Agreement between the
Quinton Township Board of Education
and the
Quinton Education Association

July 1, 2010
to
June 30, 2013
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PREAMBLE

This Agreement entered into this 1st day of July, 2010, by and between the Board of Education of Quinton Township (the City of Quinton), New Jersey hereinafter called the "Board" and the Quinton Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Quinton Township School District is their primary aim, and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morals among the teaching faculty, and,

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:
Article I

RECOGNITION

A. Bargaining Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the Board, including:

- All teachers
- Nurse
- Guidance Counselor
- School Psychologist
- Speech/Language Specialist

but excluding:

- Secretaries
- Janitors
- Cafeteria Staff
- Superintendent
- Principal

B. Definition of Teacher

Unless otherwise indicated, the term “teacher”, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of the teachers' employment. Such negotiations shall begin not later than December 31 of the calendar year preceding the year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

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.
Article III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “Grievance” is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting a teacher or group of teachers.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons, or the Association making the claim.

3. Party in Interest

A "Party In Interest" is the person or persons making the claim, and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Purpose

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

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a Party In Interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as practicable.
3. **Level One - Superintendent or Immediate Superior**

A teacher with a grievance shall first discuss it with his Superintendent or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A grievance to be considered under this procedure must be initiated in writing by the teacher within ten (10) school days of the occurrence of which the teacher is complaining.

4. **Level Two - Submit to Board**

If the Aggrieved Person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the grievance be submitted to the Board. The Aggrieved Person or his representative shall have the option of appearing at a hearing before the Board prior to the Board rendering its decision.

5. **Level Three - Pre-Arbitration**

If the Aggrieved Person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the Association, representing the Aggrieved Person, may submit his grievance to arbitration. If a grievance is not presented for Pre-Arbitration, Level Three, within ninety (90) school days of its occurrence, it shall be considered not to exist.

6. **Level Four - Arbitration**

   a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon a mutually acceptable Arbitrator, or obtain such a commitment within the specified period, a request for a list of Arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in selection of an Arbitrator.

   b. The Arbitrator so selected shall confer with the Committee of the Board and the Aggrieved Person and Association representative, and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral closings have been waived, then from the date the final statements and proofs on the issues are submitted to
him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Aggrieved Person and Association representative, and shall be final and binding on the parties. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from the Agreement between the parties.

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

D. Rights of Teachers to Representation

1. **Teacher and Association**

   Any Aggrieved Person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. At Pre-Arbitration (Level 3) or Arbitration (Level 4), Association attendance will be permitted irrespective of grievant representation.

E. Miscellaneous

1. **Group Grievance**

   If, in the Judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level One. The Association may process such a grievance through all levels of the grievance procedure.

2. **Written Decisions**

   Decisions rendered at Level One which are unsatisfactory to the Aggrieved Person, and all decisions rendered at Level One through Level Three of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all Parties in Interest, and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C.
3. **Separate Grievance File**

   All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. **Forms**

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

5. **Meetings and Hearings**

   All meetings and hearings under this procedure shall not be conducted in public, and shall include only such Parties In Interest and their designated or selected representatives, heretofore referred to in this Article.

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**Article IV**

**TEACHER RIGHTS**

A. **Rights and Protection in Representation**

   Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection. As a duly-selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. **Statutory Savings Clause**

   Nothing contained herein shall be construed to deny or restrict to any teacher such right as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
C. **Just Cause and Progressive Discipline Provision - Tenured Teachers**

No teaching staff member shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include written reprimands, increment withholdings, suspensions without pay, and mid-contract discharges consistent with law, but shall not include the non-renewal of a non-tenured teaching staff member for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall generally be applied in a progressive manner, unless it is determined that due to the egregious nature of the offense(s) committed, immediate, more severe disciplinary action is warranted. All discipline shall be applied in a non-discriminatory fashion.

D. **Required Meetings or Hearings**

Whenever any teacher is required to appear before the Superintendent or his designee, Board, or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher will be concluded in accordance with State Law.

E. **Evaluation of Students**

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Quinton Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed without approval of the teacher. All grades and evaluations must be substantiated by records.

