

AGREEMENT

BETWEEN

THE ROSELAND BOARD OF EDUCATION

AND

THE ROSELAND EDUCATION ASSOCIATION

FOR 2000 - 2003

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PREAMBLE

THIS AGREEMENT is made and entered into this 25 day
of September, Two Thousand.

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF
ROSELAND, ESSEX COUNTY, NEW JERSEY,
hereinafter the "BOARD";

and

THE ROSELAND EDUCATION ASSOCIATION
hereinafter the "ASSOCIATION";

WHEREAS, pursuant to the requirements of the New Jersey Employer-
Employee Relations Act, agreements reached between public
employer and the majority representative of an appropriate
employee representatives and filed with the New Jersey Public
Employment Relations Commission: and

WHEREAS, the Roseland Board of Education recognizes the Roseland
Education Association as being the recognized majority
representative of the unit of the Board's employees consisting of
regularly employed teachers, nurses, librarians, and custodians,

NOW, THEREFORE, the Board and the Association have mutually
agreed to the following terms and conditions of employment.

When used hereinafter, the term "teacher" shall mean all
certificated members of the unit, the term "custodian" shall mean
custodians only, and the term "employee" shall mean all members
of the unit.

Article I - Duration of Agreement

This Agreement, dated as above, shall take effect on July 1,
2000, and shall continue in full force and effect until June 30,
2003. The Parties agree that except in the case of any
mutually agreed upon amendments hereto which shall be
embodied in writing and signed by the Parties, this
Agreement represents the full and total agreement between the
Parties on all matters which were, and could have been,
negotiated by the Parties.

Article II - Compensation

The salary schedules for teachers shall be as set forth on
Schedule "A", Schedule "B" and Schedule "C" annexed hereto and
made a part hereof.

Advancement on the schedules is not automatic and is dependent upon a favorable recommendation by the Superintendent and Board of Education approval.

Effective July 1, 1995, academic credit for advanced level placement beyond the MA column shall be based only on approved graduate degree credits obtained after attainment of the Masters degree. Teachers matriculated in Board approved Masters Degree program on July 1, 1995, shall be granted exemption from this requirement.

Custodians must, as a condition of employment, possess a valid Black Seal Boiler Operator License. The Board reserves the right to waive this requirement and allow the employee time to obtain the license. During this extended period of time the employee shall remain at his/her entry level eligible for salary adjustment but not salary increment.

PAYMENT OF SALARIES

- A. Ten-month employees shall be paid in twenty (20) equal payments on the 15th and last day of each month during the school year.
- B. Twelve-month employees shall be paid in twenty-four (24) equal payments on the 15th and last day of each month during the year.
- C. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted and placed in a personal interest-bearing account in a bank of the Board's choosing.
- D. Whenever the 15th day of and/or the last day of the month falls on/or during a school holiday, vacation, weekend, or Bank Holiday, employees shall receive payments on the last previous working day, provided such an accommodation is administratively possible. Employees shall be notified one week in advance regarding any changes in this procedure.
- E. Educational dues for the National, State, County and Local Associations may, upon request of the employee, be deducted from monthly salary payment.
- F. Part-time teachers whose work schedule will cause them to be not present on a scheduled pay day may, upon request, receive payment on their last working day immediately prior to a scheduled pay day provided it is administratively possible to do so.

Employees shall be paid at the Internal Revenue Service (IRS) rate for the use of their car in the performance of their duties with prior approval of the appropriate administrator.

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.

Teachers supervising lunch-time cafeteria for the full year shall be compensated at the rate of \$1,500 per school year.

An employee first employed the Board prior to July 1, 1994, and who, during the term of this Agreement, permanently ceases employment in the Roseland School District due to retirement shall receive a lump sum payment of Forty (\$40.00) Dollars for each day of accumulated unused sick leave up to a maximum of 185 days. In order to qualify for this payment, an employee must accumulate a minimum of 100 days of unused sick leave. For employees first employed by the Board effective July 1, 1994, or thereafter, must accumulate a minimum of 125 days of unused sick leave in order to qualify for this payment.

The minimum starting salary for a new full time custodian shall be \$27,500 per year. The board has the discretion to pay a new custodian in excess of this minimum starting salary.

Custodians on staff shall receive increases to their prior year's individual salary as follows: 2000-2001 4%; 2001-2002 3.9%, 2002-2003 3.9%.

Both parties seek a salary guide which compensates staff as equitably as possible. In this contract, we have developed guides which replace major differences in the increment pattern. It is our mutual intention to continue to improve the salary guide structure by attempting to reduce major differences in the increment pattern in the future.

