

Contract no. 1498

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AGREEMENT

Between the

**SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION**

and the

**SCOTCH PLAINS-FANWOOD
EDUCATION ASSOCIATION, INC.**

July 1, 1991

to

June 30, 1993

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June 30, 1993

PREAMBLE

The Board of Education and the teachers of Scotch Plains-Fanwood are both committed to serve the common, indivisible interest of all persons in the school district in the best possible education for their children. This requires, among other things, establishing a climate favorable to education within the community to the end that the public is favorably disposed to support the school's needs. Service to the children must be their paramount consideration. The teachers and boards of education can perform their indispensable functions only if they act in terms which fulfill this common purpose.

As an aid to serving this common purpose, this set of procedures is adopted to provide an orderly method for the Association and the School Board, through professional channels, to negotiate with the aim of reaching mutually satisfactory agreement, and if needed, to establish educational channels for resolving an impasse.

ARTICLE 1 Recognition

The Board recognizes the Association for the purposes of negotiations as the exclusive representative of a unit consisting of all certified teaching personnel, including nurses, under full contract who are paid in accordance with the teachers' salary guide and lunch/general aides and instructional aides.

Unless otherwise indicated, the term "employees" shall apply to all personnel specified above. References to teachers or aides shall apply exclusively to those groups.

ARTICLE 2 Negotiation Procedure

- A. Prior to the expiration of this Agreement, the parties agree to enter into professional negotiations in accordance with the procedures set forth herein in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment. Such negotiations will begin in accordance with existing laws.
- B. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by both the Board and Association.
- C. During negotiations, the Board and Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- D. Before the Board may adopt a change in any of the items which have been negotiated and reduced to writing, the Board will notify the Association in writing by certified mail, that it is considering such a change. The Association and the Board will then meet to negotiate such proposed change. If said change is proposed by the Association, it shall notify the Board by certified mail and the Association and the Board shall meet to negotiate such proposed change.

ARTICLE 3 Deductions From Salary

- A. The Board agrees to deduct from the salaries of its employees dues for the Scotch Plains-Fanwood Education Association, Inc., the Union County Education Association, the New Jersey Education Association of the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9 and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Scotch Plains-Fanwood Education Association, Inc., by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer Board of Education

I hereby request and authorize the disbursing officer of the above school district to deduct from my earnings until notified of termination, an amount required for current membership dues and such amounts as may be required for current membership dues and such amounts as may be required for dues in each subsequent year, all as certified by the affiliated and unified organizations, such amounts to be paid to such person as may from time to time be designated by the local association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefore.

I designate the Scotch Plains-Fanwood Education Association, Inc. to receive dues and distribute according to the organization(s) indicated:

Scotch Plains-Fanwood Education Association, Inc.
Union County Education Association
New Jersey Education Association
National Education Association

- 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.
- C. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of an employee's withdrawal shall be prior to December 1 or June 1 and shall become effective to halt deductions as of January 1 and July 1 respectively next succeeding the date on which notice of withdrawal is filed.
- E. In addition, the Board agrees to deduct an amount from the monthly salary which shall be forwarded to the Union County Teachers Federal Credit Union. Deductions will be made each payroll period. Deductions can be in any amount in even round dollars. Changes in the amounts deducted can be made whenever such changes are requested, in accordance with the law. Employees shall complete the form prescribed by the Union County Teachers Federal credit Union in order to authorize such deductions.
- F. Changes in the amounts withheld from the monthly salary for Federal withholding taxes shall be made whenever such changes are requested by employees, with the understanding that the changes will be made beginning with the next payroll period after the request is made. Such request will be made in writing on the appropriate form (W-4).
- G. Deductions from salary checks for the credit union or for any annuity plans shall be forwarded to the proper organization no later than the third business day after the end of the month in which such deductions are made.

ARTICLE 4 General Provisions Re Salaries

- A. The salaries of all employees covered under this Agreement are set forth as follows:

| | |
|-------------------------|-----------------------|
| Aides' Salary Guides | Schedules A-1 and A-2 |
| Teachers' Salary Guides | Schedules B-1 and B-2 |
| Co-curricular Advisors | Schedules C-1 and C-2 |
| Coaches Guides | Schedules D-1 and D-2 |

which are attached hereto and made a part hereof.

- B. 1. Employees on a ten-month contract shall be paid in twenty (20) semi-monthly installments. The Board shall implement a summer pay plan in accordance with Title 18A:29-3. Employees on a twelve-month contract shall be paid in twenty-four (24) semi-monthly installments. Employees who work an additional month shall be paid at the end of the month worked and such additional pay calculations shall be based upon the employees' annual contractual salary.
2. Guidance counselors and child study team members who are required to perform their normal functions during vacation periods shall be compensated at their per diem rate.
3. Aides shall be offered individual contracts including an annual salary based on an hourly rate as set forth in Schedules A-1, A-2 and on the number of student days per year. Aides who are requested to work days beyond the total student days in the school year shall be compensated for at the regular rate of pay.
4. Aides shall be compensated when performing secretarial/clerical tasks under the following circumstances.
- When a regular secretarial/clerical employee is absent and an aide is directly assigned to perform the absent employee's secretarial/clerical tasks by a supervisor in lieu of the hiring of a full-day secretarial/clerical substitute.
 - When the provisions of 4.a. have been met, the board will pay the aide at the substitute secretary per diem rate or the aide's hourly rate, whichever is higher.
 - Payments under b. above shall be made in the first paycheck in the month following the month in which the work is performed.
5. All aides shall be paid for all additional work performed at the direction of any administrator or supervisor at the regular hourly rate of pay. The additional payment shall be made no later than the first pay period following the month in which the work is performed.
- Extra services shall include, but not be limited to: additional work assigned to aides before or after his/her regular work hours, required attendance at back-to-school activities or parent/teacher conferences, work performed during any school shutdown periods, and work performed before the beginning of or after the end of the normal student year.
6. No changes in salary will be made for schedule changes including inclement weather or emergency. Additional payment shall be made for days extended for any reason at the regular rate of pay.
7. Teachers who participate in curriculum development or in-service programs which are offered by the Board during the summer shall be compensated at either the rate listed below or receive in-district credits at the teacher's option (see Article B-9,C). Aides who are employed during the summer shall be paid according to their hourly rate of employment for the contractual year in which the summer occurs.
- | YEAR | HOURLY RATE |
|-----------|-------------|
| 1991-1992 | \$20.00 |
| 1992-1993 | \$22.00 |
8. Effective July 1, 1991, twenty and twenty-five year longevity movement shall take place on September 1 or February 1 for those who have served the district for twenty or twenty-five years by each of those dates.

- C. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. Employees shall receive their final checks on the last working day of the full school year unless the employee has not fulfilled all obligations and responsibilities in connection with the closing of school.
- D. Employment increments, i.e., a step up on the Salary Guide based on service or additional salary raises which may be authorized by the Board, are not automatic. Such increments and/or raises shall be awarded based upon the recommendation of the Superintendent and approval by the Board of Education. An appeal from withholding of an increment or raise shall not be the subject of a grievance but shall be processed in accordance with N.J.S.A. 18A:29-14 which provides that an appeal from the withholding of such increment shall be heard before the Commissioner of Education.
- E. 1. Employees who terminate employment with at least ten (10) years of qualified service either the TPAF or PERS and who will be eligible to receive either a TPAF or PERS pension shall be entitled to receive compensation for accumulated sick leave days and accumulated unused personal days (Article 8.1) as follows:
- Teachers -- Forty-five dollars (\$45) per day
Aides -- Twelve dollars (\$12) per day
2. Unused personal leave days (Article 8.1) shall accumulate for conversion to compensation at retirement effective July 1, 1988, except as provided for in Article 8.1.
3. Compensation provided by this section shall be paid between July 1 and July 31 following the retirement of the employee except for those employees who are applying for Social Security Benefits. Employees who are applying for Social Security Benefits will be paid under these provisions in the same month in which the employee received his/her last paycheck.
4. **MAXIMUM PAYOUT**
- | | TEACHERS | AIDES |
|--|----------|--------|
| | \$5400 | \$1625 |
5. In the event of the death of an employee who meets the requirements for compensation provided under this Section, the estate of the deceased employee shall be entitled to the above benefit.
- F. Each aide shall be placed on the appropriate step and level of the salary schedule as indicated on Schedule A-1.

ARTICLE 5 Health Insurance, Dental Plan

- A. The Board Shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his/her family. The current plan being utilized is that of the Connecticut General Life Insurance Company (Policy No. 36181). The benefits under the major medical coverage shall be:
- 100% of covered expenses after \$2,000;
 - \$1,000,000 life time maximum;
 - doctor's attendance benefits while hospital confined to 100% of Reasonable and Customary charges;
 - radiation therapy to a \$560 maximum schedule amount;

5. out-patient mental and nervous problems--70% of Reasonable and Customary charges without any other limitations;
6. survivors benefits clause providing that if an insured employee dies, health premiums will be covered for a two-year period.
7. Effective on the first of the month following ratification of this Agreement by both parties, the major medical deductible shall be \$200 per individual and \$400 per family per year.
8. Effective on April 1, 1992, when the surgical procedures listed in Appendix D are performed on an elective non-emergency basis, a second opinion, by a medical board certified physician who has no financial interest with the first doctor, shall be required. The plan will pay 100% of a Reasonable & Customary Charge for the second opinion. If the second opinion disagrees with the initial opinion and the surgery is performed, the second opinion requirement will have been fulfilled and the total surgical benefit will be paid. The ultimate decision to have the surgery remains with the patient. If a second opinion is not obtained prior to such surgery, the total surgical benefit payment will be reduced by 50%. Non-emergency surgery is defined as surgery that if not done immediately, would not result in serious medical complications. Whether or not a surgical procedure is performed on an emergency basis is determined by the emergency room physician or attending physician/surgeon.

- B. 1. The Board agrees to provide a basic dental plan. The plan shall provide family coverage, children covered to the age of 23. Effective on the first of the month following ratification of this Agreement by both parties, the plan shall include a deductible of \$25 per individual and \$50 per family per year.
2. The dental insurance coverage shall be New Jersey Dental Service Plan, Inc., Program 1. Such program shall be based upon the usual, customary and reasonable concept and shall include:

| | Plan Pays | Employee Pays |
|--------------------------------------|-----------|---------------|
| Preventative and Diagnostic | 100% | 0 |
| Remaining Basic Benefits | 60% | 40% |
| Crowns, Inlays and Gold Restorations | 60% | 40% |
| Prosthetic Benefits | 50% | 50% |
| Orthodontic Benefits (Child Only) | 50% | 50% |

The maximum amount payable by Delta for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500. The maximum for orthodontics shall remain \$500 per case. The maximum cost to the Board for this coverage for teachers shall not exceed the rate in effect through June 30, 1993. The cost aides' dental insurance is in addition to the cost for the teachers. Employees will not be required to contribute to the cost of this insurance during the life of the contract.

- C. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) years or more. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:

| | |
|------------------------|------------------------|
| 1st year of retirement | 100% paid by the Board |
| 2nd year of retirement | 90% paid by the Board |
| 3rd year of retirement | 80% paid by the Board |
| 4th year of retirement | 70% paid by the Board |

5th year of retirement 60% paid by the Board
and from the 6th year forward, 50% paid by the Board.

The individuals so covered shall be required to pay the necessary contribution to the Board in advance of the payment of the premium by the Board.