F. **Criticism of Teachers**

Any question or criticism by a supervisor, administrator, or Board member, of any teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. **Association Identification**

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
Article V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests in writing from time to time all available information concerning the educational program for the Association to process any specific grievance or complaint.

B. Use of School Building

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings. Approval shall be given by booking agent of the Board on a priority basis.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

D. Bulletin Boards

The Association shall have the exclusive use of a bulletin board in the faculty lounge. The location of the Association bulletin board shall be designated by the Association. Copies of all materials to be posted on such bulletin board shall be given to the Superintendent, but no approval shall be required.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-school mail boxes as it deems necessary and without approval of the Superintendent or other members of the administration.

F. Orientation Programs

All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a Board of Education. Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.
G. **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization, as long as the Association represents a majority of teachers.

**Article VI**

**TEACHER WORK YEAR**

A. **In-School Work Year**

1. **Ten (10) Month Personnel**
   
   The in-school work year for teachers employed on a ten-month basis shall not exceed one-hundred eighty-four (184) work days including one-hundred eighty-one (181) student days.

2. **Definition of In-School Work Year**
   
   The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. **Inclement Weather**
   
   Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

4. **First Teacher Day**
   
   On the first teacher day of the school year a minimum of 2.5 hours shall be allotted for classroom preparations. Newly employed teachers will be required to report for one (1) additional day prior to the school year for orientation.

B. **School Calendar**

The school calendar will be determined by the Board of Education.

**Article VII**

**TEACHING HOURS**

A. **Check-In Procedure**

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by initialing the Superintendent’s sign-in roster. The Superintendent may send any teacher home without pay if late notification is not made to the administrative office within one hour of teacher’s reporting time.
1. **Arrival and Departure**

The teacher workday shall not exceed six (6) hours and forty-five (45) minutes. All teachers shall be in the school building in the morning one half hour before the beginning of the pupils' instructional day. Teachers may leave the building 15 minutes after the close of the pupils' instructional day, except as provided in D1. If a teacher desires to leave before the prescribed time, arrangements must be made in advance for pupil supervision and permission must be granted by the Superintendent.

B. **Lunch Periods**

1. **Teachers’ Lunch Periods**

   Teachers shall have a daily duty-free period of at least thirty (30) minutes, except in cases of emergency.

2. **Leaving the Building**

   Teachers may leave the building during duty-free time, but must give notice to the Superintendent, and must return within thirty (30) minutes and check in, or be classified late.

C. **Planning Periods**

All full-time teachers shall be granted a minimum of three planning periods per full week.

D. **Meetings**

1. **Faculty and Other**

   Faculty meetings will be held on a regular basis, with adequate advance notice given. Where possible, at least five (5) days notification will be provided. There will be no more than four (4) meetings per month, unless an emergency exists requiring special planning.

2. **Prior to Holidays and Weekends**

   Meetings which take place after the regular in-school workday, and which require attendance, shall not be called on Friday afternoons or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

3. **Association Right to Speak**

   An Association representative may speak to the teachers during any meeting referred to in Paragraph 1 above for at least five (5) minutes, on the request of the representative, at the conclusion of the meeting.
4. **Evening Conferences**

When an evening of attendance is required for evening conference, and compensating time is given by early dismissal, teacher attendance is required at the discretion of the Superintendent.

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**Article VIII**

**TEACHER EMPLOYMENT**

A. **Placement on Salary Schedule**

Each teacher shall be placed on the proper step of the salary schedule in accordance with his experience and training. Any teacher employed for one full semester (first or second half of the school year) shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. **Previous Sick Leave Accumulation**

Previous accumulated unused leave days shall be restored to all teachers who have been on approved leaves of absences only upon their return.

C. **Notification of Contract and Salary**

Teachers shall be notified in writing of their contract and salary status for the ensuing year according to law.

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**Article IX**

**SALARIES**

A. **Salary Schedule**

The salary guides for the duration of this Agreement are set forth as Schedule A-1, A-2, and A-3 which are attached hereto and made a part thereof. The co-curricular salaries covered by this Agreement are set forth in Schedule B which is attached hereto and made a part hereof.

