,555	62,555	64,555	66,555	68,555	70,555	72,555	74,555
10	63,255	65,255	67,255	69,255	71,255	73,255	75,255	77,255
11	65,955	67,955	69,955	71,955	71,955	75,955	77,955	79,955
12	68,655	70,655	72,655	74,655	76,655	78,655	80,655	82,655
13	71,355	73,355	75,355	77,355	79,855	81,355	83,355	85,355
14	74,055	76,055	78,055	80,055	82,055	84,055	86,055	88,055

Once teachers reach step 14, he/she remains on that step until reaching his/her 16<sup>th</sup> year in the district [completion of fifteen years of service], at which time he/she will move to Longevity Guide A. Teachers will remain on that step until completing 20 years of service and move to Longevity Guide B. After 25 years of service, teachers will move to Longevity Guide C. After thirty years of service, teachers will move to Longevity Guide D.

A	80,055	82,055	84,055	86,055	88,055	90,055	92,055	94,055
B	82,205	84,205	86,205	88,205	90,205	92,205	94,205	96,205
C	83,705	85,705	87,705	89,705	91,705	93,705	95,705	97,705
D	85,205	87,205	89,205	91,205	93,205	95,205	97,205	99,205

**COORDINATOR OF DATA MANAGEMENT**

2007-2008		2008-2009		2009-2010	
1	46,947	1	48,152	1	49,271
2	47,947	2	49,200	2	50,367
3	48,947	3	50,248	3	51,464
4	49,947	4	51,296	4	52,560
5	50,947	5	52,344	5	53,656
6	51,947	6	53,392	6	54,752
7	52,947	7	54,440	7	55,849
8	53,947	8	55,488	8	56,945
9	54,447	9	57,076	9	58,041
10	54,947	10	57,576	10	60,272

**BUS DRIVERS' SALARY GUIDES**

2007-2008		2008-2009		2009-2010	
1	23,600	1	24,100	1	24,960
2	24,150	2	24,600	2	25,460
3	24,700	3	25,100	3	25,960
4	25,250	4	25,600	4	26,460
5	25,800	5	26,100	5	26,960
6	26,350	6	26,600	6	27,460
7	27,300	7	27,950	7	27,960
8	28,650	8	29,400	8	29,410
9	30,100	9	30,920	9	31,110
10	31,650	10	32,510	10	32,960
11	33,300	11	34,170	11	34,810
12	35,050	12	35,900	12	36,660

13	36,900	13	37,700	13	38,510
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AIDES' SALARY GUIDES

2007-2008		2008-2009		2009-2010	
1	14,180	1	14,800	1	15,360
2	14,430	2	15,050	2	15,610
	14,970	3	15,300	3	15,860
4	15,510	4	15,860	4	16,110
5	16,050	5	16,420	5	16,670
6	16,590	6	16,980	6	17,230
7	17,130	7	17,610	7	17,940
8	17,770	8	18,315	8	18,760
9	18,410	9	19,095	9	19,680
10	19,090	10	19,950	10	20,650
11	19,950	11	20,880	11	21,670
12	20,910	12	21,885	12	22,740
13	21,970	13	22,965	13	23,860
14	23,130	14	24,120	14	25,030
15	24,390	15	25,350	15	26,250
16	25,750	16	26,655	16	27,520
	27,210	17	28,035	17	28,840

CUSTODIANS' SALARY GUIDE

2007-2008		2008-2009		2009-2010	
1	27,665	1	28,695	1	30,740
2	28,165	2	29,195	2	31,240
3	29,060	3	29,695	3	31,740
4	29,970	4	30,890	4	33,165
5	30,880	5	32,110	5	34,690
6	31,790	6	33,330	6	36,315
7	32,940	7	34,750	7	38,040
8	34,340	8	36,370	8	39,865
9	35,990	9	38,190	9	41,790
10	37,890	10	40,210	10	43,815
11	40,040	11	42,330	11	45,940

