

AGREEMENT

between the

SCOTCH PLAINS-FANWOOD

BOARD OF EDUCATION

and the

SCOTCH PLAINS-FANWOOD

EDUCATION ASSOCIATION, INC.

July 1, 2009 to June 30, 2012

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SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION
and the
SCOTCH PLAINS-FANWOOD EDUCATION ASSOCIATION, INC.
July 1, 2009 to June 30, 2012

PREAMBLE

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

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

ARTICLE 1

RECOGNITION

The Board recognizes the Association for the purposes of negotiations as the exclusive representative of a unit consisting of all certified teaching personnel, including nurses, and ~~ROTC instructor~~ under full contract who are paid in accordance with the teachers' salary guide, lunch/general aides, instructional aides, and all secretaries, clerical personnel, bookkeepers, office assistants, ~~data processors and telephone operators~~, excluding confidential secretaries (Superintendent's office-2, Assistant Superintendent's office - 1, business administrator's office - 1, personnel office-2).

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

ARTICLE 2

NEGOTIATION PROCEDURE

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

ARTICLE 3

DEDUCTIONS FROM SALARY

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

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

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section 3.a. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

c. Mechanics

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

d. Changes

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

c. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

4. Indemnification

The Association shall defend and save the Board harmless from any action filed against the Board as a result of the Board deducting the representation fee from employees' salaries. *sited*

**AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer Board of Education

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

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

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

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

ARTICLE 4

GENERAL PROVISIONS RE: SALARIES

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

Aides' Salary Guides	Schedules A
Teachers' Salary Guides	Schedules B
Secretaries' Salary Guides	Schedules C
Co-Curricular Advisors' Salary Guides	Schedules D
Coaches' Salary Guides	Schedules E

which are attached hereto and made a part hereof.

- B.
1. Employees on a ten-month contract shall be paid in twenty (20) semi-monthly installments. The Board shall implement a summer pay plan in accordance with Title 18A:29:3. Employees on either eleven (11) or twelve (12) month contracts shall be paid in twenty-four (24) semi-monthly installments. Employees who work an additional month shall be paid at the end of the month worked and such additional pay calculations shall be based upon the employees' annual contractual salary.
 2. Guidance counselors and child study team members who are required to perform their normal functions during vacation periods shall be compensated at their per diem rate.
 3. Aides shall be offered individual contracts including an annual salary based on an hourly rate as set forth in Schedules A and on the number of student days per year. Aides who are requested to work days beyond the total student days in the school year shall be compensated at the regular rate of pay.
 4. Aides shall be compensated when performing secretarial/clerical tasks under the following circumstances.
 - a. When a regular secretarial/clerical employee is absent and an aide is directly assigned to perform the absent employee's secretarial/clerical tasks by a supervisor in lieu of the hiring of a full-day secretarial/clerical substitute.
 - b. When the provisions of 4.a. have been met, the Board will pay the aide at the substitute secretary per diem rate or the aide's hourly rate, whichever is higher.
 - c. Payments under b. above shall be made in the first paycheck in the month following the month in which the work is performed.
 5. All aides shall be paid for all additional work performed at the direction of any administrator or supervisor at the regular hourly rate of pay. The additional payment shall be made no later than the first pay period following the month in which the work is performed.

Extra services shall include, but not limited to: additional work assigned to aides before or after her/his regular work hours, required attendance at back-to-school activities or parent/teacher conferences, work performed during any school shutdown periods, and work performed before the beginning of or after the end of the normal student year.
 6. No changes in salary will be made for schedule changes including inclement

weather or emergency. Additional payment shall be made for days extended for any reason at the regular rate of pay.

7. The Board shall provide for the direct deposit of an employee's paycheck into a bank account of the employee's choice with appropriate authorization from the employee.

- C. Teachers who participate in curriculum development or in-service programs which are offered by the Board during the summer shall be compensated at either the rate listed below or receive in-district credits (see Article B-7.D.). The method of payment will be included in the posting. Aides who are employed after their normal hours or during the summer shall be paid their hourly rate. If such employment for aides occurs during the summer, they shall be compensated their hourly rate of employment for the contractual year in which the summer occurs.

<u>YEARLY</u>	<u>HOURLY RATE</u>
2009-2010	\$35.50
2010-2011	\$37.00
2011-2012	\$37.00

- D. 1. Twenty and twenty-five year longevity movement shall take place on September 1 or February 1 for those who have served the district for twenty or twenty-five years by each of those dates.
2. Teachers who were paid at step 15 or beyond shall be paid at longevity level 20L or 25L if their employment in the district combined with their military service equals 20 years but less than 25 years or 25 years or more, respectively.
3. Teachers who were paid longevity level 20L shall be paid at longevity level 25L if their employment in the district combined with their military service equals 25 years or more. Otherwise, such teachers shall be paid at longevity level 20L until they accrue the 25 years.

- E. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. Teachers and aides shall receive their final checks on the last working day of the full school year unless the teacher or aide has not fulfilled all obligations and responsibilities in connection with the closing of school. Secretaries shall receive their final paychecks on the last working day of their contract.

- F. Employment increments, i.e., a step up on the Salary Guide based on service or additional salary raises which may be authorized by the Board, are not automatic. Such increments and/or raises shall be awarded based upon the recommendation of the Superintendent and

approval by the Board of Education. An appeal from withholding of an increment or raise shall not be the subject of a grievance except for the withholding of an increment for disciplinary reasons but shall be processed in accordance with N.J.S.A. 18A:29-14 which provides that an appeal from the withholding of such increment shall be heard before the Commissioner of Education.