Article III - Medical and Dental Benefits

- A. The Board hereby agrees to pay 100% of the group rate cost for providing an insurance comparable to the present coverage for medical and dental provided through Horizon Blue Cross/Blue Shield of New Jersey for single employees and 100% for family plan for all those employees under contract in the Association's unit, subject to the following exceptions:
1. All employees hired after July 1997 but prior to July 1, 2000, shall be entitled to individual medical and dental coverage without contribution. After three (3) years of employment, these employees shall be eligible for family medical coverage without contribution. However, the Board does have the discretion during this three (3) year period to offer family coverage with contribution to a "newly hired" custodian should the Board deem it to be in the best interest of the school.
 2. All employees hired on or after July 1, 2000 shall be entitled to individual Horizon Blue Card PPO medical and dental coverage without contribution. After three (3) years of employment these employees shall be eligible for family Blue Card PPO medical coverage without contribution. The Board has the discretion during this three (3) year period to offer family coverage with contribution to a "newly hired" custodian should the Board deem it to be in the best interest of the school.

3. Any employee covered by exceptions 1 or 2 above may purchase family coverage under the applicable plan at his/her own expense through payroll deduction.
- B. PRESCRIPTION PLAN: The Board agrees to pay 100% of the group rate cost for providing a prescription plan comparable to present coverage. This coverage extends to the employee only. The present plan requires an employee co-pay for brand prescriptions of \$5.00 and \$0.00 for generic prescriptions. Employees shall be allowed to purchase extended coverage at the group rate.
- C. 1. Up to twenty-five percent (25%) of employees eligible for medical coverage (first come, first served) may waive said coverage in return for a lump-sum payment. Waiver by an employee who is eligible for employee-only coverage shall be entitled to a \$1,000.00 (\$750.00 if in PPO) annual payment in lieu of insurance coverage. Employees eligible for full-family coverage, after three (3) years of employment, will receive a \$1,000.00 (\$750.00 if in PPO) annual payment if they select employee-only coverage or a \$2,000.00 (\$1,500.00 if in PPO) annual payment if they waive the full-family coverage. Employees selecting to waive coverage shall receive this payment simultaneous with their last paycheck.

Employees who waive coverage and subsequently discover that their alternate coverage is no longer available may return to the plan for any of the following reasons:

- death of spouse
- disability of spouse
- divorce
- legal separation
- loss of employment
- change of employment resulting in ineligibility for benefits

If an employee is reinstated to coverage under the plan for any of the above reasons, the appropriate proportional share of payment for the waiver will not be made.

A spouse's loss or reduction in benefits in the same position is not a reason for automatic return to the plan.

ARTICLE IV - Grievance Procedure

- A. STATEMENT OF PURPOSE
 1. It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through pre-determined and orderly procedures without threat of reprisal.
 2. Any individual member or group of the staff shall have the right to appeal (through administrative channels) the application of policies and administrative decision affecting him/her. With respect to his/her personal grievances he/she shall be assured freedom from interference, coercion, discrimination, or reprisal in presenting his/her appeal. The person or persons

involved shall have the right to present their own appeal or designate representatives of the Roseland Education Association or another person of their own choosing to appeal with them in any step in their appeal. Both Parties agree that these procedures would be as informal and confidential as may be appropriate at all levels of the proceedings.

B. DEFINITION OF TERMS

1. GRIEVANCE - A "grievance" is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies or administrative decisions. However, the term "grievance" shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule: or wherein (b) the Board of Education is without authority to act, or wherein (c) a complaint relates to the nonrenewal or termination on notice of a non-tenure employee's contract.
2. EMPLOYEE - Said term shall include any regularly employed individual, whether full or part-time, receiving compensation from the Board.
3. IMMEDIATE SUPERIOR - Said term shall mean the person to whom the grieved employee is directly responsible under the organizational scheme prevailing in this School District at the time that any grievance occurs.
4. AGGRIEVED PERSON - The person or persons making the claim.

C. PROCEDURE

1. TIME LIMITS - Any employee who has a grievance shall discuss it within ten (10) school days of its occurrence with his/her immediate superior in an attempt to resolve the matter informally at that level.
2. If, as a result of the informal appeal, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth this claim in writing, giving date and specific details of the grievance, to the immediate superior. The immediate superior shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written claim. Failure to petition within the said five (5) school days shall be deemed to constitute an abandonment of the grievance and an assent to the immediate superior's determination.

3. The employee may appeal the immediate superior's decision to the Superintendent. This appeal must be made in writing and must set forth the date and grounds upon which the grievance is based. The Superintendent shall request a written report on the grievance from the immediate superior. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing along with supporting reasons to the employee and the immediate superior.
4. If the grievance is not resolved to the employee's satisfaction by the Superintendent, the grievant may request a review by the Board of Education. The request shall be submitted within fifteen (15) days in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance, hold a hearing with the employee, if requested. The grievant may be accompanied at the hearing with a representative. The Board of Education shall render a decision in writing within fifteen (15) days of the conclusion of the hearings.
5. If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, or if no decision has been rendered within fifteen (15) school days after it was delivered to the Board, the Association is to decide whether the grievance is to proceed to arbitration in which case the matter shall be submitted to the New Jersey Public Employment Relations Commission within fifteen (15) school days of the Board's decision or decision date.