B. **Method of Payment**

1. **Ten (10) Month Employees**

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, payable on the 15th and the last day of the month.

Teachers shall be issued their final paycheck in June, six (6) business days after the last work day for teachers. If not picked up before 12:00 noon on the day it is issued, the check will be mailed to the teacher’s home address. In no case will the check be issued later than June 30.
2. **Exceptions**

When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last working day preceding such day.

3. **Deductions**

Upon written request from the employee, the Board will deduct Credit Union dues.

Teachers may sign up for direct deposit of their salary with the Board Secretary. Teachers may elect to change their direct deposit request one (1) time per year, during May or June, as determined by the Board Secretary.

C. **Movement to Higher Classification**

All graduate credits obtained through Course Reimbursement (XIX. B. 2) shall be counted for movement through the BA + 15, BA + 30, MA, MA + 15, and MA + 30 salary classification guides. If cap is met and course is approved by the superintendent then course credit can be used for classification movement on the guide. Undergraduate credits obtained through course reimbursement may be applied to the MA + 15 and MA + 30 salary classification guides.

D. **Immediate Placement**

When a teacher has become eligible for movement to a higher salary classification of Salary Guide A, he shall be placed there immediately upon documenting completion of coursework, and his paycheck shall reflect this advancement pro-rated for the year.

Staff members who achieve a higher salary classification after April 30th of a school year shall not be moved to the new classification until September 1st of the following school year.

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**Article X**

**TEACHER ASSIGNMENT**

A. **Notification**

1. **Revisions**

In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed later than five (5) school days prior to the last day of school, the Association and any teacher affected shall be notified promptly in writing. 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 a representative of the Association at his/her option.
2. Vacancies

Any bargaining unit vacancy occurring will be posted and a copy of the posting will be delivered to the Association. Qualified employees will have two (2) weeks from the date of the posting to express an interest in the opening, and will be given consideration with regard to hiring.

Article XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary reassignment shall be given to teachers as soon as practicable and, except in cases of emergency, not later than July 1st.

B. Criteria

When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Quinton Township School District, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations, or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

C. Meeting and Appeal

An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Board shall meet with him/her at a special meeting. The teacher may, at his/her option, have an Association representative present at such meeting.

D. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

Article XII

ACCREDITED SUMMER SCHOOL - HOME TEACHING - FEDERAL PROGRAMS
GIFTED AND TALENTED COURSES - BEDSIDE INSTRUCTION - ADMINISTRATIVE DETENTION

A. Posting

All openings for positions in the accredited summer school, if made available through pending funds, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized.
Summer school openings shall be publicized at the earliest time known and teachers shall be notified of the action taken at the earliest time known. These positions are voluntary.

1. **Gifted and Talented Courses**

   Those teachers who wish to volunteer to teach after school Gifted and Talented courses will meet with the Superintendent to establish mutually agreed upon guidelines for said course(s). Gifted and Talented course instruction shall be paid at the rate listed on Schedule B.

2. **Bedside Instruction**

   Bedside instruction is voluntary and shall be paid at the rate listed on Schedule B.

3. **Administrative Detention**

   Administrative Detention shall be voluntary, and will be on a rotating basis when assigned to the bargaining unit. Any teacher who is responsible for duty on a given day and is unable to carry out the assignment for any reason shall be responsible for notifying the Superintendent. Administrative Detention shall be paid at the rate listed on Schedule B.

4. **Requested Summer Employment**

   If requested by name, unit employees who agree to work during summer vacation, shall be entitled to compensation at the summer school hourly rate as shown on Schedule B.

B. **Criteria**

   In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Quinton Township School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year, and then to teachers who have taught the grade and/or subject in question on a regular basis any time during the preceding two (2) years. Teachers employed in the Quinton Township School District shall have priority to such assignments before appointment to applicants from outside the district.