- D. If a carrier is changed for any of the above insurance programs, the new coverage provided shall be equal to or greater than the existing coverage.

E. 1. **Health Insurance Waiver Option**

Effective July 1, 1992, employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies twenty-five hundred dollars (\$2,500), which shall be payable at the rate of two hundred fifty dollars (\$250) per month for ten months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take the coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

2. **Dental Insurance Waiver Option**

Effective July 1, 1992, employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all dental insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three hundred dollars (\$300.00), which shall be payable at the rate of thirty dollars (\$30.00) per month for ten (10) months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

ARTICLE 6 Grievance Procedure

A. **Definitions**

1. A "grievance" is a claim by an employee or the Association that there has been misinterpretation, misapplication, or violation of this Agreement, Board policies or administrative decisions affecting an employee or group of employees except that the term "grievance" shall not apply to:
 - a. any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education except where under Chapter 269, P.L. 1989, an appeal from the withholding of an increment for disciplinary reasons may be submitted to binding arbitration; or
 - b. a complaint of a nontenured employee which arises by reason of his/her not being re-employed, except for disciplinary reasons; or
 - c. a complaint by any certified personnel occasioned by appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

4. When a grievance affects a group or a class of employees, the Association may initiate the grievance. If a grievance affects employees in more than one (1) building, the Association may initiate the grievance at the Superintendent's level. In the case of group or class grievances, the group or class shall be established by name through mutual agreement between the Association and the Superintendent. Should the Superintendent and the grievance chairperson be unable to mutually agree on the list of grievants in the group or class or the name of the group or class, this shall not be a bar to the processing of the grievance. If the grievance arises as the result of an action by an authority higher than the principal of a school, the employee or the Association may initiate the grievance at Level II.

B. Purpose

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

C. Procedure

1. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence.
2. Failure at any step of this procedure to implement the provisions or communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure of the aggrieved person at any step of this procedure to appeal a grievance to the next step within specified time limits shall be deemed a waiver of the right to proceed to the next step.
3. 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 in writing.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the contract year.
5. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
6. The written grievance shall include the date of occurrence, a statement of the grievance which shall include the section of the Agreement affected and the remedy sought.
7. **LEVEL I-Principal or Immediate Superior**
The aggrieved person shall initiate the grievance by submitting it in writing and discussing it with his or her principal or immediate supervisor. The Association's designated representative shall have the right to be present with the grievant(s) and to represent the aggrieved. The principal or immediate supervisor shall hold the discussion and shall render a decision on the grievance in writing within ten (10) school days of receipt of the grievance.

8. LEVEL II-Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level I, within ten (10) school days after receipt of the decision, or if no decision has been rendered, within twenty (20) school days after the grievance was submitted, the grievance may be submitted in writing to the Superintendent or his designee. The Superintendent or his designee shall hold a hearing and render a

decision on the grievance, in writing with reasons, within ten (10) school days of receipt of the grievance.

9. LEVEL III-Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, within ten (10) school days after receipt of the decision, or if no decision has been rendered, within twenty (20) school days after the grievance was submitted, the grievance may be submitted in writing to the Board. The Board shall hold a hearing on the grievance within thirty (30) calendar days of receipt of the grievance. The Board shall forward its decision, in writing, with reasons, within seven (7) calendar days of the hearing.

10. LEVEL IV-Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at level III, and if the grievance concerns the misinterpretation, misapplication or violation of this Agreement but not the misinterpretation, misapplication or violation of board policy or administrative decisions, within five (5) school days after receipt of the Board's decision, or if no decision has been rendered, within thirty-seven (37) calendar days after the grievance was delivered to the Board, the aggrieved may request that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within (15) school days after the request of the aggrieved person by submitting a demand for arbitration to the Public Employment Relations Commission and to the Board of Education.
- b. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission.
- c. The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. He/she shall render a written decision within thirty (30) days after the completion of the hearing or hearings or submission of any additional data. A copy shall be simultaneously furnished to the Association and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The award of the arbitrator shall be final and binding on the parties.
- d. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of this Agreement, but he/she shall not be empowered to make decisions in the cases of alleged violation, misinterpretation or misapplication of board policy or administrative decisions.
- e. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule or which he determines is not arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.
- f. The fact that the grievance has been considered by the parties in the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- g. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of 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 Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his/her option, by representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present, to state its views at all stages of the Grievance Procedure, and to receive a copy of all decisions rendered. The aggrieved shall be present at all grievance hearings. When a grievance involves more than one (1) employee, a minimum of two (2) grievants shall be present at all hearings; if the grievance involves more than one (1) building, the grievants present at the hearing shall be from a minimum of two (2) schools. If the grievant(s) cannot be present at a scheduled hearing, the parties in the interest shall extend the time limits and reschedule the hearing at a time when the grievant(s) can be present.
2. No reprisals or harassment of any kind shall be taken by the Board, the Administration, or the Association against any party in interest, any representative, any member of the Association, or any other participant in the Grievance Procedure by reason of such participation.

E. Miscellaneous

1. 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.
2. 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 procedure.
3. The Board will provide the Association, upon request, with public information necessary to the processing of grievances.

ARTICLE 7 Sick Leave

- A. All employees employed under a ten-month contract shall be entitled to ten (10) days of sick leave in a school year. Those employed under a twelve-month contract shall be entitled to twelve (12) days of sick leave in a school year. The sick leave days shall be accumulated in accordance with the New Jersey statutes.
- B. The Superintendent may in unusual circumstances require the presentation of a sick leave certificate in order to obtain sick leave. Such a requirement shall not be applied in an arbitrary or capricious manner.
- C. Employees shall inform their building principals or other immediate superior as soon as it is practically feasible, that a sick day will be required. In any event, teachers shall call the designated substitute number no later than 7:00 a.m. on the day or days that sick leave will be required. Aides shall call their assigned school/office no later than 8:30 a.m. on the day or days that sick leave will be required. Failure to notify may result in a denial of sick leave unless the building principal or other immediate supervisor determines that exceptional circumstances existed that prevented compliance with the notification procedure.

ARTICLE 8 Temporary Leaves of Absence

Employees shall be entitled to the following temporary leaves of absence without loss of pay:

1. A total of two(2) days leave of absence for such personal or other matters which require

absence during the school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than he or she is taking it under this section. One (1) day of such personal leave may be accumulated so as to permit the employee a maximum of three (3) personal leave days in any one (1) school year.

Effective September 1, 1986 all employees shall be required to state the reason for requesting the employee's last available personal leave day for the year.

Personal leave may not be used to extend a school holiday or recess period except in an emergency, in which case the reason for the emergency is to be stated. A day surrounding a weekend of Saturday or Sunday is not considered a school holiday or recess, unless a holiday should precede or follow the weekend. A day required for a religious observance may be taken if contiguous with a holiday if so stated.

2. The actual time necessary for appearance in court or before a state administrative agency pursuant to a duly issued subpoena. The subpoena shall be presented to the building principal or immediate superior for approval in advance of the appearance at court or the administrative agency.
3. A maximum of five (5) days at any one time in the event of the death of a mother, father, spouse, or child. A maximum of three (3) days in the event of the death of a brother, sister, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandmother or grandfather or grandchild. A maximum of two (2) days in the event of the death of an employee's brother-in-law or sister-in-law.
4. Members of the organized Reserve of the Army of the United States, Naval Reserve, United States Air Force Reserve, or United States Marine Corps Reserve, shall be entitled to leave of absence without loss of pay or time on all days on which he/she shall be engaged in field training. Teachers shall make every effort to participate in field training during non-school periods whenever possible.
5. Employees who are required to serve jury duty shall receive their regular daily pay less any stipend received for jury duty.

ARTICLE 9 Extended Leaves of Absence

A. Child Bearing and Child-Rearing Leave

1. Any employee who becomes pregnant, shall notify the Superintendent of such pregnancy as soon as it is medically confirmed. No employee who is pregnant shall be removed from her regular assigned duties during such pregnancy which occurs during the school year for which she is employed or contracted, unless as a result of such pregnancy, her work performance has been substantially impaired or her health would be impaired if she were to continue the performance of her duties.
2. A pregnant employee prior to ceasing her duties, may apply for and receive a child-bearing leave. Application for such child-bearing leave shall be filed with the Superintendent sixty (60) days prior to the commencement of such leave. It shall specify the date upon which it is desired that such leave shall commence, and the date upon which the employee desires to return to her active duty. The Board may require the employee to produce a certificate from a physician to support the requested leave period. In the event the Board disputes the length of the requested leave period, a request shall be made to the Union County Medical Society for the appointment of an impartial physician whose findings and conclusions shall be binding upon both the Board and the employee.

3. If the physician's certificate provided by the employee or the report of the impartial physician does not support the length of the requested leave period, the Board may deny such leave or modify the length for time requested. If the physician's certificate produced by the employee, or the advice of the impartial physician supports the length of the requested leave period, the Board shall grant such leave except if the granting would substantially interfere with the administration of the school. Upon granting of such leave, the term may be extended or reduced based upon medical reasons upon application by the employee to the Board for such extension or reduction. Such application shall be supported by a certificate of a physician. In the event of a dispute concerning the physician's certificate, the matter shall be referred to the County Medical Society for determination as set forth above. If there is no dispute with respect to the application for extension or reduction based upon medical reasons, such leave shall be extended or reduced provided it shall not interfere with the administration of the schools.
4. Sick leave shall be granted to an employee on child-bearing leave in accordance with provisions of N.J.S.A. 18A:30-1, et seq., and applicable rules, regulations, laws, agency, and court decisions. The Board reserves the right to challenge medical certification in accordance with the provisions of paragraph above. Employees shall not accrue additional sick leave while absent on unpaid child-rearing leave.
Pregnancy-related disability shall be treated as any other temporary physical disability. All benefits available to individuals for other temporary disability leaves shall be available for those on leave for pregnancy related conditions.
5. A nontenured employee shall acquire no right to obtain an extension of such leave beyond the end of the contract year in which such leave is obtained. Further, such nontenured employee shall have no right to return to work in the District in the subsequent school year unless a contract has been offered by the board and accepted by the employee in accordance with the appropriate statutes.
6. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any employee prior to the employee resuming her duties and assignments upon the termination of the child-bearing leave. Such doctor's certificate shall certify that the employee is in all respects physically capable of discharging the full scope of her duties.
7. No employee on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Scotch Plains-Fanwood Schools in the area of her certification.
8. A tenured male or female employee who adopts a pre-school child may also request a child-rearing leave of absence without pay. Such employee shall notify the Superintendent as soon as application for adoption has been filed together with a statement of the tentative date upon which de facto custody is to be received. The leave shall commence upon receiving de facto custody of the child or as required by the adoption agency, and shall continue for the balance of that school year together with the next full school year. In the event the employee wishes to return to the district, he/she shall notify the Superintendent no later than March 1 of the succeeding school year.
9. Anything to the above, to the contrary notwithstanding, the Board may grant child-rearing leave to a tenured employee for the remainder of the contract year and for the subsequent contract year upon request by the employee. The request for leave in the subsequent contract year shall be made on or before March 1. The employee shall not be permitted to return prior to the termination of the requested leave time once it has been approved.

