

PREAMBLE

This Agreement is by and between the Board of Education of Logan Township, Bridgeport, New Jersey, hereinafter called the "Board", and the Logan Township Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Logan Township School District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching and support staff as defined in Article I, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of the teachers and support staff as defined in Article I, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual understandings, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for all professional certified personnel and all supportive staff under contract, including, but not limited to:

Pre-Kindergarten to Eighth Grade Teachers, Special Education and Speech Education Teachers, School Librarian(s), Reading Specialist(s), Math Specialist(s), Nurse(s), Art, Music, Physical Education and Supplemental Teacher(s), Gifted and Talented Teacher(s), all Aides, Food Service Workers, Custodian/Maintenance employees, Receptionists, and Guidance Counselor.

but excluding:

Superintendent, Principals, Maintenance Supervisor, Cafeteria Manager, Board Secretary, all Managerial Executives, Confidential Employees (including Secretaries to the Superintendent and Board Secretary), Police Employees, Craft Employees, Supervising Employees, Information System's personnel, Secretaries, and all other employees employed by the Board.

- B. 1. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as above defined, and references to male employees shall include female employees.
2. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined, and references to male teachers shall include female teachers.
3. The term "supportive staff" in this Agreement shall refer to full and part-time employees: all Aides, Food Service Workers, Receptionists, and Custodial/Maintenance Employees.
- C. Employees working less than full-time shall receive pro-rata benefits (except health insurance shall pertain to employees working more than twenty-five (25) hours per week on a regular basis).
1. The reference to pro-rata benefits shall not include a right to lunch or preparation period for employees working one-half day (3-1/2 hours) or less.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. No later than November 1, 2007, consistent with Chapter 123, P.L. of N.J. 1974, the Board and Association agree to initiate negotiations over a Successor Agreement in accordance with the procedure set forth herein, in a good faith effort on both sides to reach continuing agreement on salary and conditions of employees employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

- B. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations the Board and the Association shall make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants.

ARTICLE III

GRIEVANCE PROCEDURE

- A. The Board and the Association desire to promote and maintain relationships in accordance with the objectives each have cited in their quest for quality education. In order to increase a stimulating environment for efficiency and effectiveness, the employees shall have their complaints and grievances discussed in an orderly professional manner, congruent, however, to processes expressing better education for all students and to the advantage of the total school system.
- B. Efforts for solving complaints and grievances must follow a sequence of explicitly stated, prescribed procedures. The superintendent shall prepare these procedures, subject to the approval of the named parties inscribed heretofore, by,
 - 1. establishing channels so that the employee may have direct means for communicating with the person(s) responsible for the alleged grievance.
 - 2. establishing passage for communications that are open and without apprehension of reprisals.
 - 3. making provision for the use of representation by employee within the procedure.

Note: (Definition of Grievance)

A grievance is a claim by an employee, a group of employees, or the Association, based on an alleged violation, misapplication, or misinterpretation of this Agreement

- C. Employees or representatives of employees may appeal the interpretation, application or violation of this Agreement, provided that such grievance procedure shall be included in this agreement entered into between the public employer and the representative organization.
- D. PROCEDURE:
 - 1. The number of days indicated at each level shall be considered as maximum. The time limits specified may be extended where evidence of hardship would result from compliance of said time regulations. This extension will only be considered if presented in writing and will be limited to ten (10) school days.
 - 2. Level I - Immediate Supervisor
 - a. An employee with a grievance shall first discuss it verbally with his immediate supervisor, either directly or through the Association's designated representative, within fifteen (15) school days of the occurrence, with the objective of resolving the matter informally.

- b. If, after consultation with the immediate supervisor, a satisfactory solution has not been reached within five (5) school days, a written formal grievance may be filed with the immediate supervisor. If such written formal grievance is not filed within ten (10) school days after the initial discussion in (a), the grievance shall be considered to be waived.

3. Level II - Superintendent

If the aggrieved is not satisfied with the disposition of his grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the written grievance, he may, within ten (10) school days, file the grievance with the Superintendent.

The Superintendent or his designee shall give the aggrieved an answer in writing, no later than five (5) school days after receipt of written grievance. The decision shall be announced to the parties concerned.