The Board and the Association shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the Public Employment Relations Commission.

The decision of the arbitrator shall be advisory in all cases except in matters of grievance of disciplinary action in which case the decision of the arbitrator shall be binding. Grievances of disciplinary action may proceed to binding arbitration in accordance with the provisions of applicable law. The Board of Education retains the option of petitioning the Public Employment Relations Commission for a Scope of Negotiations Determination of the issue of grievance.

Article V - Days and Hours of Work

- A. The days worked shall be based on the teachers' school calendar as adopted by the Board of Education for the 2000-01, 2001-02 and 2002-03 school years. No teacher shall be required to report to duty earlier than fifteen (15) minutes before the opening of the pupil's school day, nor required to clock in or out by hours and minutes. Teachers shall indicate their presence for duty by placing initials in the sign-in roster.

- B. The scheduled workday for teachers shall be 8:30 a.m. to 3:45 p.m. and the student day shall be 8:45 a.m. to 3:15 p.m. For kindergarten teachers, the scheduled workday for the months of September through December shall be 8:30 a.m. to 1:40 p.m. and the student day shall be 8:45 a.m. to 1:00 p.m. For kindergarten teachers, the scheduled workday for the months of January through June shall be 8:30 a.m. to 3:45 p.m. and the student day shall be 8:45 a.m. to 3:15 p.m.

Teachers shall remain in school as specified in this paragraph, except that they may be permitted to leave at 3:25 p.m. in the following circumstances:

1. On Fridays;
2. On days preceding holidays and/or extended recess periods;
3. On the day of back-to-school night;
4. On the day of the monthly Roseland Education Association afternoon meeting, provided they are not meeting with a parent or child, in which case they shall continue to do so.

Those teachers who have scheduled bus duties are required to perform those bus duties on any of the days in the above four exceptions.

- C. Teachers shall have a daily fifty (50) minute duty-free lunch period except on days of inclement weather when the teacher will return to the classroom to cover his/her class' play period. (Inclement weather to be determined by the building principal). Teachers are to inform the principal or office when leaving the building during school time including the lunch period.

- D. 1. Teachers' schedules shall provide preparation time in the amount of 250 minutes per five day week for regular full-time teachers of grades 3 through 6; 165 minutes per five day week for regular full-time teachers of grades 1 through 2; 115 minutes per five day week for regular kindergarten teachers; 150 minutes per five day week for specials teachers working a full-time schedule; and a pro rata share of 150 minutes per week for specials teachers working no less than a 90% work schedule.

Regular classroom teachers shall provide student instruction in the absence of the specialist scheduled to cover the class during the classroom teacher's preparation period.

2. Preparation time for full-time regular and specials teachers shall be scheduled between 8:45 a.m. and 3:15 p.m. Preparation time for kindergarten teachers during the months of September through December shall be scheduled between 8:45 a.m. and 1:40 p.m. Preparation time for specials teachers working a flex time schedule shall be scheduled during the hours of their regularly scheduled workday.

3. Preparation time shall be used for such activities as:

1. Correcting papers;
2. Preparing lesson plans;
3. Preparing bulletin boards and other displays;
4. Previewing audiovisual aids;
5. Professional reading;
6. Preparation of report card;
7. Preparation of non-administrative reports.
8. Conference with parents, administrators, and other personnel;
9. Duplicating or securing materials for class use; and
10. Other such activities as can be directly related to the welfare of the students or the functioning of the school.

4. Unless otherwise assigned to bus duty, teachers will utilize the preparation time scheduled from 3:15 p.m. to 3:45 p.m. for the following activities:

1. Cross-grade conferencing;
2. Meeting with students;
3. Meeting with or communicating with parents;
4. Meeting with the principal and/or administrator.

If there is no need or opportunity to participate in the above mentioned activities, then teachers should utilize preparation time pursuant to subparagraph D3.

5. Weekly guaranteed preparation time shall be scheduled in blocks of no less than thirty (30) minutes.
6. Required loss of a preparation period (except for such instances as a shortened day, assembly, field trips, etc.) shall be paid at the rate of twelve dollars (\$12.00) per period, provided the staff member's weekly guaranteed preparation time as set forth in Article V, D.1, is reduced below its minimum. Vouchers are to be submitted for this payment on the first day of each month.

E. Whenever possible, the notice of an agenda for any teacher's meeting shall be given to the teacher by the Friday preceding the meeting. Teachers shall have the opportunity to suggest items for agenda.

F. Teachers are expected to devote the time necessary to meet their responsibilities to provide quality education for the children in the School District, which includes, for example, careful daily preparation, attendance at staff meetings, grade level meetings and conference meetings, and are encouraged to attend H.S.A. meetings and school sponsored projects. This does not include programs by outside organizations which have been given permission to use the school.