C. **Coverage by Master Agreement**

   All of the provisions of this Agreement shall apply to teachers holding positions in the accredited summer school, home teaching, and/or federal programs, except where clearly inapplicable.
Article XIII

TEACHER EVALUATION

A. Tenured and Non-Tenured Teachers

All teachers will be observed at least twice yearly. Additional formal evaluations may be conducted at the discretion of the Superintendent. Each observation will be followed by a written report preceded by a conference with the Superintendent or Principal to discuss the observation. Each teacher will also receive a written summary evaluation by May 15 of the school year. Such a summary evaluation will take into consideration the individual’s total contribution in meeting his overall responsibilities. This will be written, and discussed in conference with the Superintendent or Principal. A Professional Improvement Plan is to be written mutually by the Superintendent or Principal in conjunction with the teachers. Should the teacher disagree with an observation or final evaluation, a written rebuttal may be submitted and attached to the file copy.

B. Derogatory Material

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

C. No Separate File

Although the Board agrees to protect the confidentiality of the personal references, academic credentials, and other similar documents, it shall not establish any separate file which is not available for the teacher’s inspection.

D. Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

E. Review of Personnel File

A teacher shall have the right to review, upon request, his personnel file at least once a year.

Article XIV
COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which does or may influence evaluation of a teacher, shall be processed according to the procedure outlined below.

B. Meeting with Superintendent

The Superintendent or his designee shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally.

C. Procedure

Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant in the presence of the Superintendent or his designee to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step 1, at the request of the teacher or the complainant, shall be reviewed by the Superintendent or his designee in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board, and a copy to all parties concerned.

Step 4

After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.
Step 5
Any complaint unresolved under Step 5 may be submitted by the teacher to the grievance procedure as set forth in Article III of this Agreement and shall commence on Level II.

Article XV
TEACHER FACILITIES

A. Answering Service
The Board agrees to provide an answering service between 6:00 p.m. and 10:00 p.m., and 6:00 a.m. and 7:00 a.m. for teachers to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

Article XVI
SICK LEAVE

A. Accumulative
As of September 1, all teachers employed shall be entitled to ten (10) sick leave days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

The Board will consider individual requests for extended sick leave with pay, when regular accumulated leave has expired, and proper documentation is provided.

B. Notification of Accumulation
Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. Bonus for Unused Sick Days
At the end of the school year, any teacher with perfect attendance (no days absence for other than Personal, Conference of Affiliates, Professional Day, or Death in the Family) will be awarded $75.00 included in his/her paycheck.

D. Payment for Unused Sick Leave at Retirement
1. The employee must be retiring from the T.P.A.F. to collect a pension [not deferred retirement].
2. The employee must have a minimum of 100 sick days accumulated in his/her sick leave bank to qualify for payment for unused sick leave.
3. Employees shall be paid $20 per day for each accumulated sick leave day up to a maximum number of 200 days [$4,000 pay-out maximum].
4. If the employee utilizes more than 7 incidental sick leave days in the last two (2) years of his/her employment, the employee’s full per diem rate for each of those days will be deducted from the total amount of payment for unused sick leave for which the employee is eligible. An incidental sick leave day is defined as single or two day occurrences not the result of a major disability or accident.

5. If an employee provides the Board of Education with a minimum of 100 days notice prior to the retirement date, the employee shall be eligible for an additional $10 per day for each accumulated sick leave day up to a maximum of 200 days [$6,000 pay-out maximum].

6. Payment for unused sick leave shall be made in two equal installments: the first on the first regular pay day within thirty (30) days of actual retirement; and the second on the first regular pay day one (1) year from the date of the first payment.

7. If an employee presents an unconditional letter of retirement and, subsequent to Board approval of that letter, the employee passes away, payment for unused sick leave shall be made to the employee’s estate pursuant to the aforementioned payment plan.

**Article XVII**

**TEMPORARY LEAVES OF ABSENCE**

A. Types of Leaves

1. **Personal**

   Two (2) days leave of absence with pay for personal, legal, business, household, or family matters which require absence during school hours. Written application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and will not be taken on days just prior to and/or just following holiday periods except for documented emergencies.

   Personal days may be taken without stating a specific reason. However, personal days are to be used only to conduct business as can be conducted during normal school hours.

   Personal days may not be taken after June 1 of the school year except for a documented emergency approved by the Superintendent.