4. Level III - Board of Education

- a. If the grievant is not satisfied with the disposition of his written grievance in Level II, or if no decision has been rendered within five (5) school days after presentation of the written grievance, he may file the grievance in writing to the Board of Education.
- b. The Board, or its designated committee, may schedule a grievance hearing with the grievant within twenty (20) school days of the receipt of the grievance. The Board shall render a decision within five (5) school days.
- c. The Board of Education reserves the right not to hold a board level hearing in which case the matter would proceed to Level IV.

5. Level IV - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance, he may request that his grievance be submitted to arbitration. Such request shall be made known to the Board by Certified Return Receipt Mail, addressed to the Board Secretary, no later than fifteen (15) school days after the decision. If the grievant does not so request submission of the grievance to arbitration, the grievance shall be considered waived.
- b. A grievant, in order to submit his grievance to arbitration, must have his request for such action accompanied by the written recommendation for such action by the Association, who shall represent the grievant at the arbitration level.
- c. (1) If the aggrieved person is not satisfied with the disposition of his grievance at Level III or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association

determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- (2) Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Association of Arbitrators by either party. The parties shall then be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.
- 3) The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision no later than twenty (20) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether specific Articles and sections of this Agreement have been violated and shall be subject in all cases to the rights, responsibilities and authority of the parties under the New Jersey School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator shall be final and binding on both parties regarding teacher grievances. Said decision shall be advisory only in regard to support staff grievances.
- (4) The costs for the services of an arbitrator, his/her per diem expenses, if any, actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be born equally by both parties. Any other expenses incurred shall be paid by the party incurring the same.

d. Record Keeping

All records dealing with the processing of a grievance shall be retained in a separate file in the Office of the Superintendent. They shall be held in strict confidence and protection to the individual employee and in respect to the right of privacy.

- e. It shall be the general practice to process grievance procedures during time which does not interfere with assigned duties, provided however, in the event it is agreed by the Board to hold proceedings during the school day, a person participating on any level of the procedure with any representative of the Board, shall be released from assigned duties without loss of salary.

- f. An individual employee or the Association representative shall continue to follow administrative directives and Board policy during the course of the processing of a grievance.
- g. Commencing with 2 a. (Level I - Immediate Supervisor) of the Grievance Procedure, the grievant may be represented by a representative selected or appointed by the Association. The Association shall be apprised of all formal grievances commencing with said level of the grievance procedure. Such submission shall be in writing and take place as follows:
 - The Grievant shall submit necessary copies simultaneously to the recipient designated in the grievance procedure and to the Association President.
- h. The following matters shall not be the basis of any grievance under the procedure outlined in this Article:
 - (1) A complaint of a non-tenured employee based upon his no-appointment or dismissal. The sole remedy in this regard (referring to the termination of a non-tenured employee) shall be by a Petition of Appeal filed with the Commissioner of Education.
 - (2) Any claim or complaint for which there is another remedial procedure or form established by law, including any matter subject to the procedure specified in New Jersey Statutes Annotated, Title 18-A.
 - (3) The Board of Education is without authority to act.
- i. "Binding Arbitration", as used in this Agreement, shall be used only within the procedures set forth in Article - III Grievance Procedure.
- j. Forms for filing grievances are attached hereto as Appendix A.

ARTICLE IV

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B.
 - 1. Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Twelve (12) month employees shall be paid in twenty-four (24) equal installments.
 - 2. When pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
 - 3. Upon written request, a teacher may have ten percent of his monthly salary deducted from his gross pay. These funds shall be deposited in the account known as Logan Township Board of Education Agency Account. Withdrawals from this account shall be made by individual checks payable to the order of the employee for the amount withheld from his salary during the school year. This payment shall be made to the teacher or his estate in two (2) equal payments: July 15 and August 15th. Request forms are attached hereto as Appendix "B".

4. Extra compensation will be paid twice per month. All extra compensation will be included in the employee's regular pay check.

C. CREDIT UNION

A jointly determined credit union shall be established by the Board and Association with the following provisions:

1. Initial participation or subsequent changes can take place only at the beginning of a month with a minimum of one month prior notification and subject to Credit Union regulation.
2. The Board shall have no responsibility or liability after transferring the authorized funds.