G. Teachers who are requested by the Board to make presentations at public Board meetings shall be granted two

(2) consecutive hours of preparation time during working hours prior to the meeting date for preparation of the requested presentation and an informal outline of the presentation which is to be submitted to the Board one week prior to the scheduled meeting. The two hours granted shall be in addition to any existing scheduled preparation time. Certificated substitutes shall be provided where necessary.

H. CUSTODIANS

1. Each day custodian is to work eight (8) hours, exclusive of lunch hour, per day, five (5) days per week. The night custodian is to work eight (8) hours, including dinner hour, to compensate for night shift assignment. Custodians shall indicate their presence for duty by placing their initials in the sign-in roster immediately upon arriving to assume their duties. This procedure is also to be followed at the conclusion of each work day.

2. Work performed in excess of eight (8) hours in one day is to be paid at a rate of time-and-one half. Work performed on Sunday and holidays is to be paid at the rate of double time.

Weekend and holiday building check is performed by custodians on a rotating basis at a remuneration of time-and-one-half for one hour.

For those custodians performing building check whose residence is more than five (5) miles from the school, an additional remuneration of time-and-one-half for one half hour shall be paid.

3. The Board and Association recognize the Board's right to require that one custodian be present at all times between the hours of 7:45 a.m. and 6:00 p.m. on days when school is in session. In the event that, by reason of absence of one or more of the custodians, there is only one custodian on duty on a given day, the Superintendent or building principal may require that the custodian on duty not leave the school building during his/her lunch hour. However, unless the custodian is required by the principal or his/her secretary to perform services of an emergency nature, any lunch hour during which a custodian is required to remain in his/her building under the provisions of this Paragraph shall not entitle him/her to the payment of overtime compensation under the provisions of H.2. above. In the event that a custodian is required to perform service of an emergency nature during such a lunch hour, either his/her lunch hour will be extended by the amount of time spent in dealing with the emergency or he/she will be compensated at the overtime rate for the time spent in dealing with such emergency, in the principal's discretion. In all cases the custodian shall, immediately upon completing such services, report to the building principal, or, in his/her absence, his/her secretary, the amount of time spent by the custodian in performing such services. Nothing contained in this Paragraph shall be construed so as to permit a custodian

to voluntarily work through his/her lunch period on matters of a non-emergency nature and thereby entitle him/her to overtime compensation for that hour in the absence of a direction from the principal or his/her secretary.

Article VI - Work Year

- A. TEACHERS - The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teachers attendance is required. Teachers new to the district shall have one (1) additional day of orientation which shall immediately precede the work year for pre-existing professional staff.

The work year shall be one hundred eighty-six (186) days for returning teachers, one hundred eighty-seven (187) days for newly hired teachers and one hundred eighty-three (183) days for students. Plus an additional nine (9) hours of professional development time. The last scheduled day in June shall be reduced for teachers by three (3) hours. Teachers must conclude the check out procedure in order to leave. The last student days before Thanksgiving and Christmas recesses shall be four hours each.

B. CUSTODIANS

1. All custodians shall be eligible for a vacation according to the following:
 - a. Two weeks vacation (10) days will be granted during each of the first five (5) years of employment.
 - b. After five (5) years of employment in the Roseland School System, three (3) weeks paid vacation will be granted.
 - c. After ten (10) years of employment in the Roseland School System, four (4) weeks paid vacation will be granted.
 - d. Custodians must take one (1) week vacation consecutively or in days when school is closed for holiday during the school year. One (1) week must be taken when school is Closed for summer vacation. Additional accrued vacation time can be taken at the custodian's discretion providing three weeks notice for vacation is given to the school principal.
2. All custodians are entitled to twelve (12) paid holidays each year except when Yom Kippur and Rosh Hashanah should fall on a school day. Then those days shall be additional holidays.

July 4	Thanksgiving
Labor Day	Christmas Day
Rosh Hashanah	New Year's Day

Yom Kippur
Columbus Day
Election Day
Veterans' Day

Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

If any of the aforementioned holidays fall on a day when school is in session, a lieu day will be granted in accordance with the school calendar.

Article VII - Sick Leave and Personal Days

A. PERSONAL ILLNESS

1. Ten days of absence for ten-month employees and twelve days for twelve-month employees will be allotted for personal illness. Part-time employees shall be granted absence with pay for illness on a pro-rata basis of number of days employed for the year as compared to full-time employees. Entitlement of sick days for all new employees shall be on a pro-rata basis according to their time of hire. Entitlement shall accrue upon first day of employment each year.
2. If less than the allotted days for sick leave is used during the school year, the balance is to be accumulated without limitation for use in subsequent years.
3. In cases of absence beyond the accumulated sick leave time, a deduction of 1/200th of the annual salary for ten-month employees for each day of absence will be made. In cases of absence beyond the accumulated sick leave time, a deduction of 1/240th of the annual salary for twelve-month employees for each day of absence will be made. The Board of Education, at its discretion, may make an exception to this rule.
4. At the start of each school year all employees are to receive notification of their accumulated sick leave.
5. Within one day of returning to work after an absence, a "Staff Absent Report" form (agreed to by both Parties) shall be completed by the employee and submitted to the building principal. The required form shall be placed in the employee's box prior to his/her return.