   Effective July 1, 2001, unused personal days shall accumulate as sick leave.
2. **Legal**

Time necessary with pay for appearances in any legal proceeding connected with the teacher's employment or with the school system in any way, if the teacher is required by law to attend, unless the teacher and Board are adversaries in the legal proceeding, except as provided for in Article XX:C.

3. **Conferences of Affiliates**

Up to two (2) days with pay, if the conference takes place during scheduled school days, for authorized representatives of the Association to attend conferences and conventions of state and national affiliated organizations, upon prior approval of the Board of Education. Proof of attendance is required.

4. **Professional Day**

One (1) approved Professional Day with pay is provided for each teacher for the purpose of inter-school visitation, attendance at approved workshops, and conventions. All professional day requests must be made five (5) days in advance and be approved by the Superintendent.

5. **Death**

Up to five (5) school days with pay will be granted in the event of death of a teacher's spouse, child, parent, or grandchild. Up to three (3) school days with pay will be granted in the event of death of a teacher's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other members of the family living in the immediate household.

Teachers shall be granted up to one (1) day with pay in any one year in the event of death of a friend or relative outside the immediate family, as defined above. In the event of the death of a teacher or student in the Quinton Township School District, the Superintendent shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

Bereavement leave shall commence on the day of death of the family member, or the first school day after the death or on the day of burial/cremation at the teacher's option. School days for this article are defined as other than weekends or school holidays and include school vacation periods as indicated in the school calendar.

6. **Temporary Military**

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay minus military compensation received from the military government during the academic year.
7. **Maternity**

   a. The Quinton Township Board of Education recognizes that pregnancy-related disabilities must be treated like any other disabilities. Thus, during the month preceding and the month following childbirth, when the employee is presumed to be disabled, she may utilize the sick leave benefits to which she is individually entitled. Should disability occur earlier in the pregnancy, or continue for more than one month following birth, the employee may use the accumulated sick leave benefits to which she is individually entitled if she presents a physician’s statement attesting to her continued disability.

   b. All employees who anticipate a period of disability should inform the Board of this anticipated absence as soon as possible.

   c. No employee will be required to take unpaid leaves of absence for pregnancy. The Board may, at its discretion, require periodic physician certification of the employee’s continued fitness to perform her duties.

   d. Any employee who elects to take an unpaid leave of absence will not be reimbursed for any accumulated sick days for any period of disability occurring while the employee is on such unpaid leave.

   e. The Board may, at its discretion, not permit unpaid leave if it would substantially disrupt the continuity of the educational process.

8. **Child Care Leave**

   a. Child care leaves for periods when the employee is not disabled may be granted at the Board’s discretion in accordance with the regular unpaid leave policy.

   b. Any teacher adopting a child shall be eligible to receive similar leave upon receiving de facto custody of said child. No teacher on such leave shall be denied the right to substitute in Quinton Township School.

9. **Illness in the Family**

   A leave of absence, without pay, of up to one school year, shall be granted to the tenured teacher for the purpose of caring for a sick member of a tenured teacher’s immediate family. An additional leave of absence for non-tenured teachers may be granted at the discretion of the Board. Any full-time employment during the regular school day will be cause of voiding the contract of said employee. A doctor’s certificate (from the attending physician) shall verify reason for leave.

10. **Good Cause**

    Other reasons that are considered good warrant leaves of absence with pay and may be granted by the Board.
B. Notice of Intent to Return

Any employee on temporary leave as of April 1, shall notify the Superintendent of his/her intent to return to work for the following school year by April 1.

Article XVIII
EXTENDED LEAVES OF ABSENCE

A. Outside Teaching

A certified, tenured teacher shall be considered for a leave of absence without pay for up to one (1) year to teach in an accredited college or university or as an exchange teacher or overseas teacher.

B. Military

Military leave with pay shall be granted to any teacher who is inducted or enlists under National Emergency in any branch of the United States Armed Forces for a period of initial enlistment or induction and three (3) months after, or three (3) months after recovery of any wound or sickness at time of discharge. A leave shall be granted without pay to the spouse of any teacher who is so inducted, or who enlists, to join him for the period of special training in preparation for duty overseas in combat zones. The length of such leave shall be determined by the needs of the Board.