D. TAX SHELTERED ANNUITY

A jointly determined tax sheltered annuity shall be established by the Board and Association with the following provisions:

1. Initial participation or subsequent changes can take place only at the beginning of a month with a minimum of one month prior notification and subject to TSA regulations.
2. The Board is absolved of responsibilities if the fund loses money or goes bankrupt.
3. The Board will bear no cost of fees that might be incurred by fund participation, i.e., commissions, service fees, etc.

E. PLACEMENT ON SCHEDULE

Any employee who actively works at least half of their contracted work days - with vacation days, personal days and all of annual sick time allotment (not accumulated sick time) counting as work days - shall be advanced one (1) step on the salary guide the following school year, subject to the Board's right to withhold increments in appropriate cases. Any employee who does not actively work the required days shall not be advanced one (1) step on the salary guide.

F. SUPPORT STAFF EXTRAS

1. Uniforms will be provided by the Board through a rental company for Food Service workers and Custodian/Maintenance workers.
2. Safety shoes shall be provided by voucher through a local vendor for Custodial/Maintenance and Food Service workers. Said shoes must be worn.
3. Common foul-weather gear will be provided for the Custodial/Maintenance workers.

ARTICLE V

SICK LEAVE

- A. 1. All teachers shall be entitled to twelve (12) days of sick leave during each school year. Unused sick leave shall be accumulative.
2. All support staff shall be entitled to such leave days during the year as follows:

12 month employee - 12 days

10 month employee - 10 days

Unused sick leave shall be accumulative

B. EMPLOYEE RETIREMENT BENEFIT:

Upon retirement, employees who have completed fifteen (15) years service in the district shall be reimbursed for accumulated sick leave at a rate of:

Teachers: \$50.00 per day. The maximum limit of days shall be one hundred thirty (130) days.

Support Staff: \$40.00 per day. The maximum limit of days shall be sixty-five (65) days.

Upon death and after 15 years of service, payment shall be made to the estate.

- C. Notice of retirement must be received by the Board prior to February 1 of the year of retirement in order to receive the payment on or about the July 1 immediately following. If not, the employee will wait until the following July to receive payment.
- D. All employees shall be notified of sick leave status by September 15 of each school year.

ARTICLE VI

PERSONAL LEAVE

- A. Employees shall be entitled to the following non-accumulative leaves of absence:
1. A maximum of five (5) days for each occurrence of death in the immediate family.
 2. A maximum of three (3) days for each occurrence of serious illness in the immediate family.
- Note: The immediate family refers to father, mother, spouse, child, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, and grandchildren.
3. A maximum of three (3) days for the duration of the contract in the event of death of a relative or close friend.
 4. Upon return to work, the employee shall submit an employee Absence Report as per Appendix C.
- B. Employees shall be entitled to a maximum of three (3) personal days with a minimum of three days notification to the Principal for personal business or as soon as possible in the event of an emergency. All unused personal days shall be accumulated as sick leave the following year.

Personal business is defined as an obligation which cannot be scheduled at any time other than during the work day.

ARTICLE VII

INSURANCE PROTECTION

A. MEDICAL:

1. The Board shall provide a health-care insurance protection plan for all employees who are employed more than 25 hours per week on a regular basis, which shall include the program prescribed by U.S. Healthcare Quality Point of Service Program.
2. The Board shall pay the full individual coverage plus full dependent coverage of the Patriot V plan with just compensation to employees not participating in the plan (25% of the value of the premium declined - cash paid to non-participants).

Patriot V Co-pays are as follows:

- a. Primary Care Physician - \$10.00
- b. Specialist - \$15.00
- c. Mental Health - \$25.00/20 visits
- d. Emergency Room - \$50.00

Eligible employees may buy-up to Patriot X or Premier through payroll deduction.

3. The Board of Education shall also provide full individual and full family coverage for the following:
 - a. A Formulary Prescription Plan
(Presently Blue Cross /Blue Shield)
\$10.00 co-pay for generic, \$25.00 co-pay for name brands,
and \$35.00 co-pay for off-preferred list

Mail order 90 day supply same co-pay as above.
 - b. Delta Dental Plan of New Jersey, Inc., Plan III.
4. The Board shall pay one-half of the cost of coverage in the EAP for all employees, with the employee paying the other one-half.
5. If two district employees are married, one shall receive family coverage and the other shall receive individual coverage. However, if application of this provision would result in lack of coverage for any child of either employee (for example, in situations involving court imposed or agreed upon child custody arrangements), then coverage shall be modified to extend the coverage to said child.