B. PERSONAL LEAVE OTHER THAN ILLNESS

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year, except as provided in Paragraph B.2.

1. DEATH/RELIGIOUS - An allowance of up to six (6) days total leave per year shall be granted. Up to six (6) days may be used for a death in the immediate family (spouse, father, mother, child, grandchild, grandparent, brother, sister, or any member of the immediate household) . Up to three (3) days out of the six (6)

total days may be used for attendance at funerals other than immediate family and religious holidays.

2. OTHER EMERGENCIES OF PERSONAL NATURE - An allowance of up to a total of three (3) days leave during the school year. All employees are required to give at least twenty-four (24) hours' notice unless it is impossible to do so. Personal leave shall not be taken on the day immediately preceding or following a holiday or vacation period. However, if an employee needs to use a personal day during the above-cited periods, he/she shall provide the Superintendent with the reason for such request for approval. If at the end of the school year any of the three (3) leave days of a personal nature remain unused, they shall be accumulated as sick days for use in the next school year.
3. PROFESSIONAL DEVELOPMENT - The Superintendent may grant such time, up to one day per instance, for professional development of staff personnel.

Leave days under this Article shall only be granted for a full working day.

C. EXTENDED LEAVES OF ABSENCE-MATERNITY/CHILD CARE

1. DEFINITION OF LEAVES

- a. Maternity Leave shall be defined as that period of time during a pregnancy in which the woman is disabled. With a standard physician's certificate of disability due to pregnancy, a staff member shall be entitled to be off the twenty working days immediately preceding and the twenty working days immediately following the anticipated date of birth. These days may include school holidays or recess periods where applicable, but do not include periods during the summer vacation. The staff member may be paid for these days, provided she has sufficient annual and/or accumulated sick days.

If a pregnant staff member incurs disability which exceeds the norm referred to in the prior paragraph, she may obtain a special doctor's certification, explaining the medical necessity for additional days of absence. Upon provision of such a certificate, the staff member may be paid for these additional days provided she has sufficient annual and/or accumulated sick days.

- b. CHILD CARE LEAVE - leave for the purpose of caring for a natural or adopted child.

2. APPLICATION FOR LEAVES

- a. MATERNITY LEAVE - Application shall be made in writing to the Superintendent. Such application shall contain the desired dates for beginning and terminating the leave in accordance with Section

4.

- b. CHILD CARE LEAVE - Application shall be made in writing to the Superintendent. Such application shall contain the reason for requesting the leave and supporting information regarding the necessity of having the leave. Application for child care leave shall be considered by the Board of Education on an individual basis.

3. CONDITIONS OF LEAVE

- a. MATERNITY LEAVE - Notification - An employee of the Board of Education shall notify the Superintendent as soon as she is pregnant, presenting medical certification of her conditions and estimated date of birth.

PAYMENT - Maternity leaves shall be granted without pay or increment.

MEDICAL CERTIFICATION - An employee who continues to work beyond her seventh month of pregnancy must present a certificate of physical fitness from her physician, including the estimated date of birth for the child and the date to which the employee is capable of safely performing her duties.

- b. CHILD CARE LEAVE

NOTIFICATION - An employee of the Board shall notify the Superintendent as soon as a need or this leave is evident.

PAYMENT - If child care leave is granted, it will be without pay or increment.

- c. NON-TENURE EMPLOYEE - Leaves for non-tenure employees under this Article need only be granted to the end of the contract year.

4. DURATION OF LEAVES

After the employee presents application for either/or both leaves under this Article, mutual agreement shall then be reached with the Superintendent, in writing, on the date of beginning the leave and the date of the employee's return.

The dates beginning the leave may be determined mutually with the Superintendent according to the mother's needs, in the case of maternity leave. In the case of an employee who adopts a child for whom the employee will have direct and major responsibility for rearing, child care leave may be granted upon receiving defacto custody of the child or earlier if necessary in order to fulfill the requirements for adoption.

5. APPLICATION FOR EARLY RETURN

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent, with a doctor's written approval, to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted. It is understood, however, that the Board in its discretion may or may not grant permission for change of the original agreement agreed upon term of the leave.

D. Applicability of State and Federal Family Leave Acts

Employees covered by this Agreement are eligible for leaves of absence under the provisions of the New Jersey Family Leave Act and the federal Family and Medical Leave Act. These leaves are without pay unless the employees have paid days available to them under other provisions of this Article applicable to these statutes.