Article XIX
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTS

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods, and materials, educational philosophy and goals, social change and other important topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B. Programs

1. Pay and Expenses for Required Training

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses required by the Board, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Board to take.
2. **Course Reimbursement**

   Course reimbursement up to $1,500 per year based on the actual cost will be given for approved courses when a "B" or better grade is earned. Course reimbursement will have a yearly cap of $12,000 with funds available on a first come, first serve basis determined by the date on which the course request is received. Reimbursement will be made in October of each school year for courses taken during the summer semester. Official transcripts and course receipts must be submitted no later than September 15th. Courses taken during the spring or fall semester will be reimbursed following submission of the proper forms. If the $12,000 cap is not reached at the end of the school year, the remaining funds will be divided equally among employees who have not been fully reimbursed for tuition costs of eligible courses and who request the remaining funds by June 10th. Additional equivalent college credit(s) for salary guide purposes only may be granted by the Superintendent for voluntary attendance at training courses suggested and/or arranged by the Superintendent. The Association President will be provided with a report of the account balance by May 31st annually.

3. **Reimbursement Approval**

   Any undergraduate or graduate course for which a teacher expects to be reimbursed must be approved in writing by the Superintendent prior to the beginning of said course. Forms for course reimbursement shall be made available to all teachers in the Main Office. Only graduate credits may be applied to the BA, BA + 15, and BA + 30 salary classification guides.

4. **Membership of Professional Organizations**

   The Board agrees to pay membership dues for professional associations (New Jersey Teachers of English, New Jersey Mathematics Teachers Association, New Jersey Social Studies Teachers Association, National Science Teachers Association, Music Educators National Conference, Art Educators Association, New Jersey Health and Physical Education Teachers Association, New Jersey School Nurses Association.) This shall be limited to one membership per organization.

### Article XX

**PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

A. **Unsafe and Hazardous Conditions**

   Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.
B. Procedure for Hazardous Conditions

When the Association makes a determination that conditions are unsafe or hazardous for the health, safety, or well-being of students and teachers, the following conditions shall be established and exist until rescinded by the same body:

1. **Meetings**

   In the event of any disorder or disruption in the regular school program, the Board or Superintendent or his designee shall meet with the teachers to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

2. **Association Representative**

   The Executive Committee of the Association shall be allowed free access to buildings and teachers, until conditions are no longer unsafe or hazardous.

C. **Action before the Board or Commissioner**

Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

D. **Assault**

1. **Legal Assistance**

   The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

2. **Leave**

   When absence arises as a result of such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. **Reimbursement for Personal Property Damage**

   The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher acting in the discharge of his duties within the scope of his employment.

4. **Medical**

   The Board shall reimburse a teacher for the cost of medical, surgical, or hospital services incurred as a result of any injury sustained in the course of his employment.
Article XXI

PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

B. Citizenship

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, State, or Federal law.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Quinton Township School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

Accordingly, they agree as follows:

1. Controversial Material

Teachers shall be guaranteed full freedom in classroom presentations and discussions, and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content.

2. Personal Opinion

In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

3. Censorship

Teachers shall not be censored or restrained in the performance of their teaching functions on the grounds that the material discussed and/or opinions expressed are within the scope of course content to those in authority in the school system, or detrimental to school or school system public relations.
Article XXII

MEDICAL BENEFITS

A. Medical Insurance

The Board of Education will provide full family medical and hospitalization insurance coverage including major medical insurance for all full-time teachers. Such insurance coverage will be provided through the New Jersey School Employees Health Benefits Plan.

B. Prescription Plan

The Board of Education will provide full family, $20.00 brand name, $10.00 generic for retail prescriptions with up to thirty (30) day supply, and to $20.00 brand and $10.00 generic mail order with up to a ninety (90) day supply prescription coverage for all full-time teachers.

C. Medical Benefits for Part-time Employees

Effective with the signing of this agreement, employees who work less than twenty (20) hours per week shall not be eligible for any benefits. Part-time employees who received dental and prescription benefits prior to the signing of this Agreement shall retain such benefits while they remain in the employ of the Quinton Township Board of Education.