- B. 1. A leave of absence without pay of up to one (1) year may be granted to a tenured employee for the purpose of caring for a sick member of the employee's immediate family, which is defined as mother, father, brother, sister, husband, wife, children, father-in-law, mother-in-law, grandmother, grandfather, step-parent or step-child.
2. A leave of absence without pay for either a full semester (September-January or February-August) or a full school year (September-August) shall be granted to a tenured applicant for the purpose of caring for a sick member of the employee's immediate family. Immediate family in this section is defined as parent, spouse, or child. Leaves granted under this section shall be extended for one semester provided the employee notifies the Board in writing at least sixty (60) days prior to the expiration date of the leave of the need for an extension. Applicants for leave under this section must include medical verification that one of the above defined family members is ill and does require home care.
- C. Upon return from any approved extended leave of absence, the employee shall be assigned to the same position formerly held or another position within his/her job classification at the discretion of the Superintendent. All rights and benefits to which an employee was entitled at the time the leave commenced, shall be restored upon return from leave.
- D. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.
- E. All fringe benefits shall cease during the term of a leave granted pursuant to the provisions of this Article. During the term of a leave granted pursuant to the provisions of this article employees shall be permitted to pay for Health Insurance Coverage at the existing group rate for up to one year.

ARTICLE 10 Association Rights

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with nor interrupt normal school operations. The representative shall first notify and obtain permission of the building principal or his/her designee, to enter the building. Such permission shall not be unreasonably withheld.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable times for meetings, provided such meeting will not interrupt normal school operations. Permission shall be obtained from the Central Office on the approved forms for use of such buildings. Permission to use the building shall not be unreasonably withheld.
- C. 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 audiovisual equipment at reasonable times, when such equipment is not otherwise in use in the building. The Association shall pay for any repairs of the aforesaid equipment incident to such use. Permission of the building principal or his/her designee shall be required for its use, which permission shall not be unreasonably withheld.
- D. The Association shall have in each school building a space on a bulletin board in each faculty lounge. Copies of all materials to be posted on the bulletin board shall be given to the building principal.
- E. The Association shall have the right to use interschool mail facilities and school mailboxes as it deems necessary. All materials will be submitted to the building

principal for distribution. Normal distribution procedures shall be followed.

- F. The Association shall be provided, without cost to it, adequate space in a school building to store and maintain files of the Association. The Association shall be allowed to install a telephone in such space at its own expense.
- G. If the president is an elementary teacher or an aide, one (1) day's leave per month shall be granted. If the president is a secondary teacher, said teacher, in addition to his or her regular classroom assignment and preparation period, shall be granted one (1) unassigned period per day for S.P.F.E.A. business in lieu of an additional non-teaching assignment. The president of the Association shall not be scheduled for non-teaching duty assignments.
- H. The Board agrees to make public records available to the Association from time to time in response to reasonable requests. Any costs associated with the preparation or collation of the requested information shall be borne by the Association.
- I. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay if said meetings are mutually scheduled by the Board and the Association.

ARTICLE 11 Employee Rights

- A. 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 negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color 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 teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever an employee is required to appear before the Board or any 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 of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. 1. Whenever an employee is required to appear before a principal or other administrator for a formal evaluation conference, such employee shall have the privilege to adjourn the conference, if after its commencement the employee believes that such conference could adversely affect the continuation of the employee in his or her position, salary, or salary increment. The purpose of such adjournment would be to provide the employee with an opportunity to obtain the services of a local representative to be present to counsel and advise the employee during such subsequent conference.

- 2. The principal or administrator, in the case of an adjournment, may request the presence of the Superintendent or Assistant Superintendent during the subsequent conference. It is understood and agreed that the privilege to adjourn the conference by the employee shall not be acquired until after the commencement of the original conference, and the employee has determined that the conference is adversely affecting his or her position, salary, or salary increment. Arrangements for a subsequent conference shall be made within three (3) working days and the subsequent conference shall take place no later than then (10) working days after the adjournment.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Employees shall not be disciplined without just cause.
- G. Teachers and aides shall not be required to report for duty more than thirty (30) minutes prior to the student arrival time on delayed opening days.

ARTICLE 12 Professional Relationships

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

The exercise of the 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 by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

The parties further acknowledge that this agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations, and responsibilities. The parties further agree that in all aspects of their relationships, they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships.

There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out his/her office, nor shall the Association or any of its members encourage or conduct a strike, impose sanctions, or undertake any concerted activity which shall cause a slowdown or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all the obligations and responsibilities imposed upon it by this Agreement and shall take no action or conduct any activities which shall impair the operation of this Agreement.

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- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever an employee is required to appear before the Board or any 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 of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. 1. Whenever an employee is required to appear before a principal or other administrator for a formal evaluation conference, such employee shall have the privilege to adjourn the conference, if after its commencement the employee believes that such conference could adversely affect the continuation of the employee in his or her position, salary, or salary increment. The purpose of such adjournment would be to provide the employee with an opportunity to obtain the services of a local representative to be present to counsel and advise the employee during such subsequent conference.

- 2. The principal or administrator, in the case of an adjournment, may request the presence of the Superintendent or Assistant Superintendent during the subsequent conference. It is understood and agreed that the privilege to adjourn the conference by the employee shall not be acquired until after the commencement of the original conference, and the employee has determined that the conference is adversely affecting his or her position, salary, or salary increment. Arrangements for a subsequent conference shall be made within three (3) working days and the subsequent conference shall take place no later than then (10) working days after the adjournment.
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The exercise of the 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 by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

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The parties further acknowledge that this agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations, and responsibilities. The parties further agree that in all aspects of their relationships, they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships.

There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out his/her office, nor shall the Association or any of its members encourage or conduct a strike, impose sanctions, or undertake any concerted activity which shall cause a slowdown or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all the obligations and responsibilities imposed upon it by this Agreement and shall take no action or conduct any activities which shall impair the operation of this Agreement.

ARTICLE 13 Posting of Vacancies

- A. Notice of all vacancies to be filled, on other than a temporary basis, in positions included within the bargaining unit where such vacancies were created by retirement, resignation, or leaves of absence for a year or more; in positions paying a salary different from the teachers' salary guide; in administrative and supervisory positions; in department chairperson and extra-curricular positions for which extra compensation is paid, will be given by the Superintendent to the Association and will be posted in each school building. This notice will be posted district-wide within the same twenty-four (24) hour period when school is in session. When school is not in session during the summer months, notice of all vacancies will be posted in each open building in the district, the office of the Board of Education, and a copy of such notices will be given to the Association.
- B. The notice shall set forth the qualifications for the position, required certification, general description of the position, and the salary range. Any change in the qualifications for a position or other changes in the content of the notice of vacancy shall mean that the procedure of posting must be repeated.
- C. 1. During the time when school is in session, notice of vacancies to be filled shall be furnished no later than seven (7) school days before applications must be submitted. In no event shall this period exceed ten (10) calendar days.
2. During the time when school is not in session, notice of vacancies to be filled shall be furnished no later than fourteen (14) calendar days before applications must be submitted.
- D. Those unit members who have indicated a desire for a specific transfer or reassignment under the provisions of Article B-6., shall receive a copy of the notice listed in Sections A. and B. above at their school, if school is in session, or at their home address, if school is not in session.
- Vacancies in classroom teaching positions which occur within thirty (30) days prior to the opening of the school year in September or during the school year will be posted as they occur, but any transfers resulting therefrom may not become effective until September 1 of the following school year, except in the case of a teacher who has returned to the district after a lay-off and is filling a vacancy that will expire prior to the close of the school year, or is less than a full-time position.
- E. The Superintendent or his designee shall acknowledge and consider all applications.
- F. A temporary vacancy is a vacancy which exists for less than a full school year for reasons of extended illness, maternity or leave of absence.

ARTICLE 14 Protection of Employees and Property

- A. An employee may use such reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or in control of a pupil.
- B. 1. Whenever a civil action is brought against an employee for any act or omission arising out of and in the course of the performance of his or her duties, the Board of Education shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such employee from any financial loss resulting therefrom. The Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.

2. Should any criminal action be instituted against an employee for any act or omission arising out of or in the course of his or her duties, and should such proceedings be dismissed or result in a final disposition in favor of such teacher, the Board of Education shall reimburse the employee for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- C. In the event an employee is absent as result of injuries sustained because of an assault upon the employee in the course of the employee's duties, the Board of Education shall pay to the employee the full salary or wages for the period of such absence, up to one (1) calendar year, without having such absence charged to the annual sick leave or cumulative sick leave. The amount of salary or wages paid shall be reduced by the amount of any Worker's Compensation award made for temporary disability. The Board may arrange for and maintain appropriate insurance to cover the payment of such wages.
- D. 1. Employees shall immediately report in writing cases of assaults suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- E. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property which is damaged or destroyed as a result of an assault committed upon a member of the Association while such member was acting in the discharge of his/her duties and within the scope of his/her employment. Such reimbursement shall not cover any clothing of the staff member or personal property which was not physically on the employee's person during the assault. The Board reserves the right to bring an action at law to recover any such reimbursements made by the Board, and the Association agrees on behalf of the staff member affected that the board shall receive an authorization and/or assignment of those rights of the staff member that may be required in order for the Board to commence an action to recover such costs.

ARTICLE 15 Mileage

Employees who may be required to use their own vehicle in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the per mile rate allowed by the I.R.S., adjusted on January 1 and July 1.

ARTICLE 16 Non-Discrimination Clause

The Board of Education and the Scotch Plains-Fanwood Education Association, Inc. agree that no discrimination shall be carried on in any of their practices, and that the policies of both organizations, as well as the application and administration of this Agreement, shall not cause any discrimination on the basis of race, creed, color, religion, national origin, sex, age, domicile, or marital status.

ARTICLE 17 Miscellaneous Provisions

- A. This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- 3. If any such 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 provisions 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.
- 2. Copies of this Agreement shall be printed at the equal expense of the Board of Education and the Scotch Plains-Fanwood Education Association, Inc.
- 2. The personal life of an employee is not an appropriate concern nor within the purview of the Board of Education except in those cases as determined by the Superintendent of Schools wherein the personal life interferes with the effective performance of the employees' assigned functions within the school district.
- 3. Employees shall be entitled to full rights of citizenship and no religious, social, or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said activities do not violate any local, state, or federal law.
- 5. The Board of Education and the Scotch Plains-Fanwood Education Association agree that academic freedom is essential to the fulfillment of the purposes of the Scotch Plains-Fanwood 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 job functions.
- G. In performing their job functions, employees shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the school and society provided however that when they do so, they shall indicate that they are speaking personally and not on behalf of the school, its administration or the Board of Education, and shall assume all liabilities relative to libelous and slanderous statements which they may make.
- H. 1. The Board of Education will administer the Affirmative Action Program in accordance with N.J. Title VI. - Federal Title IX.
2. Should the implementation of affirmative action plans alter or change the terms and conditions of employment, the board of Education and the Scotch Plains-Fanwood Education Association shall enter into immediate negotiations.