B. INCOME PROTECTION:

1. The support staff income protection plan will be updated annually to reflect current salaries.
2. The Board will pay up to a maximum of \$450.00 per employee toward the cost of an income protection plan.

C. FLEXIBLE SPENDING ACCOUNT:

The Board will offer a flexible spending account (FSA) for employee participation. All costs related to set-up and administration will be paid by the Board.

ARTICLE VIII

UNPAID EXTENDED LEAVES OF ABSENCE

A. OUTSIDE EMPLOYMENT:

A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year for personal, religious, community service, or for any other absence of good reason granted by the Board.

B. CHILD-REARING LEAVE:

1. Child-rearing leave shall be granted to any regularly employed employee subject to the following conditions:
 - a. Application must be made in writing to the Superintendent of Schools no less than sixty (60) days prior to commencement of leave.
 - b. Entitlement to child-rearing leave is for an employee with a child less than thirty (30) days of age or an adopted child less than ten (10) years of age.
 - c. The Board shall not be required to extend the leave of non-tenured employees beyond the school year in which they were hired.
 - d. An employee on child-rearing leave must return to employment on the first day of the following September.
 - e. If an emergency situation arises prior to the beginning of the next academic year, a tenured employee may apply for the next academic year to also be on extended child-rearing leave. Approval of such extension shall be at the sole discretion of the Board.
 - f. Nothing herein precludes application for an additional year of child-rearing leave provided such application is made in writing to the Superintendent by April 1, prior to such additional second year of child-rearing leave.
 - g. Any leave taken hereunder shall be deemed to include leave available pursuant to the New Jersey Family Leave Act.

C. INSURANCE COVERAGE:

The Board agrees to continue insurance protection for employees on maternity leave for three (3) months. After such time these employees may continue their coverage at their own expense for the duration of the leave. Employees must contact Board Office to make appropriate arrangements.

ARTICLE IX

SABBATICAL LEAVE

A. PURPOSE:

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization.

B. CONDITIONS:

1. Number of Teachers:

A sabbatical leave may be granted to a maximum of one (1) teacher per year.

2. Requests:

Requests for sabbatical leave must be received by the Superintendent in writing in such form as established by the Board and Administration. Requests must be submitted no later than December 1 of the school year preceding the school year for which the sabbatical leave is requested and action must be taken on all such requests no later than January 1.

3. Time Qualifications:

- a. A teacher must have completed seven (7) full school years of service in the Logan Township School District.
- b. Seven (7) full teaching years must have passed since a prior sabbatical leave in order for a teacher to become eligible for a second sabbatical leave.
- c. All programs of study must be approved by the Board and Administration before any sabbatical leave is granted and all degree requirements must have been completed within the sabbatical leave.
- d. A staff member granted a sabbatical must return to Logan Township School District for a minimum of one (1) year after completion of this sabbatical leave.

C. PAY:

1. A teacher granted a sabbatical leave for the entire school year shall receive one-half (1/2) the annual salary to which he/she would have been entitled had he remained in the school system.
2. A teacher granted a sabbatical leave for one-half (1/2) the school year shall receive one-fourth (1/4) the annual salary to which he would have been entitled had he remained in the school system.
3. A teacher returning from sabbatical leave and having met all requirements shall be placed on the step on the salary guide he would have attained had he remained in the school system.
4. Any staff member who violates the provisions as stated in Section 3.d. above, shall not be entitled to any increment for the school year in which he returns to active teaching.

ARTICLE X

NON-TEACHING DUTIES

- A. Teacher participation in curricular/extra-curricular activities which can extend beyond the regularly scheduled school day shall be compensated at the following rates:

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| 1. | Extended field trips | \$65 - 4 hrs.pro rata |
| 2. | Lunch monitor (if not a duty) | \$26/hr. |
| 3. | Detention and Clubs | \$30/50 min. |
| 4. | Home Instruction, Curriculum Development and Summer School. | \$30/hr. |

The Adult School Reference has been deleted with the understanding that in the event that an adult program is provided, the Board will establish the term and conditions thereof, including compensation, and may staff teaching positions with persons not in the bargaining unit.