E. The Board may grant a leave of absence without compensation in accordance with Board Policy 44431.

Article VIII - Employee and Association Rights

A. Whenever any teacher is required to appear before the Board of any committee or member thereof concerning any matter which could adversely affect the continuation of the teacher in his/her office, position or employment or the salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall have the right to present his/her own appeal or designate representatives of his/her own choosing to appear with him/her.

B. The Association and its representatives shall have the right to use school building for meetings at hours when custodians are normally on duty. The amount of time used by a custodian to attend an Association meeting during his/her regular work day is to be made up on said day. The principal shall be notified at least 24 hours in advance of the time and place of all such meetings.

C. The Association shall have the right to use school mailboxes as it deems necessary. The Association shall have the right to use copy machines after gaining the approval of building principals or other members of the administration. Approval shall not be unreasonably withheld.

D. The Association shall have use of a bulletin board in the faculty room and the custodial room. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

E. Regarding any matter which would adversely affect the continuation of a custodian in employment, position or

salary, or an increment pertaining thereto, the custodian shall be given prior written notice of the reasons for such action and opportunity for hearing before the action is final.

- F. Nothing contained herein shall be construed to deny or restrict any custodian from such rights as may exist under the laws of the State of New Jersey. The rights granted to custodians hereunder shall be deemed to be in addition to those provided by law.

Article IX - Tuition Reimbursement for Advanced Study

- A. ELIGIBILITY - Any teacher employed in the Roseland School System and enrolled at an accredited institution for the purpose of graduate study in the field of education.
- B. APPROVAL - All courses and programs for advance study to be reimbursed under this policy must have prior approval of the Superintendent.
- C. REIMBURSEMENT DEFINED - Reimbursement shall be for the cost of tuition and registration fees to a maximum based upon tuition and registration fees at Montclair State University for up to nine (9) credits per year, or a different amount if the costs of the program are not through a traditional degree-granting institution. There is a maximum of \$1,200.00 per individual full-time faculty member. A part-time faculty member's allowance shall be prorated according to the same formula his/her salary, e.g., a part-time teacher receiving 3/5's full salary shall receive a maximum allowance of \$720. Under the provisions of this Article, a part-time teacher employed five (5) days per week at a minimum of twenty (20) hours shall be considered full-time. Further, the total amount of monies from which reimbursement may be drawn for each fiscal school year is \$14,000.00. Faculty members taking courses to comply with the provisions of Article IX, Paragraph E4, shall be given preference in allocating these funds. No reimbursement shall be made for the cost of books.
- D. REQUIREMENTS - Teachers shall receive reimbursement contingent upon the following conditions:
1. Proof of satisfactory completion of approved course with a passing grade; and
 2. Proof of tuition payment must be submitted to the school's Superintendent within the school's fiscal year and must be submitted immediately after the completion of each course.
- E. GENERAL
1. Courses taken for certification shall be eligible for reimbursement.
 2. Undergraduate courses shall not be eligible for reimbursement except in those instances where no

graduate courses are offered within a reasonable distance.

3. Courses shall be taken at a time that does not conflict with school duties or hours.
4. The Board of education may request teachers who have not earned a Masters Degree or equivalency (BA+30) to successfully complete graduate courses amounting to at least 6 credits over a 3 year period.

F. TIME AND MANNER OF REIMBURSEMENT

The tuition reimbursement program shall operate in a manner consistent with the School District's fiscal year of July 1 through June 30. All courses taken during the summer, fall, and spring semesters shall be submitted and approved prior to the commencement of the course. Evidence of satisfactory completion of the course should be submitted as soon as available. Upon receipt of evidence of successful completion from all teachers taking approved courses during the spring semester, the Board will reimburse all teachers simultaneously in accordance with the above program. If the total number of approved courses and/or other professional development opportunities, as contained in the teacher's P.I.P., exceeds the \$14,000.00 pool, then each teacher will be reimbursed the equivalent pro-rata cost per credit completed, up to the individual maximum of \$1,200.00. In no event shall the total annual reimbursement exceed \$14,000.00.

- G. The Board shall reimburse custodians for the fee and/or renewal of boiler licenses.

Article X - Work Clothes

- A. The Board shall provide each custodian with five (5) uniforms and summer tee shirts per year. Custodians shall be responsible for cleaning and care of the uniforms. Custodians are expected to wear the uniforms each work day. The Board shall provide two (2) pair of work shoes each year. The Superintendent, at his/her discretion, may authorize a third pair as need requires.
- B. Two sets of rain gear have been purchased for the building. Said gear is to remain the property of the Roseland Board of Education and shall be replaced as needed.
- C. A winter jacket will be furnished each custodian in the first year of employment and every third year thereafter.
- D. Two pair of work gloves will be furnished each custodian, if needed, each year.