**ARTICLE 18
Notice Provisions**

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 by certified mail at the following addresses:

- A. If by the Scotch Plains-Fanwood Education Association to the Board of Education:
Evergreen & Cedar Avenue
Scotch Plains, New Jersey 07076
- B. If by the Board of Education to the Scotch Plains-Fanwood Education Association:
c/o Park Middle School
Park Avenue
Scotch Plains, New Jersey 07076

**ARTICLE 19
Duration**

- A. This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1993, subject to the Scotch Plains-Fanwood Education Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

SCOTCH PLAINS-FANWOOD
EDUCATION ASSOCIATION

SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION

By *Swain Kauder*
President

By *August Rizzaro*
President

By *Barbara Conch*
Secretary

By *Rieghman Cole*
Secretary

**APPENDIX A
SPECIFIC TERMS AND CONDITIONS
AIDES**

**ARTICLE A-1
Work Day and Work Location**

- A. **Minimum Hours**
 - 1. For aides in the employ of the Board prior to July 1, 1979, there shall be a daily minimum guarantee of 2-1/2 hours of work.
 - 2. For aides hired after July 1, 1979, there shall be no daily minimum number of guaranteed hours of work.
- B. **Break**
Aides employed for 5 or more hours daily shall be afforded a 30 minute paid lunch break. For those who work 4 or more hours a day, a 10 minute break shall be afforded.
- C. All aides shall be given written notice of their tentative assignment for the forthcoming year by June 1st and final notice by June 30th. Should changes occur after this date, written notice will be sent to the aide at his/her home or file address by certified mail.

**ARTICLE A-2
Transfers**

- A. **Voluntary Transfer**
The Board of Education recognizes that Aides will, from time to time, request transfers to another building or assignment. Such requests shall be made in writing to the Personnel Specialist.
- B. **Involuntary Transfer**
The Association recognizes that the Board will, from time to time, determine it is in the best interest of the district to transfer an aide to another building or assignment. The Board or its agent agrees to consult with said aide before effectuating such transfer and whenever possible to pursue a mutually acceptable course of action.

ARTICLE A-3 Unexcused Absence

Leaves of absence beyond the limits specified in this Agreement may be granted for legitimate purposes by the Personnel Specialist. Denial of an unpaid leave of absence is grievable to the Superintendent's level. The taking of unauthorized leaves may result in the immediate termination of employment without regard to any individual employment contract termination clauses.

ARTICLE A-4 Evaluation

- A. Each aide shall be given a written evaluation of her/his work at least once a year. The written evaluation report shall be given to the aide at least twenty-four (24) hours in advance of the conference to discuss the report.
- B. Aides shall have the right, upon request, to review the contents of their personnel files and to receive a copy, at Board expense, of any document contained therein. No material shall be placed in an aide's personnel file without the aide receiving a copy first and having the opportunity to submit a written response which shall be attached to the material and placed in the file.
- C. A copy of the job description for the position she/he fills shall be given to each aide at the beginning of each school year.

ARTICLE A-5 Layoff/Recall

- A. In reducing the number of aide positions within each category, aides with the least amount of continuous service as an aide in the classification being reduced shall be reduced first. Aides who have worked in more than one aide classification will have continuous service credit equal to their total continuous service as an aide in the district in the lowest of the classifications in which the aide has worked.
- B. Any aide who has lost her/his job as a result of reduction in the number of aide positions shall be reemployed within her/his category before the Board employs any new aide. The order of recall shall be in the reverse of the order of layoff. The last laid off shall be the first recalled.
- C. Any aide shall be given thirty (30) days notice prior to layoff.
- D. Any aide who is recalled shall have five (5) days from receipt of the recall notice to notify the Board or its agent of her/his acceptance of the recall assignment. Recall notices sent by the Board shall be by certified mail.
- E. Vacancies which occur within either category of aide, including those which result from a refusal of reemployment by aides on the recall list, shall be posted in all school buildings as soon as they become known to the Board or its agent. A copy of the posting shall be sent immediately to the President of the Association.

Aides from either category can apply for any such positions vacant.

ARTICLE A-6 Tuition Reimbursement

The Board agrees to make available the sum of \$2,500 annually for the reimbursement of aide's cost of tuition for college courses related to his/her work assignment.

1. An aide shall apply for reimbursement under the following procedure:
 - a. Prior to beginning the course, the aide shall advise the office of the Superintendent of

- Schools of the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program and the institution where the course will be taken.
 - b. Upon completion of the course, the aide shall present to the office of the Superintendent evidence of the tuition cost incurred and evidence of the grade received.
2. The Board shall reimburse an aide for credits earned to the maximum of \$400 per contract year. It is understood that an aide must be employed, at least, twenty (20) hours per week to be eligible for tuition reimbursement.

APPENDIX B SPECIFIC TERMS AND CONDITIONS TEACHERS

ARTICLE B-1 Salary Guide Placement

- A. The parties have acknowledged the desirability and professionalism of advanced study beyond the B.A. level and desire to incorporate this concept within the Salary Guide. Accordingly, the following regulations will apply to those teachers employed initially on or after July 1, 1971:
 1. A teacher with no prior experience (0 experience range) employed initially on or after July 1, 1971, will be allowed eleven (11) years to move from the B.A. column to another column. In the event that movement to another column is not obtained during the eleven (11) year period, the teacher will not advance further on the B.A. column.
 2. An experienced teacher initially employed on or after July 1, 1971, beyond the 5th step on the Guide will be allowed five (5) years to move from the B.A. column to another column. In the event such advance is not obtained during the five (5) year period, the teacher will remain at that step on the Guide which represents prior experience plus five (5) years in the District.
 3. In the event that a teacher in either category (1) or (2) above moves to another column after the expiration of the eleven (11) or five (5) year period set forth in (1) or (2) above, the maximum allowable advance on the appropriate column shall be one (1) year.
 4. It is expressly acknowledged that the above provisions relate only to those persons initially employed and moving from the B.A. column. It is further expressly acknowledged that the above provisions relate only to those teachers employed on or after July 1, 1971.
- B. **Credit for Prior Experience**
 1. Upon initial employment, employees will be placed on the salary guide in accordance with the provisions of N.J.S.A. 18A:29-9.
 2. Employees hired on or before January 9 of each school year shall be considered as employed for a full year for increment purposes.
 3. Employees hired on or after January 10 of each school year shall be considered as employed for one-half year and shall be credited with one-half year of service for increment purposes.
- C. Funded teachers (Title 1 and Comp. Ed.) shall be given credit for all prior full-time contract public school experience up to three (3) years. This Section does not apply to teachers initially employed after July 1, 1991.

ARTICLE B-2 Sick Leave Bank

- A. The Board of Education will cooperate in the establishment of a Sick Leave Bank. Any qualified teacher may participate in the Bank on a voluntary basis. The Board will deposit as an original

base, a donation of fifty (50) days with the requirement that the Association shall deposit at least an equal number of days. The total maximum number of days in the Bank at any one time, shall not exceed nine hundred (900). It is further agreed between the parties, that the formulation and operation of the administrative procedures in connection with the Sick Leave Bank, shall be the responsibility of the Association.

ARTICLE B-3 Extended Leaves of Absence

A leave of absence without pay of up to two years shall be granted to any teacher who has acquired tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time participant in any of such programs, or accepts a Fulbright Scholarship. Upon return from such leave of absence, the teacher shall assume the position on the Teachers' Salary Guide which would have been held had the teacher continued in service.

Military leave without pay shall be granted to any tenured teacher entering the military service of the United States. Such teacher shall be entitled to the benefits, rights, and privileges with respect to tenure and pension and the benefits which he/she would have had or acquired if he/she had actually served in such employment during such period of leave of absence, in accordance with N.J.S.A. 18A:6-33 and N.J.S.A. 36:23-4.

ARTICLE B-4 Sabbatical Leave

Sabbatical leave is intended to help maintain and improve the quality and efficiency of instructional service to the Scotch Plains-Farwood Schools. It is granted to employees in order that they may extend their professional competence and so better serve the School District.

A sabbatical leave of absence is solely to promote the more efficient conduct of the schools and no application for this leave shall be recommended by the Superintendent of Schools to the Board of Education unless it is his/her considered judgement that the grant will result in a benefit to the professional competence of the applicant and to the general efficiency and improvement of the teaching services.

Eligibility

1. Any teacher who has completed seven (7) or more years of satisfactory service in the Scotch Plains-Farwood Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one semester at full pay or two (2) semesters at half (1/2) pay, for study or travel on a full-time basis.
2. The applicant shall not be eligible for subsequent leaves until he or she shall have served another period of seven (7) years of satisfactory service.

Number of Leaves Authorized

No more than three (3) eligible teachers in the system shall be granted sabbatical leave during any academic year. A maximum of two (2) of the sabbatical leaves shall be granted for one (1) semester during any academic year.

Application for Leave

1. Application shall be made on or before March 1 of any school year. Board approval or denial of sabbatical leave shall be made by April 30. If approved, such leave shall officially begin at the beginning of either the first or second semester of the school year immediately following.
2. Applications shall be made upon a regular blank form prescribed by the Superintendent, and shall include a program of study or travel to be followed by the teacher during the period of the leave. Sabbatical leaves of absence may be granted for formal full-time

advanced university study leading to a degree, diploma, or certificate of completion. A minimum of twelve (12) semester hours of credit must be gained during each semester of the leave. The program of study, listing all courses to be taken, shall have the approval of the university advisor and the Superintendent before the application is processed. When application for sabbatical leave is made in order to pursue advanced studies, an official transcript of final grades shall be presented to the Superintendent of Schools at the end of the sabbatical leave as an indication of satisfactory completion of the course of study.

When the application for sabbatical leave is made for purposes of travel, said application shall include the proposed time schedule, locations to be visited, and the goals of the trip. A minimum of eighty percent (80%) of the sabbatical leave for travel must be spent for this purpose. A written report of the values of the travel, as these values relate to the improvement of the individual's teaching service, will be presented to the Superintendent of Schools at the end of the sabbatical leave.

3. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and seniority of service. Similarly, consideration shall be given to the reasonable and equitable distribution of the application among the different schools, grade levels, and departments.
4. A teacher granted a sabbatical leave may be requested by the Board of Education to undergo a physical examination to determine whether there is a reasonable probability that he or she will be physically able to return to service for the minimum period required by these regulations.

F. Subsequent Service

1. Before being granted leave, the teacher shall certify under contract to terms mutually agreed upon by the Scotch Plains-Farwood Board of Education and the applicant to continue service in the system for a period of not less than two (2) academic years after the expiration of the sabbatical leave of absence.
2. If a teacher refuses to continue in service for the two (2) consecutive academic years after expiration of the sabbatical leave of absence, he or she shall be obligated to repay to the Board such sum of money as the salary received on sabbatical leave proportionately bears to the two (2) subsequent years based on the nonperformed part of the two (2) subsequent years. Example: Compensation during sabbatical-\$10,000; salary for two (2) subsequent academic years-\$20,000; teacher resigns after one (1) subsequent academic year, teacher obligated to reimburse the Board in the amount of \$5,000. However, such reimbursement shall not be required if the teacher is discharged by the board, incapacitated, or for any other extraordinary reasons to be determined by the Board of Education.

G. Tenure and Pension Status

Contributions to the retirement fund by the teacher shall continue through the period of sabbatical leave and shall count as regular service for such retirement. Tenure privileges and salary increments shall continue such as they might in normal employment.

H. Illness or Accident

Should the program of study or travel being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness (verified by the Superintendent), this unforeseen fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and benefits provided for under the terms of the sabbatical leave policy, providing the Superintendent is promptly notified of such accident or illness and that a confirmation of such accident or illness is sent to the Superintendent by means of certified mail within thirty (30) days after the onset of such illness or occurrence of accident.

I. Forfeiture of Leave

If the teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted

base, a donation of fifty (50) days with the requirement that the Association shall deposit at least an equal number of days. The total maximum number of days in the Bank at any one time, shall not exceed nine hundred (900). It is further agreed between the parties, that the formulation and operation of the administrative procedures in connection with the Sick Leave Bank, shall be the responsibility of the Association.