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| 5. | Workshop Presenters | \$30/hr. |
| | Per instructional hour for all time outside of regularly scheduled workday, plus 30 minutes for outside preparation. Consideration by the Superintendent for additional prep time will be uniformly applied. | |
| 6. | Area Coordinators | \$1500 per year |
| 7. | Bus Coordinator (2) | \$ 575 per year |
| 8. | 8th Grade Advisor | \$ 900 per year |
| 9. | Student Council Advisor | \$1200 per year |
| 10. | Safety Patrol Advisor | \$1325 per year |
| 11. | Yearbook Advisor | \$1025 per year |

- B. Payments for above shall be issued as independent checks in December and June.
- C. Salaries for any new extracurricular activities established within the term of this Agreement shall be negotiated between the Board and the Association prior to the position being filled.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

- A. To encourage professional growth and development, the Board will reimburse fully certified teachers up to \$2,750.00 per year effective 7/1/05, \$3,000 per year effective 7/1/06, and \$3250 effective 7/1/07, for successfully completing approved college course work and/or approved inservice seminars and workshops related to the teacher's assignment. Textbooks will be purchased by the Board and will remain in the school professional library.
1. Graduate courses and credits refer only to those courses and credits from a college or university accredited by an agency accepted by the N. J. Department of Education.
- B. In order to receive proper reimbursement, the following procedure must be followed:
1. COLLEGE COURSES:
- a. All college level courses must receive prior written approval of the Superintendent on the form provided.

b. Reimbursement as set forth below will be authorized upon proof of payment and of successful completion being submitted to the Superintendent in January (first semester), June (second semester), September (summer semester). Proof of successful completion is defined as the submission of an official transcript to the Superintendent, or if the transcript is not available within the time frames stated, verification from the College or University that the applicant was successful in completing the course. To receive reimbursement applicant must have received a grade of "B-" or better.

c. Payment - example:

- (1) Course taken first semester (September-December), paid in February.
- (2) Course taken second semester (January-June), paid in July.
- (3) Course taken summer semester (June, July, August), paid in October.

2. INSERVICE SEMINARS/WORKSHOPS:

- a. All inservice seminars/workshops must receive prior written approval of the Superintendent on the form provided.
- b. Payment for the cost of inservice seminars/workshops will be made by the Board Office prior to the teacher's attendance and will, therefore, not necessitate reimbursement procedures.
- c. Fees for approved inservice seminars and or workshops, including the costs of required materials for the seminar or workshop and the cost of the daily substitute teacher, will be included in the total amount allowable.
- d. Teachers attending workshops outside of the teacher work day will be paid \$13.75 per hour of attendance. Mileage will be paid only for miles that are in excess of mileage from home to school.

C. Only graduate level credits shall be recognized for the purpose of horizontal movement on the salary guide.

D. SUPPORT STAFF GROWTH AND DEVELOPMENT:

Upon the Superintendent's recommendation, training courses for support staff will be reimbursed provided the employee receives a grade of "B-" or better.

E. Any teacher who resigns from the district to become employed in any other educational institution under a certificate as an administrator, supervisor, pupil personnel services or librarian shall reimburse the Board for the cost of all courses related to such certificates which have been taken within 3 years of the date of resignation. The Board may take appropriate legal action to enforce this provision. Approval to take courses shall be conditioned upon the teacher executing a form acknowledging the above obligation.

ARTICLE XII

EMPLOYEE WORK YEAR

- A. The Board shall have the right to annually establish and adopt the school calendar for the following year.
- B. Teacher Work Year shall be 186 days with 182 student days.
 - 1. Content of inservice days will be discussed by a committee consisting of Board members, the Superintendent, the Association President, and two school representatives. An annual meeting will be held in May to explore topics for the following school year.

Suggested regional inservice topics will be discussed at the aforementioned meeting. Logan's list of preferred inservice topics will be presented to the Regional Superintendents' Council Inservice Committee which will determine topics considered to be in the best interest of all districts involved, subject to presenter availability.