12	42,440	12	44,550	12	48,165
13	45,090	13	46,870	13	50,490
14	47,990	14	49,290		

2007-2008		2008-2009		2009-2010	
Head Custodian					
HS	2,398	HS	2,539	HS	2,679
PV	2,398	PV	2,539	PV	2,679
Elem	965	Elem	965	Elem	1,077
Assistant Head					
Custodian					
HS	1,668	HS	1,763	HS	1,862
PV	1,668	PV	1,763	PV	1,862

SECRETARIES' GUIDES

2007-2008		2008-2009		2009-2010	
1	26,210	1	27,150	1	27,240
2	27,210	2	28,150	2	28,490
3	28,210	3	29,150		29,740
4	29,210	4	30,150	4	30,990
5	30,460	5	31,250	5	32,240
6	31,860	6	32,940	6	33,990
7	33,310	7	34,630	7	35,740
8	34,810	8	36,320	8	37,490
9	36,360	9	38,010	9	39,240
10	37,960	10	39,700	10	40,990
11	39,610	11	41,390	11	42,740
12	41,310	12	43,080	12	44,490
13	43,060	13	44,770	13	46,240
14	44,860	14	46,460	14	47,990

COMPUTER TECHNICIANS' SALARY GUIDE

2007-2008		2008-2009		2009-2010	
1	33,738	1	36,654	1	39,749
2	35,088	2	38,029	2	41,140

3	36,491	3	39,455	3	42,580
4	37,951	4	40,935	4	44,070
5	39,469	5	42,470	5	45,612
6	41,048	6	44,063	6	47,208
7	42,690	7	45,715	7	48,860
8	44,398	8	47,429	8	50,570
9	46,174	9	49,208	9	52,340
10	48,021	10	51,053	10	54,172
11	49,942	11	52,967	11	56,068
12	51,940	12	54,953	12	58,030

Schedule B Interscholastic Sports Pay Guide HIGH SCHOOL

Head Coaches Group 1: FOOTBALL

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	MAX
2007-2008	4373	4793	5253	5758	6311	6916	7588	7735
2008-2009	4582	5023	5505	6034	6613	7248	7953	8107
2009-2010	4792	5254	5786	6312	6718	7581	8318	8480

Group 2: BASKETBALL, WRESTLING, BASEBALL

2007-2008	3435	3819	4240	4706	5035	5798	6501	6887
2008-2009	3599	4002	4443	4932	5276	6076	6813	7218
2009-2010	3765	4186	4648	5159	5519	6356	7126	7550

Group 3: TRACK, SOCCER, FIELD HOCKEY, SWIMMING, ICE HOCKEY

2007-2008	2811	3178	3591	4058	4586	5182	5879	6237
2008-2009	2946	3331	3763	4253	4807	5430	6161	6536
2009-2010	3081	3484	3936	4449	5028	5680	6445	6837

Group 4: TENNIS, CROSS COUNTRY, GOLF, GYMNASTICS

2007-2008	2655	2944	3269	3625	4024	4466	4940	5250
2008-2009	2783	3086	3426	3799	4217	4680	5177	5502
2009-2010	2911	3228	3583	3973	4411	4895	5416	5755

Assistant Coaches Groups 1 and 2

2007-2008	2655	2928	3230	3563	3930	4334	4784	5072
2008-2009	2783	3069	3385	3734	4119	4542	5013	5315
2009-2010	2911	3210	3541	3905	4308	4751	5244	5560

Group 3

2007-2008	2732	2965	3217	3490	3787	4110	4469	4740
2008-2009	2863	3108	3372	3658	3969	4307	4683	4967
2009-2010	2995	3250	3527	3826	4152	4505	4899	5196

Group 4

2007-2008	2109	2340	2573	2765	2940	3129	3318	3717
2008-2009	2211	2453	2696	2897	3081	3279	3477	3895
2009-2010	2312	2566	2820	3031	3223	3430	3637	4075

PEOUANNOCK VALLEY MIDDLE SCHOOL

2007-2008	2732	2944	3269	3625	3787	4110	4469	4740
2008-2009	2863	3108	3372	3658	3969	4307	4683	4967
2009-2010	2995	3250	3527	3826	4152	4505	4899	5196