ARTICLE B-3 Extended Leaves of Absence

- A. A leave of absence without pay of up to two years shall be granted to any teacher who has acquired tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time participant in any of such programs, or accepts a Fulbright Scholarship. Upon return from such leave of absence, the teacher shall assume the position on the Teachers' Salary Guide which would have been held had the teacher continued in service.
- B. Military leave without pay shall be granted to any tenured teacher entering the military service of the United States. Such teacher shall be entitled to the benefits, rights, and privileges with respect to tenure and pension and the benefits which he/she would have had or acquired if he/she had actually served in such employment during such period of leave of absence, in accordance with N.J.S.A. 18A:6-33 and N.J.S.A. 38:23-4.

ARTICLE B-4 Sabbatical Leave

- A. Sabbatical leave is intended to help maintain and improve the quality and efficiency of instructional service to the Scotch Plains-Fanwood Schools. It is granted to employees in order that they may extend their professional competence and so better serve the School District.
- B. A sabbatical leave of absence is solely to promote the more efficient conduct of the schools and no application for this leave shall be recommended by the Superintendent of Schools to the Board of Education unless it is his/her considered judgement that the grant will result in a benefit to the professional competence of the applicant and to the general efficiency and improvement of the teaching services.
- C. **Eligibility**
 - 1. Any teacher who has completed seven (7) or more years of satisfactory service in the Scotch Plains-Fanwood Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one semester at full pay or two (2) semesters at half (1/2) pay, for study or travel on a full-time basis.
 - 2. The applicant shall not be eligible for subsequent leaves until he or she shall have served another period of seven (7) years of satisfactory service.
- D. **Number of Leaves Authorized**

No more than three (3) eligible teachers in the system shall be granted sabbatical leave during any academic year. A maximum of two (2) of the sabbatical leaves shall be granted for one (1) semester during any academic year.
- E. **Application for Leave**
 - 1. Application shall be made on or before March 1 of any school year. Board approval or denial of sabbatical leave shall be made by April 30. If approved, such leave shall officially begin at the beginning of either the first or second semester of the school year immediately following.
 - 2. Applications shall be made upon a regular blank form prescribed by the Superintendent, and shall include a program of study or travel to be followed by the teacher during the period of the leave. Sabbatical leaves of absence may be granted for formal full-time

advanced university study leading to a degree, diploma, or certificate of completion. A minimum of twelve (12) semester hours of credit must be gained during each semester of the leave. The program of study, listing all courses to be taken, shall have the approval of the university advisor and the Superintendent before the application is processed. When application for sabbatical leave is made in order to pursue advanced studies, an official transcript of final grades shall be presented to the Superintendent of Schools at the end of the sabbatical leave as an indication of satisfactory completion of the course of study.

When the application for sabbatical leave is made for purposes of travel, said application shall include the proposed time schedule, locations to be visited, and the goals of the trip. A minimum of eighty percent (80%) of the sabbatical leave for travel must be spent for this purpose. A written report of the values of the travel, as these values relate to the improvement of the individual's teaching service, will be presented to the Superintendent of Schools at the end of the sabbatical leave.

- 3. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and seniority of service. Similarly, consideration shall be given to the reasonable and equitable distribution of the application among the different schools, grade levels, and departments.
- 4. A teacher granted a sabbatical leave may be requested by the Board of Education to undergo a physical examination to determine whether there is a reasonable probability that he or she will be physically able to return to service for the minimum period required by these regulations.
- F. **Subsequent Service**
 - 1. Before being granted leave, the teacher shall certify under contract to terms mutually agreed upon by the Scotch Plains-Fanwood Board of Education and the applicant to continue service in the system for a period of not less than two (2) academic years after the expiration of the sabbatical leave of absence.
 - 2. If a teacher refuses to continue in service for the two (2) consecutive academic years after expiration of the sabbatical leave of absence, he or she shall be obligated to repay to the Board such sum of money as the salary received on sabbatical leave proportionately bears to the two (2) subsequent years based on the nonperformed part of the two (2) subsequent years. Example: Compensation during sabbatical-\$10,000; salary for two (2) subsequent academic years-\$20,000; teacher resigns after one (1) subsequent academic year, teacher obligated to reimburse the Board in the amount of \$5,000. However, such reimbursement shall not be required if the teacher is discharged by the board, incapacitated, or for any other extraordinary reasons to be determined by the Board of Education.
- G. **Tenure and Pension Status**

Contributions to the retirement fund by the teacher shall continue through the period of sabbatical leave and shall count as regular service for such retirement. Tenure privileges and salary increments shall continue such as they might in normal employment.
- H. **Illness or Accident**

Should the program of study or travel being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness (verified by the Superintendent), this unforeseen fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and benefits provided for under the terms of the sabbatical leave policy, providing the Superintendent is promptly notified of such accident or illness and that a confirmation of such accident or illness is sent to the Superintendent by means of certified mail within thirty (30) days after the onset of such illness or occurrence of accident.
- I. **Forfeiture of Leave**

If the teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted

in the opinion of the Superintendent, the Superintendent shall report this fact to the Board of Education. The Board may terminate the leave of absence as of the date of its abuse as determined by the Superintendent.

J. **Sabbatical to Maternity Leave**

If a teacher on sabbatical leave of absence should ascertain that she is pregnant, she shall immediately report this fact to the Superintendent. The Superintendent shall evaluate all facts and circumstances in order to determine whether the teacher is physically able to complete such sabbatical leave. In the event he/she determines that he/she is, the sabbatical leave shall continue. In the event, however, that he/she determines he/she is not, he/she may recommend termination of the sabbatical leave to the Board of Education, at which time the teacher may then apply for maternity leave under established procedure.

K. **Return to Active Duty**

A teacher on sabbatical leave for the first semester of any school year, shall notify the Superintendent in writing on or before December 1 of that year, of his or her intention to return to duty the following semester. If leave has been granted for the second semester of the entire school year, the teacher shall give notification on or before April 1. Failure to give such notification on the part of the employee on leave will be interpreted as an indication that such employee does not wish to remain in the employ of the Scotch Plains-Fanwood Board of Education.

L. **Reinstatement**

Upon the termination of the sabbatical leave, the teacher who has complied with the regulations set forth in the aforementioned paragraphs shall be reinstated with the same rights and privileges as those who remained in the full-time employment of the Board of Education.

M. **Salary**

The salary granted to a teacher on sabbatical leave for one (1) semester, shall be the same salary to which he or she would be entitled if not on leave, minus the regular deductions for Federal Income Tax and for Teachers' Pension Fund, as computed for all employees. The salary granted to a teacher on a full school year sabbatical leave shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, minus the regular deductions for Federal Income Tax and Teachers' Pension Fund. The salary payments shall be in accordance with the general time schedule for payment of salaries in the Scotch Plains-Fanwood Public Schools.

N. During sabbatical leave, the Board shall continue to provide full insurance coverage.

ARTICLE B-5 Reduction In Force Procedure

- A. If a reduction in tenured personnel is being considered, the Board shall notify and consult with the Association as soon as practical but not less than sixty-five (65) days before the layoff is to take place. The Board shall submit a list of teachers who will be RIF'd to the Association as soon as a final decision on the number of teachers to be laid off is made at the April Board meeting.
- B. A seniority list shall be prepared by the Board and presented to the Association by November 1st of each school year. The list shall include all tenured bargaining unit personnel and shall list their name, school, grade level, years of service, certification, and subject(s) taught. Prior to the Board taking action to reduce the teaching force, an updated seniority list shall be forwarded to the Association President; this updated seniority list shall be forwarded not later than March 1 preceding the planned reduction. The Association shall have the right to meet with the Superintendent or his/her designee, in the event of a disagreement concerning the layoff list. Such meeting will take place prior to notification of the individual teacher(s) and prior to the notification deadline but not later than March 15.

- C. Tenured teachers shall not be laid off as long as there are probationary or non-tenured teachers holding positions for which the tenured teachers, whose positions are being curtailed, are certified.
- D. Except as provided in C. above, layoffs will be on the basis of seniority and certification. In the case of teachers with identical seniority, the level of certification shall be the standard. Those with less than standard certification shall be considered for layoff before any one with standard certification.
- E. In the case of identical substandard certification, the accumulation of credits toward standard certification shall be the determining factor in making such decisions.
- F. The reduction in force shall be made through attrition to the extent possible. In the case of any vacancies that occur subsequent to the reduction, the Board shall first offer a job to any tenured employee who has been laid off and who is certified for the vacancy. The parties recognize that Section F. contains provisions that are nonnegotiable under present law. Until the law changes or Court decisions dictate to the contrary, this Section is nonenforceable through the grievance procedure. However, it is understood by the parties that the Board will endeavor to continue to implement these provisions.
- G. All offers of re-employment to personnel in layoff status, shall be by registered mail, return receipt requested, to the last known address of the affected employee. The teacher, so affected, shall not later than seven (7) days from receipt of the offer of re-employment, notify the Superintendent in writing, by registered mail, return receipt requested, of acceptance or rejection of the offer. Teachers rejecting an offer of re-employment, shall have their name removed from the recall list.
- H. The district procedures on voluntary transfers and voluntary reassignments, shall be honored to the extent that implementation of the procedures does not violate the recall rights of reduced personnel as set forth in this Article.

ARTICLE B-6 Voluntary and Involuntary Transfers and Reassignments

A. **Definitions**

1. A transfer is defined as a relocation of a teacher from one building to another in an equivalent position.
2. A reassignment is defined as any change in position, at the elementary level, from one grade to another; at the secondary level from one subject to another.

B. **Procedure**

1. All teachers shall be given written notice of changes in grade and/or subject assignments or building assignments for the forthcoming year by June 15. Should changes occur after this date, written notice will be sent to the teacher at his/her home or file address by certified mail.
2. Prior to an involuntary transfer or an involuntary reassignment, a conference must be held involving the Superintendent or appropriate administrator and the teacher. Should involuntary transfer or reassignment be implemented, it shall take place no sooner than ten (10) school days after the conference.
3. Teachers who desire transfer or reassignment may file a written statement of such desire with the Superintendent, the present principal, or the appropriate administrator at any time. This application will be in effect until the request is acted upon, until the beginning of the next school year, or until withdrawn by the applicant.
4. The Superintendent or his designee shall acknowledge in writing receipt of teacher's requests for voluntary transfers or reassignments.
5. When an involuntary transfer or involuntary reassignment is necessary, a staff member's

area of competence, major or minor field of study and certification, length of service in the Scotch Plains-Farwood School District, length of service in the particular school building, and other relevant factors shall be considered in determining which staff member is to be transferred.

The parties recognize that Section 5. contains provisions that are nonnegotiable under present law. Until the law changes or Court decisions dictate to the contrary, this Section is not enforceable through the grievance procedure. However, it is understood by the parties that the Board will endeavor to continue to implement these provisions.