- C. Aides Work Year shall be 183 days.
- D. Holidays for 12-month employees shall be as follows:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day (when school is scheduled to be closed)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

- 1. If the day is unable to be given as the holiday stipulated, then a compensatory day will be mutually agreed upon by the Superintendent and President of the Association.
 - 2. If Christmas Eve or Christmas Day falls on the weekend, twelve (12) month employees will get Friday off as Christmas Eve and Monday off as Christmas Day.
- E. VACATION FOR 12-MONTH EMPLOYEES:
 - 1. Full-time 12-month employees are entitled to two (2) weeks vacation after one (1) year of employment, three (3) weeks after six (6) years, and four (4) weeks after 12 years. Employees with a service record of less than one (1) year shall receive one (1) week vacation for six consecutive months of employment and one (1) day for each additional month of employment through the end of the fiscal year.
 - 2. All vacation time must be approved in advance by the supervisor and superintendent. Approval is subject to needs of the district. For vacation requests of 3 or more days, at least 2 weeks advanced notice must be given.

3. No vacation time may be taken before completing six months of employment. Vacation time may not be accumulated from year to year unless the employee is prevented from taking it within the year as a result of action of the Board. In that event, the unused vacation time will be carried over and taken in the following year.

ARTICLE XIII

EMPLOYEE HOURS AND LOAD

A. TEACHERS:

1. The teacher work day, subject to sub-paragraph a. below, will be seven (7) hours and ten (10) minutes per day. The student day will be six (6) hours and forty-five (45) minutes in length.
- 1-a. Teachers shall be required to attend ten (10) meetings per year, scheduled one per month, for professional purposes determined by the Administration. Meetings shall not extend more than thirty-five (35) minutes beyond the end of the regularly scheduled teacher work day. For example, if the teacher work day ordinarily ends at 3:20 p.m., teachers will be required to attend the meeting as scheduled by the Administration until 3:55 p.m.
2. Except for the situations set forth in Paragraphs A.3 and A.4 below, all teachers shall be guaranteed 100 minutes of non-student contact time per day over the school year as follows:
 - a. 50 minutes of a daily preparation period;
 - b. 50 minutes of duty-free time for lunch. At least 25 minutes of this time will be scheduled during the school day's normal lunch time. Any remaining portion will be scheduled during other portions of the school day.

The aforementioned preparation time is to be used for class preparation, parent and/or administrative conferences or other curriculum-related needs. Teachers are not to leave the building during this period unless authorized by Administration. Under normal conditions, teachers may leave the building during their lunch periods provided the school office has been notified in advance, and no emergency condition exists which requires teachers' presence in the building during the lunch period. No block of this guaranteed time shall be less than fifteen (15) minutes.

3. If it is necessary for the Administration to assign a teacher to substitute in a class during the teacher's preparation period, the teacher shall be compensated at a rate of \$36.00/hr. effective 7/1/05, \$37.00/hr. effective 7/1/06, and \$38.00/hr. effective 7/1/07.
4. When an inclement weather situation is declared, then a maximum of four (4) teachers shall, on a rotating basis have a one-half hour duty-free lunch, with the other one-half hour assigned to lunch/activity supervisory tasks. Such arrangement shall be for a maximum of two (2) teachers in grades five through eight and a maximum of two (2) teachers in grades kindergarten through four. Teachers losing lunch/prep time to cover during inclement weather shall be compensated for each coverage after the tenth (10th). Compensation shall be at the loss of prep rate (Article XIII A. 3.)

5. The Board will not assign teachers to duty assignments off of school grounds. Teachers assigned to duties on the grounds may leave the assignment in time to sign out by the end of the teacher day.
 6. The work day of the school district guidance counselor may be extended by thirty-five minutes per day for a total of seven (7) hours and forty-five (45) minutes for 100 of the 186 teacher work days in a school year as determined by the superintendent at his/her discretion for the purpose of providing direct counseling services to students and families. On these days, these counseling services shall be available from the time of student dismissal until the seven (7)hour and forty-five (45) minute day has been worked. For example, if the teacher work day ordinarily ends at 3:20 p.m., the guidance counselor shall work until 3:55 p.m. The guidance counselor shall be paid at the club rate for the additional work time. Scheduling of the 100 days will be by the Administration after consultation with the guidance counselor.
- B. SUPPORT STAFF:
1. Custodial staff work hours shall be 7-1/2 hours per day.
- C. INCLEMENT WEATHER:
1. The Custodial Staff is required to report for work on days when school is closed due to inclement weather.
- D. CALL-IN PAY:
1. Call-in pay for custodial staff is a minimum of two (2) hours.