D. Section 125

The Board will create a 125 Premium Only Plan.

Article XXIII

AGENCY SHOP PROVISION

A. Affiliated Dues Deduction from Salary

The Board agrees to deduct local and affiliated dues for the Quinton Education Association, the Salem County Education, the New Jersey Education Association, and the National Education Association, from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under the rules and regulations of the New Jersey State Department of Education pertaining thereto.

B. Representation Fee

1. Purpose of Plan

If a bargaining unit member 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 to offset the costs of services rendered by the Association or majority representative.
2. **Amount of Fee**

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 members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, (a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or (b) applied toward the cost of benefits available only to members of the majority representative.

3. **Deduction and Transmission of Fees**

The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of representation fee set forth in Article XXIII Section B above and promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position.

4. **Demand and Return System**

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

5. **Indemnification and Save Harmless Provision**

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

6. **Termination of Employment**

If a bargaining unit member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association.
The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph that it fails to make.

7. **Mechanics:** Except as 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.

C. **Certification**

The Association shall certify to the Board, in writing, prior to August 1, the current rate of membership dues for the coming school year.

D. **Payroll Forms**

The Association will secure the signature of its members on payroll deduction forms and deliver the signed forms to the Board. Any such written authorization may be withdrawn by the employee by his/her filing notice of withdrawal with the Board. The filing of said notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

E. **Notification to Non-Members**

It shall be the responsibility of the Association to notify bargaining unit members who do not choose to be full Association members of the terms of the Agency Shop provision which require the payment of the representation fee.

**Article XXIV**

**MISCELLANEOUS PROVISIONS**

A. **Board Policy**

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. **Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.
C. **Separability**

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

D. **Compliance Between Individual Contract and Master Agreement**

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

E. **Printing Agreement**

Copies of this Agreement shall be printed at the equal expense of the Board and the Association after agreement with Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

F. **Notice**

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following address:

1. If by the Association, to the Board at:
   PO Box 365
   Quinton, NJ 08072

2. If by the Board, to the Association at:
   PO Box 365
   Quinton, NJ 08072

G. **Professional Courtesy**

Effective July 1, 2010, children of staff members and deceased staff members shall not be permitted to attend Quinton Township School tuition free in all grades. Any child of a staff member attending Quinton Township School in the 2009-2010 school year shall be grandfathered and permitted to continue in attendance until graduation.
Article XXV - A

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013, and shall not be extended orally.

This Agreement shall be subject to the Association’s right to negotiate over a successor Agreement.

B. Status of Incorporation

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

QUINTON EDUCATION ASSOCIATION

By: _________________________________
President

Attest: _______________________________
Secretary

QUINTON BOARD OF EDUCATION

By: _________________________________
President

Attest: _______________________________
Secretary
### Schedule A-1 2010-2011 Salary Guide

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**Longevity**

$300 after fifteen (15) years of continuous service in the Quinton Township School.

$600 after twenty (20) years of continuous service in the Quinton Township School.

**Guide Movement**

Staff Members move up one (1) step on the guide from their 2009-2010 step.

**Leaves of Absence**

Any leave of absence provided for in Article XVII or Article XVIII does not constitute a break in service.

Teachers employed on or before July 1, 1992, will not lose any bonus granted under criteria existing prior to July 1, 1992.

<table>
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<tr>
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### Longevity

$300 after fifteen (15) years of continuous service in the Quinton Township School.

$600 after twenty (20) years of continuous service in the Quinton Township School.

### Guide Movement

Staff Members follow placement chart on the above guide from their 2010-2011 step.

### Leaves of Absence

Any leave of absence provided for in Article XVII or Article XVIII does not constitute a break in service.

Teachers employed on or before July 1, 1992, will not lose any bonus granted under criteria existing prior to July 1, 1992.

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## Schedule A-3: 2012-2013 Salary Guide
### Schedule B: Co-Curricular Activities

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</table>

**Longevity**

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**Guide Movement**

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<table>
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<th>2012-2013</th>
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Mileage: to and from approved workshops and/or professional activities will be reimbursed at the state-established rate.