ARTICLE B-7 Personnel Files

- A. Any teacher shall be entitled to inspect his/her professional file(s) by appointment. A professional personnel file shall be defined as any file on any individual teacher maintained by any administrator of the school district.
- B. Each teacher shall be afforded an opportunity to place into his/her personnel file his/her answers or comments regarding the material contained within the personnel files.
- C. The following procedures shall be used in the inspection of professional personnel files:
 - 1. A teacher's request to see his/her personnel file shall be made in writing.
 - 2. After inspecting his/her personnel file, the teacher shall sign a statement acknowledging the fact that he/she has been afforded the opportunity to inspect his/her file.
 - 3. Should the teacher want to place any comments or explanations on the material in his/her personnel file, the teacher shall be afforded such opportunity, and such written comments or statements shall be attached to and placed in the file.
 - 4. The fact of a reply shall be noted on the original document to indicate that a reply has been made. Said note shall be initiated by both parties.
 - 5. The holder of the file or his/her designee may be present during any inspection of the file.
 - 6. When a document, other than those excepted above, is placed in the Central Office personnel file of a teacher, that teacher shall receive a copy of the document. This statement shall not apply to evaluative reports signed by the teacher, letters written to the Central Office administrators by the teacher, or official transcripts and/or certificates filed.

ARTICLE B-8 Teacher Assignment

- A. Secondary teachers shall have a minimum of one preparation period per day, exclusive of lunch, which shall be equal in duration to one regular teaching period, except on early dismissal days when the availability of preparation periods shall be determined by the schedule.
- B. Elementary teachers shall be relieved of classroom duties during the time that the art, music, or physical education teachers are teaching their classes. This time will be designated preparation time.
- C. Special teachers in the elementary schools shall have a minimum of one hundred and twenty (120) minutes preparation time per week within the student day. No preparation period shall be less than thirty (30) consecutive minutes.
- D.
 - 1. In addition, elementary teachers and special teachers in the elementary school shall have a daily duty-free lunch period of sixty (60) consecutive minutes, except that one (1) teacher per building per day may be scheduled on an equitable rotating basis to be on call to assist in an emergency during this period. "On call" shall mean that the teacher scheduled for the day shall be available in the building to be called in the event of an emergency. "On call" does not mean that the teacher is assigned to supervise in the lunchroom or on the playground or otherwise during the duty-free lunch period described; however, if the

aide or another employee who is assigned to such supervision is absent, the teacher (refers to the teacher "on call" for that day) may be assigned such supervision. In the event of such absence and the assignment to supervise, the teacher shall have a minimum duty-free lunch period of thirty (30) consecutive minutes. The Board will make every effort to have an aide on duty.

- 2. If additional teachers in any building are needed during their normal lunch hour to supervise in the lunchroom, or on the playground or otherwise, said teachers, who shall be selected on a volunteer or rotating basis shall be compensated at the rate of \$9.00 per half hour. Assignment without compensation continues under Section 1 above for the "on call" teacher.
- 3. On delayed opening days the elementary teachers' duty-free lunch period may be reduced to the same length as the student lunch period, however, the teachers' duty-free lunch period shall be at least thirty (30) minutes.
- 4. Commencing September, 1992, the instructional day in the elementary schools shall be increased by twenty (20) minutes. This shall be accomplished without increasing the length of the teacher's work day or decreasing the length of the teachers' lunch period.
- E.
 - 1. At the secondary level, no teacher shall be required to cover classes in lieu of hiring a full day substitute for an absent teacher. Any secondary teacher who is assigned to cover for an absent teacher in lieu of the Board of Education hiring a substitute, shall receive a sum equal to 1/2,000th of his/her salary for each period covered.
 - 2. In the event that the art, music, or physical education teacher is absent and no substitute is hired, the elementary teachers who are thereby deprived of their preparation period shall receive a sum equal to 1/2,000th of their salary for each preparation period lost as a result of the Board's failure to obtain a substitute for the special teacher.
- F. Teachers assigned to elementary buildings shall be required to attend one (1) evening parent conference session per year. On the evening parent conference day the elementary schools will be closed after the minimum length school day and teachers shall be permitted to leave at the normal time interval following student dismissal.

ARTICLE B-9 Tuition Reimbursement and Procedure and Qualification for Graduate Credits

- A. The Board agrees to make available the following annual sums for the reimbursement for teachers' costs of tuition for courses taken for professional development:

| | |
|---------|---|
| 1991-92 | \$47,500 |
| 1992-93 | If the current arbitration (AR-91-5) concerning increment withholding is decided in favor of the Board, the amount shall be \$51,200 otherwise the amount shall remain at \$47,500. |
- 1. A teacher shall apply for reimbursement under the following procedure:
 - a. Prior to beginning the course, the teacher shall advise the office of the Superintendent of Schools of the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program, and the institution where the course will be taken.
 - b. Upon completion of the course, the teacher shall present to the office of the Superintendent, evidence of the tuition cost incurred and evidence of the grade received.
- 2. A teacher shall be reimbursed up to a maximum of six (6) credits per school year for tuition cost incurred if he or she has followed the procedures of Section 1, a. and b., and if:

- a. The content of the course is directly connected with the teacher's subject level or grade level assignment, or the course is apart of a program leading to an advanced degree in which the teacher is matriculated. Courses should be taken at an accredited college or university;
 - b. the grade received was passing or better;
 - c. the teacher has not received or will not receive reimbursement from some other source.
3. A teacher shall be reimbursed within sixty (60) days of the time he or she has satisfied all of the above regulations.
 4. Monies not expended for such tuition reimbursement in any one contract year shall be added to the sum available in the successive contract year for such reimbursement purposes.
- B. A Credentials Evaluation Committee shall be formed which shall consist of two (2) administrators appointed by the Superintendent, and two (2) elementary and two (2) secondary teachers appointed by the Scotch Plains-Farwood Education Association, Inc. The said Committee shall review credits which have been earned and proposed credits beyond the Bachelor's Degree. They shall make their recommendation to the Superintendent or his/her designee as to whether such credits are within the teaching specialty in order to warrant an increase on the Teachers' Salary Guide. The final determination as to the recognizing of such credits shall rest solely with the Superintendent.
1. Placement or advancement to the Bachelor's Degree plus 30 category can be obtained by the member of the professional staff who has completed thirty (30) semester hours of advanced study beyond a Bachelor's Degree. Such advanced study shall include a minimum of eighteen (18) credits in his/her subject field or the field for which he/she is certified, and no more than twelve (12) credits in other areas that will improve teacher competence. Advanced credits may include credits taken prior to the awarding of the Bachelor's Degree if such credits were in the field or fields of certification and were over and above the requirement of the degree itself. Those persons who believe they have met this requirement should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee with a copy to the representatives of the Scotch Plains-Farwood Education Association, Inc. on the Credentials Evaluation Committee. Thereafter, the Credentials Evaluation Committee shall make its recommendation to the Superintendent as to the recognition of such credits. The Superintendent shall then make final recommendation to the Board as to advancement on the Teachers' Salary Guide.
 2. Placement or advancement to the Master's Degree plus 30 category can be obtained by the member of the professional staff who has completed thirty (30) semester hours of advanced study beyond a Master's Degree. Such advanced study shall include a minimum of eighteen (18) credits in his/her subject field or the field for which he/she is certified, and no more than twelve (12) credits in other areas that will improve teacher competence. Advance credits may include credits taken prior to the awarding of the Master's Degree if such credits were in the field or fields of certification and were over and above the requirements of the degree itself. Those persons who believe they have met this requirement should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee with a copy to the representatives of the Scotch Plains-Farwood Education Association, Inc. on the Credentials Evaluation Committee. Thereafter, the Credentials Evaluation Committee shall make its recommendation to the Superintendent as to the recognition of such credits. The Superintendent shall then make the final recommendation to the Board as to advancement on the Teachers' Salary Guide.
 3. Placement or advancement to the Sixth Year Training category can be obtained by a member of the professional staff who has earned a Sixth Year certificate or diploma from a recognized college or university; by a member who is enrolled in a doctorate program

leading to a recognized degree when the member has completed thirty (30) credits in addition to a Master's Degree or the member has completed sixty (60) credits beyond a Bachelor's Degree if the doctoral candidate has entered the program with a Master's Degree; or by a member who has completed sixty (60) credits in an accredited college or university having been awarded a Master's Degree or by a member who has earned two (2) Master's Degrees. Those members who believe they have met any of the above requirements should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee with a copy to representatives of the Scotch Plains-Farwood Education Association, Inc. on the Credentials Evaluation Committee. Thereafter, the Credentials Evaluation Committee shall make its recommendation to the Superintendent as to the recognition of such credits. The Superintendent shall then make the final recommendation to the Board as to the advancement on the Teachers' Salary Guide. All credits accepted by the degree-granting institutions in the program are acceptable for meeting the conditions of this level.

4. Persons planning to take courses to meet the requirements of either Paragraphs 1, 2 or 3 above should have such courses submitted to the Credentials Evaluation Committee, who will recommend to the Superintendent as to whether such courses should be approved. The Superintendent will make the final determination as to approval of such courses.
 5. Effective February 1, 1981, the right to payment at BA plus 30, Master's, Master's plus 30, Sixth Year Training level, and Doctorate shall take place either on September 1 or February 1 after receipt of the degree or from the date the credits have been completed in accordance with the requirements of Paragraphs 1, 2, 3, and 4 above. The teacher shall advise the Superintendent of Schools or his designee as soon as necessary course credits for horizontal guide movement is achieved. The teacher must submit verification of course completion by December 1 for course(s) completed in the Spring or Summer and by May 1 for Course(s) completed during the Fall semester.
- C. In-district credit shall be awarded to teachers for satisfactory completion of in-service programs, continuing education courses, and/or curriculum development that have prior approval by the Superintendent and shall be granted in accordance with the following ratio:
- one (1) credit for (8-10) hours of class, in-service or curriculum development
 - two (2) credits for (16-20) hours of class, in-service or curriculum development
 - three (3) credits for (24-30) hours of class, in-service or curriculum development
- Should the number of hours of in-service programs, continuing education, and/or curriculum development be greater than the ten (10) hour or twenty (20) hour maximums in the ratios indicated, the teachers who participate will be awarded the next highest number of in-district credits. A certificate of completion will be provided to teachers who meet the requirements for in-district credits.
- A maximum of twelve (12) credits earned by completion of continuing education courses, in-service programs, or in-district curriculum development may be applied toward salary advancement. These in-district credits may be applied to meet the requirement for eighteen (18) credits in the teacher's subject field and/or to meet the requirement for twelve (12) credits in other areas that will improve teacher competence under the provisions of Article B-9 of the contract.

ARTICLE B-10 Volunteers and Aides

- A. Volunteers shall only be assigned to work with a teacher with the teacher's acceptance. Volunteers shall be accountable to and take direction from the teachers to whom they are assigned. The services of a volunteer shall be discontinued by the administrator in charge upon the written request of the teacher. Volunteers shall only perform non-instructional duties. Volunteers shall not be used to displace certified employees.

- B. Teacher aides will not be assigned to work with a teacher at the same time that a child of the teacher aide is being taught by the teacher.

ARTICLE B-11 Nontenured Teachers

On or before April 30 of each year, the Board shall give to each nontenured teacher continuously employed since the preceding September 30 either:

1. a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board of Education and the Scotch Plains-Farwood Education Association, Inc., or
2. a written notice that such employment shall not be offered.
3. If the teacher desires to accept such employment, he/she shall notify the Board of Education of such acceptance in writing on or before June 1, in which event, such employment shall continue as provided for herein. In the event such notification is not received on or before June 1, it shall be deemed to be a rejection of the Board's offer of employment.