CHEERLEADING

2007-2008	HEAD Fall/Winter	2230	ASSISTANT	Fall/Winter	1715
2008-2009	HEAD Fall/Winter	2337	ASSISTANT	Fall/Winter	1797
2009-2010	HEAD Fall/Winter	2448	ASSISTANT	Fall/Winter	1880

Coaching longevity: \$100 after 10 years, additional \$100 after 11 years, additional \$100 after 12 years.  
(Total \$200 after 11 years, \$300 after 12 years)

Schedule C Extra Curricular Duty Pay Guide HIGH SCHOOL

	2007-2008	2008-2009	2009-2010
Yearbook Advisor	4410	4622	4834
Peer Leadership	3822	4005	4188
Student Council	3465	3631	3798
Band Director	3822	4005	4188
Musical Director	3413	3576	3741
Folio	1838	1926	2014
Newspaper	1838	1926	2.014
Yearbook Assistant	2100	2200	2302
National Honor Society	1838	1926	2014
FBLA	1848	1937	2026
Grade 11 Advisor	2152	2256	2360
Grade 12 Advisor	2363	2476	2590
Mock Trial	1848	1937	2026
Academic Decathlon	2363	2476	2590

Detention Supervisor	2352	2465	2578
Assistant Band Director(1)	2819	2946	3090
Chorus	2819	2946	3090
Instrumental Music	1932	2025	2118
Strings	1932	2025	2118
Colorguard	2373	2487	2601
Assistant Musical Director/Stage Crew	3308	3466	3626
Drill Writer	1785	1871	1957
Physics League	1024	1073	1122
Chemistry League	1024	1073	1122
Biology League	1024	1073	1122
Math League	1024	1073	1122
Quiz Bow!	1024	1073	1122
Weight Room (per season)	1024	1073	1122
Grade 9 Advisor	1024	1073	1122
Grade 10 Advisor	1024	1073	1122
Chess Club	1024	1073	1122
Video Game Club	1024	1073	1122
Musical Technical Assistant	1050	1100	1151
Musical Choreographer	1050	1100	1151
One Act Play	1019	1067	1116
Video Game Club	1024	1073	1122
Art Honor Society	820	859	899
French Club	777	814	852
French Honor Society	777	814	852
Latin Club	777	814	852
Latin Honor Society	777	814	852
Spanish Club	777	814	852
Spanish Honor Society	777	814	852
Environmenttal Club	777	814	852
Tecnlogy/Computer Club	914	957	1001
Speract Club	1075	1127	1179
Band Specialists (s)	462	484	506



Schedule C: Extra Curricular Duty Pay Guide MIDDLE SCHOOL

	2007-2008	2008-2009	2009-2010
Band 6	1656	1735	1815
Band 7	1656	1735	1815
Band 8	1656	1735	1815
Strings	1943	2036	2129
Chorus	2468	2586	2705
Drama Director	1155	1210	1266
Drama Assistant Director	893	935	978
PV Play	1155	1210	1266
Central Detention	2205	2311	2417
Sports Coordinator	2415	2531	2647
Yearbook	2310	2421	2532
Cheerleading	2111	2427	2314
Color Guard	2111	2212	2314
Student Council	2111	2212	2314
8 <sup>th</sup> Grade Advisor	2111	2212	2314
Valley Press	2111	2212	2314
Media Coordinator	2111	2212	2314
Peer Leadership	1775	1860	1945
Literary Magazine	1491	1563	1634
8 <sup>th</sup> Grade Awards	1423	1490	1560
Computer Club	1024	1073	1122
Young Astronauts	1024	1073	1122
Creativity Club	1024	1073	1122
French Club	677	710	743
Spanish Club	677	710	743
Latin Club	677	710	743

Extracurricular Pay Guide ELEMENTARY SCHOOLS

Computer Club	996	1045	1093
Science Coordinator	996	1045	1093
Safety Patrol	1890	1981	2072
Creativity Club	996	1045	1093

Band	1155	1210	1266
Peer Leadership	1376	1492	1508
W Club	996	1045	1093