ARTICLE XIV

CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its efforts to keep class size at an acceptable number. This Article shall not be grievable beyond the Board of Education.

ARTICLE XV

SUBSTITUTES

- A. The Board agrees that the practice of using regular teachers to cover classes of other teachers will be discouraged, and substitutes will be obtained when it is necessary for teachers to be away from their classes.
- B. The Board agrees to maintain at all times an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the Administration to help them instruct the classes they cover.
- C. The Board shall provide substitutes for all regular class teachers, Art, Music and Physical Education teachers, School Nurse, and Librarian.
- D. Determination concerning this Article shall be at the sole discretion of the Board of Education.

ARTICLE XVI

NOTIFICATION OF VACANCIES

- A. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in the school building a list of known vacancies which shall occur during the following school year. Written notice shall be posted in the school announcing any additional vacancies as they occur and a copy shall be forwarded to the President of the Association.
- B. Employees may apply for vacancies for which they may be qualified. Final determination regarding selection and placement will be by the Superintendent and approved by the Board.
- C. The Board agrees to post vacancies by the last day of school except for emergencies or creation of new positions to be posted by August 1.
- D. Openings for summer positions shall be posted no later than the last day of school.

ARTICLE XVII

RIGHTS - EMPLOYEES' AND BOARD'S

A. EMPLOYEES' RIGHTS:

- 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Chapter 123, Public Laws of 1974, 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 membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.
- 2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or State and Federal regulations.
- 3. No employee shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This paragraph shall not apply to withholding of increments based upon an employee's performance or the termination of a non-tenured employee.
- 4. Whenever any employee is required to appear before the Superintendent, Board, or any committee concerning termination of employment or salary, then he shall be given prior written notice

of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association or its affiliates to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be with pay until the Board renders its final decision.

B. BOARD'S RIGHTS:

1. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
2. To establish a reporting system and courses for instruction, including special programs, and to provide for athletic, recreational, and social events for the students all as deemed necessary or advisable by the Board.
3. To decide upon the means and methods of instruction and be responsible for the purchase of textbooks and other teaching materials and the use of teaching aides of every kind and nature as deemed necessary by the Board.
4. Nothing contained herein shall be considered to deny or restrict the Board of its right, responsibilities and authority under New Jersey School Laws or any other national, state, county, district or local laws or regulations.
5. If any provision of this Agreement or any application of this Agreement 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.
6. Nothing in this Agreement which changes preexisting Board Policy, Rules, or Regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Chief School Officer and in accordance with Board and Administrative Policies, Rules, and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
7. It is understood that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or power granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or subsection of the Agreement, shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

ARTICLE XVIII

TEACHER EVALUATION

Supervision of instruction observation and evaluation of non-tenured and tenured teaching staff members shall be conducted in accordance with the N. J. Administrative Code Procedure. The following statement will be placed in the teacher's handbook: "A copy of the New Jersey Administrative Code is available in the Superintendent's Office."

ARTICLE XIX

NOTIFICATION OF STATUS

Teachers shall be notified of their employment status for the ensuing year by May 15th.

ARTICLE XX

NOTIFICATION OF INTENTION TO RETURN

If teacher desires to accept employment, the Board shall be notified, in writing, on or before May 30th, in which event such employment shall continue as provided herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

ARTICLE XXI

PERSONNEL FILES

No derogatory material concerning an employee's conduct, service, character, or personality, shall be placed in his personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature does not indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer of reasonable length and such response shall be reviewed by the Superintendent or his designee and attached to the file copy. Any derogatory materials will be removed after a period of five (5) years.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008, with all Articles closed.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its Corporate Seal to be placed thereon, all on this day and year.

Association President

Association Secretary

Board President

Board Secretary

Entered into this _____ day of _____, 2005.

(H:Word/05-08Contract)