ARTICLE B-12 Teacher Evaluation

- A. 1. Teacher evaluation shall be based on the observation and evaluation of the total performance of the teaching staff member as an employee of the district. The personal life of a teacher shall not be the subject of evaluation.
2. All evaluations shall be made by appropriately certified personnel. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. This not to preclude informal observation concerning the caliber of a teacher's performance and/or work. If the results of informal observations are to appear in a written evaluation, the teacher shall be notified within five (5) school days after the informal observation.
- B. Nontenured teachers will be evaluated and observed in accordance with the provisions of N.J.A.C. 6:3-1.19.
- C. Tenured teachers will be evaluated at least one time during each school year. Each tenured teacher shall be observed in the classroom for at least one (1) full period per year or for not less than thirty (30) minutes at the elementary level.
- D. Formal observation of classroom performance shall be followed by a conference between the evaluator and the teacher. This conference shall take place within three (3) school days of the classroom visitation, and prior to the drafting of the formal written report. The formal evaluation report shall be completed within five (5) school days following the conference and shall include strengths, weaknesses, and specific suggestions for improvement if weaknesses are noted.
- E. No evaluation report will be filed in the Superintendent's office until after the teacher has seen it, has had the opportunity upon request for a conference to discuss it, has signed it as an indication that he/she has seen it, and has had the opportunity to make comments on the evaluation form.
- F. The teacher will be given a copy of all filed evaluation reports and statements.

APPENDIX C

ARTICLE C-1 Athletic Trainer/Equipment Manager

- A. All of the provisions of this Agreement shall apply except:
- | | |
|--------------|--|
| Appendix A | Aides; |
| Article B-1 | Salary Guide Placement Sections A. and C; |
| Article B-5 | Reduction in Force Procedure; |
| Article B-6 | Voluntary and Involuntary Transfers and Reassignments; |
| Article B-8 | Teacher Assignment; |
| Article B-10 | Volunteers and Aides; |
| Article B-11 | Nontenured Teachers; and |
| Article B-12 | Teacher Evaluation |
- B. The work year for the Athletic Trainer shall be September 1 to June 30 plus twelve (12) additional days to be worked during the month of August at the direction of the Principal or designee.
- C. The work week and work day of the Athletic Trainer shall be Monday through Friday from 10:00 a.m. until the conclusion of the afternoon athletic practice and/or contests plus Saturdays, Sundays, holidays and evenings when there are athletic events that require the Athletic Trainer's presence. The Athletic Trainer shall be entitled to a lunch period that is equal in duration to the lunch period of secondary teachers and if required to work in the evening, a dinner break of no less than sixty (60) minutes.
- D. The base salary of the Athletic Trainer shall be set forth on the teachers' salary guide and shall be set in accordance with educational degrees and years of experience. For each of the twelve (12) days of work during August, the Athletic Trainer shall be paid one-two hundredth (1/200) of his/her base salary.
- E. The Athletic Trainer shall not be disciplined without just cause.
- F. The Athletic Trainer shall be evaluated at least once per year by the Principal or designee. The Trainer shall be given a copy of all evaluation reports and statements.

**APPENDIX D
HEALTH INSURANCE**

**ARTICLE D-1
Second Opinion**

SCOTCH PLAINS-FANWOOD AIDES' SALARY GUIDES

SCHEDULE A 1991-1992

LUNCHROOM (General Aides)

| Hours/Day | Hours/Year | 1(6.58) | 2(6.95) | 3(7.21) | 4(7.49) | 5(7.79) | 6(8.23) | 7(10.34) |
|-----------|------------|---------|---------|---------|---------|---------|---------|----------|
| 2.5 | 450 | 2,962 | 3,129 | 3,244 | 3,368 | 3,507 | 3,703 | 4,653 |
| 3.5 | 630 | 4,147 | 4,381 | 4,542 | 4,716 | 4,910 | 5,184 | 6,515 |
| 4.0 | 720 | 4,739 | 5,007 | 5,191 | 5,389 | 5,611 | 5,924 | 7,446 |
| 5.0 | 900 | 5,924 | 6,259 | 6,488 | 6,737 | 7,014 | 7,405 | 9,307 |
| 5.5 | 990 | 6,517 | 6,885 | 7,137 | 7,410 | 7,715 | 8,146 | 10,238 |
| 6.0 | 1,080 | 7,109 | 7,511 | 7,786 | 8,084 | 8,416 | 8,887 | 11,168 |

CLASSROOM AIDES

| Hours/Day | Hours/Year | 1(6.68) | 2(7.06) | 3(7.41) | 4(7.78) | 5(8.16) | 6(8.67) | 7(11.12) |
|-----------|------------|---------|---------|---------|---------|---------|---------|----------|
| 2.0 | 360 | 2,404 | 2,542 | 2,668 | 2,802 | 2,939 | 3,123 | 4,002 |
| 6.0 | 1,080 | 7,212 | 7,625 | 8,004 | 8,405 | 8,818 | 9,368 | 12,005 |
| 6.2 | 1,116 | 7,453 | 7,879 | 8,270 | 8,685 | 9,112 | 9,680 | 12,406 |
| 6.5 | 1,170 | 7,813 | 8,261 | 8,671 | 9,105 | 9,553 | 10,149 | 13,006 |
| 6.6 | 1,188 | 7,934 | 8,388 | 8,804 | 9,245 | 9,700 | 10,305 | 13,206 |

SCHEDULE A 1992-1993

LUNCHROOM (General Aides)

| Hours/Day | Hours/Year | 1(6.96) | 2(7.36) | 3(7.63) | 4(7.92) | 5(8.25) | 6(8.71) | 7(10.94) |
|-----------|------------|---------|---------|---------|---------|---------|---------|----------|
| 2.5 | 450 | 3,134 | 3,311 | 3,432 | 3,564 | 3,711 | 3,918 | 4,924 |
| 3.5 | 630 | 4,368 | 4,636 | 4,805 | 4,989 | 5,195 | 5,485 | 6,893 |
| 4.0 | 720 | 5,015 | 5,298 | 5,492 | 5,702 | 5,937 | 6,268 | 7,878 |
| 5.0 | 900 | 6,268 | 6,622 | 6,865 | 7,128 | 7,421 | 7,836 | 9,848 |
| 5.5 | 990 | 6,895 | 7,285 | 7,551 | 7,841 | 8,163 | 8,619 | 10,832 |
| 6.0 | 1,080 | 7,522 | 7,947 | 8,238 | 8,553 | 8,905 | 9,403 | 11,817 |

CLASSROOM AIDES

| Hours/Day | Hours/Year | 1(7.07) | 2(7.47) | 3(7.84) | 4(8.23) | 5(8.64) | 6(9.18) | 7(11.76) |
|-----------|------------|---------|---------|---------|---------|---------|---------|----------|
| 2.0 | 360 | 2,544 | 2,689 | 2,823 | 2,964 | 3,110 | 3,304 | 4,234 |
| 6.0 | 1,080 | 7,631 | 8,068 | 8,468 | 8,893 | 9,330 | 9,912 | 12,703 |
| 6.2 | 1,116 | 7,886 | 8,337 | 8,751 | 9,190 | 9,641 | 10,243 | 13,126 |
| 6.5 | 1,170 | 8,267 | 8,740 | 9,174 | 9,634 | 10,107 | 10,738 | 13,761 |
| 6.6 | 1,188 | 8,394 | 8,875 | 9,315 | 9,782 | 10,263 | 10,903 | 13,973 |

A. For the following surgical procedures a second surgical opinion is required when performed on an elective non-emergency basis:

- * Coronary Bypass
- * Reconstruction of the hip
- * Surgery of the big toe to correct deformity (including bunion)
- * Removal of the uterus (hysterectomy)
- * Surgery of the back (laminectomy/fusion)
- * Removal of knee cartilage
- * Dilation and curettage
- * Cataract removal
- * Surgical removal of hemorrhoids
- * Removal of prostate (complete or partial)
- * Removal of the gall bladder
- * Bone surgery of the foot
- * Removal of all or part of the kneecap
- * Surgical reconstruction of the nose (including submucous resection)
- * Surgery of tendon sheath (wrist only)
- * Removal of tonsils and/or adenoids
- * Surgery of the breast
- * Hernia repair
- * Varicose vein surgery

B. In order to obtain a second opinion, the employee would call 1-800-523-2213. A nurse reviewer will ask the date of the surgery, the doctor's name and address, the type of surgery and diagnosis. The nurse reviewer will have several board certified doctors, conveniently located, to offer to the employee for a second opinion. If an employee has a doctor he/she wants to see, the doctor suggested must be board certified and have no financial interest (i.e., partners, same practice) with the first doctor.

**SCHEDULE B
SCOTCH PLAINS-FANWOOD TEACHERS
SALARY GUIDE FOR 1991-92**

| Degree Step | B.A. | B.A. & 30 | M.A. | M.A.+30 | Sixth Year | Doc |
|-------------|--------|-----------|--------|---------|------------|--------|
| 0 | 27,940 | 30,042 | 31,049 | 33,045 | 34,037 | 35,493 |
| 1 | 28,295 | 30,399 | 31,404 | 33,397 | 34,390 | 35,849 |
| 2 | 28,678 | 30,771 | 31,779 | 33,771 | 34,770 | 36,230 |
| 3 | 29,065 | 31,158 | 32,168 | 34,159 | 35,158 | 36,617 |
| 4 | 29,454 | 31,547 | 32,554 | 34,546 | 35,544 | 37,003 |
| 5 | 29,965 | 32,066 | 33,147 | 35,264 | 36,311 | 37,924 |
| 6 | 30,743 | 33,083 | 34,218 | 36,417 | 37,528 | 39,234 |
| 7 | 31,752 | 34,153 | 35,376 | 37,636 | 38,832 | 40,616 |
| 8 | 32,797 | 35,311 | 36,531 | 38,945 | 40,191 | 42,063 |
| 9 | 33,867 | 36,467 | 37,755 | 40,307 | 41,598 | 43,606 |
| 10 | 34,890 | 37,725 | 39,128 | 41,727 | 43,127 | 45,180 |
| 11 | 35,964 | 38,876 | 40,376 | 43,251 | 44,698 | 46,825 |
| 12 | 37,146 | 40,298 | 41,865 | 44,834 | 46,333 | 48,556 |
| 13 | 38,478 | 41,787 | 43,403 | 46,495 | 48,016 | 50,358 |
| 14 | 43,311 | 47,020 | 48,843 | 52,322 | 54,034 | 56,665 |
| 15 | 48,839 | 52,886 | 54,982 | 58,879 | 60,807 | 63,731 |
| 20L | 49,858 | 53,989 | 56,111 | 60,087 | 62,066 | 65,041 |
| 25L | 51,621 | 55,895 | 58,128 | 62,210 | 64,254 | 67,345 |

Teachers who were paid at step 15 in 1990-91 shall be paid at longevity level 20L or 25L if their employment in the district combined with their military service equals 20 years but less than 25 years or 25 years or more, respectively.

Teachers who were paid at longevity level 20L in 1990-91 shall be paid at longevity level 25L if their employment in the district combined with their military service equals 25 years or more. Otherwise, such teachers shall be paid at longevity level 20L until they accrue the 25 years.

Effective July 1, 1991, twenty and twenty-five year longevity movement shall take place on September 1 or February 1 for those who have served the district for twenty or twenty-five years by each of those dates.