- E. As needed, one pair of foul weather boots will be furnished each custodian every three years.

Article XI - Professional Improvement

The Board shall provide in-service professional improvement programs which shall be cooperatively planned to meet priorities jointly determined by the Association and the administration. Professional development programs shall be conducted after school hours and shall not exceed nine (9) hours per year as outlined previously under Article VI, subparagraph A.

In the event that the Board and Association mutually agree upon an accredited professional development program, teachers who successfully complete same shall be given credit as provided in the salary schedule.

When necessary for professional improvement a teacher, with prior approval from the Superintendent, may attend an appropriate workshop or seminar. Upon evidence of completion of the workshop or seminar, the teacher will be reimbursed the registration fee.

Article XII Employee Evaluation

- A. Employees have the right to adequate and constructive supervision by the appropriate administrator.
- B. Employees must be punctual and responsible to their assignment throughout the year and, when they are not, they are to be notified by their immediate supervisor.
- C. Employee performance shall be evaluated in the light of all evidence pertinent to the discharge of their responsibilities.
- D. Procedure for evaluation of employees shall be as specified by applicable law and Commissioner of Education regulations.

Article XIII - Reassignments

- A. No later than May 1 of each school year, the Superintendent shall post a list of official vacancies expected to occur during the following school year.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent no later than May 15.
- C. In determining the requests for reassignment, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the School system as

determined by the administration and authorized by the Board.

- D. As soon as practicable, the Superintendent shall notify all teachers who have been reassigned and the nature of the reassignment.

Article XIV - Subsequent Negotiations Procedure

A. DEADLINE DATE

The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. MEETINGS

All meetings between the Parties shall be regularly scheduled whenever possible to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

Article XV - Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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.
- B. The provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by foregoing legal authorities.
- C. The Board will conduct its routine, annual discussion of staffing for the ensuing year between October-May 15. All discussions will be conducted privately, unless an individual requests otherwise.

Article XVI - Printing and Distribution of the Negotiated Agreement

The parties shall equally share the cost of printing the Agreement. An equal number of copies shall be provided to both Parties.

Article XVII - Entire Agreement

THIS AGREEMENT incorporates the entire understanding of the Parties on all issues covered and provided for herein, and during the term of this Agreement, neither Party shall be required to re-negotiate concerning said issues for the period covered herein.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed by their duly authorized officers on the date and year aforesaid.

FOR THE BOARD

Marianne Surabail

Ann Mulvaney

FOR THE ASSOCIATION

Josue DePalma

NOTES RELATED TO SCHEDULE "A", SCHEDULE "B" AND SCHEDULE "C"

SALARY GUIDES FOR 2000/01, 2001/02, AND 2002/2003

The following procedures augment the provisions of ARTICLE II COMPENSATION and are to be applied in determining eligibility for longevity pay and lateral movement on salary guides A, B, and C.

1. Changes in position on the salary guide may be made up to August 1. If summer school courses being taken will be completed by September 1, the Superintendent should be informed in writing prior to that date. If reasonable assurance of satisfactory completion of said course is given, advancement on the guide may be allowed.
2. Eligibility for lateral movement on the salary guide may not be granted for undergraduate courses even if tuition reimbursement has been granted.
3. Lateral movement on the guide shall be limited to:
 - a. graduate courses
 - b. undergraduate courses which will lead to special certification granted by the New Jersey State Department of Education
 - c. undergraduate courses taken wherever and whenever graduate courses are unavailable within a reasonable distance
4. No one will be placed on or beyond the M.A. column unless a Master's Degree has been earned. An equivalency will place the teacher on the BA+30 step.
5. Longevity increments shall be granted after 14, 19 and 24 years of service in the Roseland School System. The longevity increment for qualifying full-time teachers shall be eight hundred (\$800) dollars after fourteen (14) years of service, eighteen hundred (\$1,800) dollars after nineteen (19) years of service, and twenty-eight hundred (\$2,800) dollars after twenty-four (24) years of service. For part-time teachers, longevity entitlement shall be prorated on basis of salary.
6. The following guidelines shall apply in determining an individual's eligibility for longevity stipends:
 - a. Only time spent as a teacher in the district will count toward eligibility
 - b. If a teacher worked as a substitute for one hundred (100) days in any of his/her years of service, such years shall be counted on a pro-rata basis (see below) towards eligibility

c. All service as a teacher in the district will count toward eligibility, whether consecutive or not, with the following exception: If an individual voluntarily quits, but is subsequently rehired by the Board of Education, time counting toward eligibility must occur within the following consecutive spans:

14 years longevity within 18 years
19 years longevity within 23 years
24 years longevity within 28 years

d. Partial years and less than full time service will be pro-rated. Partial years will count as fractions of years for time eligibility. Less than full time service will be prorated by applying the fraction of the salary to the stipend.

e. Once a stipend is awarded, it is locked in. A subsequent longevity step will be calculated anew.