**SCHEDULE B
SCOTCH PLAINS-FANWOOD TEACHERS
SALARY GUIDE FOR 1992-93**

| Degree Step | B.A. | B.A. & 30 | M.A. | M.A.+30 | Sixth Year | Doc |
|-------------|--------|-----------|--------|---------|------------|--------|
| 0 | 29,572 | 31,796 | 32,862 | 34,858 | 35,850 | 37,306 |
| 1 | 29,947 | 32,174 | 33,238 | 35,231 | 36,224 | 37,683 |
| 2 | 30,353 | 32,568 | 33,635 | 35,627 | 36,626 | 38,086 |
| 3 | 30,762 | 32,977 | 34,046 | 36,037 | 37,036 | 38,495 |
| 4 | 31,174 | 33,389 | 34,455 | 36,447 | 37,445 | 38,904 |
| 5 | 31,715 | 33,938 | 35,083 | 37,200 | 38,247 | 39,860 |
| 6 | 32,538 | 35,015 | 36,216 | 38,415 | 39,526 | 41,232 |
| 7 | 33,606 | 36,147 | 37,442 | 39,702 | 40,898 | 42,682 |
| 8 | 34,712 | 37,373 | 38,664 | 41,078 | 42,324 | 44,196 |
| 9 | 35,845 | 38,596 | 39,960 | 42,512 | 43,803 | 45,811 |
| 10 | 36,927 | 39,928 | 41,413 | 44,012 | 45,412 | 47,465 |
| 11 | 38,064 | 41,146 | 42,734 | 45,609 | 47,056 | 49,183 |
| 12 | 39,315 | 42,651 | 44,310 | 47,279 | 48,778 | 51,001 |
| 13 | 40,725 | 44,227 | 45,937 | 49,029 | 50,550 | 52,892 |
| 14 | 45,840 | 49,766 | 51,695 | 55,174 | 56,886 | 59,517 |
| 15 | 51,691 | 55,974 | 58,193 | 62,090 | 64,018 | 66,942 |
| 20L | 52,769 | 57,142 | 59,388 | 63,364 | 65,343 | 68,318 |
| 25L | 54,635 | 59,159 | 61,522 | 65,604 | 67,648 | 70,739 |

Teachers who were paid at step 15 in 1991-92 shall be paid at longevity level 20L or 25L if their employment in the district combined with their military service equals 20 years but less than 25 years or 25 years or more, respectively.

Teachers who were paid at longevity level 20L in 1991-92 shall be paid at longevity level 25L if their employment in the district combined with their military service equals 25 years or more. Otherwise, such teachers shall be paid at longevity level 20L until they accrue the 25 years.

Effective July 1, 1991, twenty and twenty-five year longevity movement shall take place on September 1 or February 1 for those who have served the district for twenty or twenty-five years by each of those dates.

**SCHEDULE C
CO-CURRICULAR ADVISORS 1991-1992**

| Location | Activity | Stipend 1991-1992 | Stipend 1992-1993 | |
|--------------------------|---|----------------------|----------------------|-------|
| High School | Student Government | 2,655 | 2,855 | |
| | Fanscotian | 2,376 | 2,554 | |
| | Culmen | 1,677 | 1,803 | |
| | Culmen Literary | 1,397 | 1,502 | |
| | Culmen Business | 1,397 | 1,502 | |
| | Dramatics | 2,236 | 2,403 | |
| | Reperory Theater | 1,677 | 1,803 | |
| | All School Production | 1,817 | 1,953 | |
| | Stage Crew | 1,677 | 1,803 | |
| | Marching Band Asst. (3) | 2,655 | 2,855 | |
| | Band Front Squad Advisors (3) | 2,236 | 2,403 | |
| | Cheerleaders | 1,956 | 2,103 | |
| | Cheerleaders-JV | 1,397 | 1,502 | |
| | Cheerleaders-Gr.9 | 1,397 | 1,502 | |
| | Jazz Band/Moonglowers (2) | 1,677 | 1,803 | |
| | Select Choir | 1,258 | 1,352 | |
| | Las Cantadores | 1,258 | 1,352 | |
| | Muse | 1,397 | 1,502 | |
| | Senior Class Advisor | 1,956 | 2,103 | |
| | Coord. Student Activities | 1,956 | 2,103 | |
| | Assembly Director | 1,817 | 1,953 | |
| | Black Student Union | 1,258 | 1,352 | |
| | Safe Rides Advisor | 1,258 | 1,352 | |
| | A.F.S. | 1,397 | 1,502 | |
| | Junior Statesmen | 2,236 | 2,403 | |
| | Intramurals Leader | 1,677 | 1,803 | |
| | Intramurals Asst. (2) | 1,397 | 1,502 | |
| | Quiz Bowl | 1,956 | 2,103 | |
| | SADD | 1,956 | 2,103 | |
| | FBLA | 1,956 | 2,103 | |
| | Student Leadership Conf. | 1,956 | 2,103 | |
| | Phys. Cond/Wt. Train. (per season) (3) | 1,923 | 2,067 | |
| | Middle Schools | Black Student Union | 1,258 | 1,352 |
| | | Student Council (2) | 1,956 | 2,103 |
| | | Dramatics | 1,956 | 2,103 |
| | | Pep Squad | 1,258 | 1,352 |
| Arts & Props | | 1,397 | 1,502 | |
| Annual Publication (2) | | 1,677 | 1,803 | |
| Intramurals | | 1,677 | 1,803 | |
| Activities Advisors (11) | | 1,258 | 1,352 | |
| Elementary | Intramurals/Safety Patrol (8) | 1,258 | 1,352 | |

**SCHEDULE D
COACHES GUIDE 1991-1992**

| High School | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------------------|-------|-------|-------|-------|-------|-------|-------|
| Football | 3,504 | 3,697 | 3,888 | 4,080 | 4,273 | 4,465 | 4,657 |
| Assistant | 2,490 | 2,681 | 2,873 | 3,066 | 3,257 | 3,450 | 3,642 |
| Grade 9 | 1,961 | 2,153 | 2,346 | 2,537 | 2,729 | 2,922 | 3,113 |
| Soccer | 2,449 | 2,641 | 2,834 | 3,025 | 3,217 | 3,410 | 3,602 |
| Assistant | 1,798 | 1,990 | 2,183 | 2,374 | 2,567 | 2,759 | 2,950 |
| Grade 9 | 1,514 | 1,706 | 1,899 | 2,090 | 2,282 | 2,475 | 2,666 |
| Field Hockey | 2,449 | 2,641 | 2,834 | 3,025 | 3,217 | 3,410 | 3,602 |
| Assistant | 1,798 | 1,990 | 2,183 | 2,374 | 2,567 | 2,759 | 2,950 |
| Grade 9 | 1,514 | 1,706 | 1,899 | 2,090 | 2,282 | 2,475 | 2,666 |
| Tennis | 1,838 | 2,030 | 2,223 | 2,414 | 2,606 | 2,799 | 2,990 |
| Gymnastics | 2,408 | 2,600 | 2,792 | 2,984 | 3,176 | 3,369 | 3,560 |
| Assistant | 1,635 | 1,828 | 2,019 | 2,212 | 2,404 | 2,596 | 2,788 |
| Cross Country | 1,758 | 1,951 | 2,142 | 2,334 | 2,527 | 2,718 | 2,911 |
| Grade 9 | 1,147 | 1,340 | 1,531 | 1,724 | 1,916 | 2,107 | 2,300 |
| Basketball | 2,855 | 3,047 | 3,239 | 3,431 | 3,623 | 3,815 | 4,007 |
| Assistant | 2,041 | 2,233 | 2,425 | 2,618 | 2,809 | 3,001 | 3,194 |
| Grade 9 | 1,635 | 1,828 | 2,019 | 2,212 | 2,404 | 2,596 | 2,788 |
| Trainer | 2,490 | 2,681 | 2,873 | 3,066 | 3,257 | 3,450 | 3,642 |
| Modern Dance | 1,635 | 1,828 | 2,019 | 2,212 | 2,404 | 2,596 | 2,788 |
| Wrestling | 2,814 | 3,005 | 3,198 | 3,390 | 3,581 | 3,774 | 3,966 |
| Assistant | 2,204 | 2,395 | 2,588 | 2,780 | 2,972 | 3,164 | 3,356 |
| Grade 9 | 1,635 | 1,828 | 2,019 | 2,212 | 2,404 | 2,596 | 2,788 |
| Winter Track | 2,082 | 2,275 | 2,466 | 2,659 | 2,851 | 3,042 | 3,235 |
| Bowling | 1,555 | 1,746 | 1,938 | 2,131 | 2,322 | 2,515 | 2,707 |
| Baseball | 2,814 | 3,005 | 3,198 | 3,390 | 3,581 | 3,774 | 3,966 |
| Assistant | 2,041 | 2,233 | 2,425 | 2,618 | 2,809 | 3,001 | 3,194 |
| Grade 9 | 1,635 | 1,828 | 2,019 | 2,212 | 2,404 | 2,596 | 2,788 |
| Softball | 2,814 | 3,005 | 3,198 | 3,390 | 3,581 | 3,774 | 3,966 |
| Assistant | 2,041 | 2,233 | 2,425 | 2,618 | 2,809 | 3,001 | 3,194 |
| Grade 9 | 1,635 | 1,828 | 2,019 | 2,212 | 2,404 | 2,596 | 2,788 |
| Golf | 1,838 | 2,030 | 2,223 | 2,414 | 2,606 | 2,799 | 2,990 |
| Track | 2,490 | 2,681 | 2,873 | 3,066 | 3,257 | 3,450 | 3,642 |
| Assistant | 2,082 | 2,275 | 2,466 | 2,659 | 2,851 | 3,042 | 3,235 |
| Grade 9 | 1,594 | 1,786 | 1,978 | 2,171 | 2,363 | 2,554 | 2,747 |
| Volleyball | 2,449 | 2,641 | 2,834 | 3,025 | 3,217 | 3,410 | 3,602 |
| Assistant | 1,879 | 2,070 | 2,262 | 2,455 | 2,646 | 2,839 | 3,031 |
| Grade 9 | 1,594 | 1,786 | 1,978 | 2,171 | 2,363 | 2,554 | 2,747 |
| Swimming | 2,529 | 2,722 | 2,913 | 3,106 | 3,298 | 3,489 | 3,682 |
| Assistant | 1,961 | 2,153 | 2,346 | 2,537 | 2,729 | 2,922 | 3,113 |
| Middle Schools | | | | | | | |
| Football | 1,432 | 1,623 | 1,815 | 2,008 | 2,199 | 2,392 | 2,584 |
| Soccer | 1,432 | 1,623 | 1,815 | 2,008 | 2,199 | 2,392 | 2,584 |
| Field Hockey | 1,432 | 1,623 | 1,815 | 2,008 | 2,199 | 2,392 | 2,584 |
| Cross Country | 1,432 | 1,623 | 1,815 | 2,008 | 2,199 | 2,392 | 2,584 |
| Volleyball | 1,432 | 1,623 | 1,815 | 2,008 | 2,199 | 2,392 | 2,584 |
| Basketball | 1,555 | 1,746 | 1,938 | 2,131 | 2,322 | 2,515 | 2,707 |
| Wrestling | 1,555 | 1,746 | 1,938 | 2,131 | 2,322 | 2,515 | 2,707 |
| Baseball | 1,555 | 1,746 | 1,938 | 2,131 | 2,322 | 2,515 | 2,707 |
| Softball | 1,555 | 1,746 | 1,938 | 2,131 | 2,322 | 2,515 | 2,707 |
| Track | 1,555 | 1,746 | 1,938 | 2,131 | 2,322 | 2,515 | 2,707 |