ROSELAND SALARY GUIDE

2000-2001

STEP	BA	B+15	B+30	MA	M+15	M+30
1	34,730	36,230	37,230	38,230	42,230	44,030
2	35,330	36,830	37,830	38,830	42,830	44,630
3	35,930	37,430	38,430	39,430	43,430	45,230
4	36,530	38,030	39,030	40,030	44,030	45,830
5	37,830	39,330	40,330	41,330	45,330	47,130
6	39,130	40,630	41,630	42,630	46,630	48,430
7	40,430	41,930	42,930	43,930	47,930	49,730
8	41,730	44,330	46,330	48,130	49,230	51,030
9	43,030	45,630	47,630	49,430	50,530	52,330
10	44,330	46,930	48,930	50,730	51,830	53,630
11	45,830	48,430	50,430	52,230	53,330	55,130
12	47,830	50,430	52,430	54,230	55,330	57,130
13	49,830	52,430	54,430	56,230	57,330	59,130
14	51,830	54,430	56,430	58,230	59,330	61,130
15	54,330	56,930	58,930	60,730	61,830	63,630
16	56,700	59,300	61,300	63,100	64,200	66,000
17	62,700	65,300	67,300	69,100	70,200	72,000

ROSELAND BOARD OF EDUCATION

SCHEDULE "A" SALARY GUIDE - 2000-2001

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES RECOMMENDED MOTION: - "That the following guide for the administration of salaries for teachers shall become effective July 1, 2000 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area."

This salary guide format is effective July 1, 2000, and shall continue as format for any successor agreement salary guide.

ROSELAND TEACHER SALARY GUIDE

2001-2002

STEP	BA	B+15	B+30	MA	M+15	M+30
1	35,555	37,605	39,105	40,605	43,055	44,855
2	36,055	38,105	39,605	41,105	43,555	45,355
3	37,055	39,105	40,605	42,105	44,555	46,355
4	38,055	40,105	41,605	43,105	45,555	47,355
5	39,055	41,105	42,605	44,105	46,555	48,355
6	40,055	42,105	43,605	45,105	47,555	49,355
7	41,055	43,105	44,605	46,105	48,555	50,355
8	42,555	45,155	47,155	49,155	50,055	51,855
9	44,055	46,655	48,655	50,655	51,555	53,355
10	45,555	48,155	50,155	52,155	53,055	54,855
11	47,055	49,655	51,655	53,665	54,555	56,355
12	48,555	51,155	53,155	55,155	56,055	57,855
13	50,555	53,155	55,155	57,155	58,055	59,855
14	52,555	55,155	57,155	59,155	60,055	61,855
15	55,055	57,655	59,655	61,655	62,555	64,355
16	58,055	60,655	62,655	64,655	65,555	67,355
17	64,055	66,655	68,655	70,655	71,555	73,355

ROSELAND BOARD OF EDUCATION

SCHEDULE "B" SALARY GUIDE - 2001 - 2002

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES RECOMMENDED MOTION: - "That the following guide for the administration of salaries for teachers shall become effective July 1, 2000 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area."

This salary guide format is effective July 1, 2000, and shall continue as format for any successor agreement salary guide.

ROSELAND TEACHER SALARY GUIDE

2002-03

STEP	BA	B+15	B+30	MA	M+15	M+30
1	37,655	40,255	42,255	44,255	45,255	47,255
2	38,155	40,755	42,755	44,755	45,755	47,755
3	38,655	41,255	43,255	45,255	46,255	48,255
4	39,155	41,755	43,755	45,755	46,755	48,755
5	39,855	42,455	44,455	46,455	47,455	49,455
6	40,855	43,455	45,455	47,455	48,455	50,455
7	42,055	44,655	46,655	48,655	49,655	51,655
8	43,455	46,055	48,055	50,055	51,055	53,055
9	44,955	47,555	49,555	51,555	52,555	54,555
10	46,455	49,055	51,055	53,055	54,055	56,055
11	47,955	50,055	52,555	54,555	55,555	57,555
12	49,955	52,555	54,555	56,555	57,555	59,555
13	51,955	54,555	56,555	58,555	59,555	61,555
14	53,955	56,555	58,555	60,555	61,555	63,555
15	56,455	59,055	61,055	63,055	64,055	66,055
16	59,455	62,055	64,055	66,055	67,055	69,055
17	65,455	68,055	70,055	72,055	73,055	75,055

ROSELAND BOARD OF EDUCATION

SCHEDULE "C" SALARY GUIDE - 2002-2003

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES, RECOMMENDED MOTION: - "That the following guide for the administration of salaries for teachers shall become effective July 1, 2000 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area."

This salary guide format is effective July 1, 2000, and shall continue as format for any successor agreement salary guide.