- G. 1. Employees who terminate employment with at least ten (10) years of qualified service in either TPAF or PERS and who will be eligible to receive either a TPAF or PERS pension shall be entitled to receive compensation for accumulated sick leave days and accumulated unused personal days (Article 8.1) as follows:

	<u>Effective July 1, 2009</u>	<u>Effective July 1, 2010</u>
Teachers	\$57.50 per day	\$58.50
Aides	\$19.00 per day	\$19.50
Secretaries	\$33.50 per day	\$34.00

2. Unused personal leave days (Article 8.1) shall accumulate for conversion to compensation at retirement effective July 1, 1988, except as provided for in Article 8.1.
3. Compensation provided by this section shall be paid between July 1 and July 31 following the retirement of the employee except for those employees who are applying for Social Security Benefits. Employees who are applying for Social Security Benefits will be paid under these provisions in the same month in which the employee received his/her last paycheck.
4. The maximum pay out for accumulated sick and personal days is one hundred sixty (160) times the above amount. Effective July 1, 2006, maximum pay out for accumulated sick and personal days is one hundred eighty (180) times the above amounts.
5. In the event of the death of an employee who meets the requirements for compensation provided under this Section, the estate of the deceased employee shall be entitled to the above benefit.
- H. Each aide shall be placed on the appropriate step and level of the salary schedule as indicated on Schedule A.
- I. Employees shall advance to the "letter" steps on each guide in accordance with the negotiated settlement. Step advancement does not occur between the letter steps on each salary guide.

ARTICLE 5

HEALTH INSURANCE, DENTAL PLAN

- A.1. The Board shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his/her family. The current plan being utilized is that of CIGNA (Policy No. 36181). The benefits under the major medical coverage shall be those set forth below for employees hired on or before June 30, 2002. The Preferred Provider Program shall be one of the coverage options for employees. Effective July 1, 2002, all newly hired employees shall be required to: (1) enroll in the Preferred Provider Program for the first three years of their employment; or (2) pay the cost differential to enroll in the indemnity plan; or (3) waive insurance coverage. Effective January 1, 2007, employees who elect to continue enrollment in the indemnity (traditional) program shall contribute five hundred dollars (\$500) per year through payroll deduction which deductions are covered by the District's Chapter 125 plan. Effective May 21, 2010, the five hundred dollar (\$500) per year contribution shall be terminated. Effective May 21, 2010, each employee shall pay one and one-half percent (1.5%) of his/her pensionable salary toward the cost of their medical insurance in accordance with State law. The contribution shall be made through payroll deduction. Employees who waive medical insurance coverage or who are not eligible for this insurance shall not be subject to the one and one-half percent (1.5%) contribution.
- a. 100% of covered expenses after \$2,000;
 - b. doctor's attendance benefits while hospital-confined to 100% of reasonable and Customary charges;
 - c. out-patient mental and nervous problems—70% of Reasonable and Customary charges without any other limitations;
 - d. survivors' benefits clause providing that if an insured employee dies, health premiums will be covered for a two-year period;
- A.2. During the period from July 1, 2009, to July 31, 2010, medical insurance shall be provided by CIGNA. Effective August 1, 2010, medical insurance shall be provided by Horizon. The Horizon plan shall be equal to or better than the CIGNA plan. All terms and conditions of the Horizon plan shall be the same as the CIGNA plan including contributions and deductibles.
- A.3. Effective January 1, 2011, or as soon thereafter as possible, the Traditional plan shall be terminated. Employees currently enrolled in the Traditional plan shall be permitted to enroll in any other health care plan offered by the Board.

A.4. Effective January 1, 2011, or as soon thereafter as possible, the AETNA Health Maintenance Organization option shall be eliminated. Employees currently enrolled in the AETNA HMO plan shall be permitted to enroll in any other health care plan offered by the Board.

B.1. The Board agrees to provide a basic dental plan. The plan shall provide family coverage, children covered to the age of 23. The plan shall include a deductible of \$25 per individual and \$50 per family per year.

B.2. The dental insurance coverage shall be Delta Dental through July 31, 2010, and Horizon Dental thereafter. Such program shall be based upon the usual, customary and reasonable concept and shall include:

	<u>Plan Pays</u>	<u>Employee Pays</u>
Preventive and Diagnostic	100%	0%
Remaining Basic Benefits	60%	40%
Crowns, Inlays and Gold Restorations	60%	40%
Prosthodontics Benefits	50%	50%
Orthodontic Benefits (Child Only)	50%	50%

The maximum amount payable by Delta and Horizon for the above dental services, excluding Orthodontic Benefits, to an eligible patient in any calendar year is \$1,500. The maximum for orthodontics shall be five hundred dollars (\$500) per case. Effective January 1, 2011, the dental plan general usage maximum shall increase to \$1,800 and the orthodontic maximum shall increase to \$1,000.

C. The Board shall provide for Health Care Insurance and Dental Insurance for individuals within the unit who were hired on or before September 30, 1994, who retire, after serving the Scotch Plains-Fanwood School District for twenty (20) years or more. Anyone hired on or after October 1, 1994, will not be eligible for this benefit. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:

1 st year of retirement	100% paid by the Board
2 nd year of retirement	90% paid by the Board
3 rd year of retirement	80% paid by the Board
4 th year of retirement	70% paid by the Board
5 th year of retirement	60% paid by the Board
and from the 6 th year forward	50% paid by the Board.

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

- D. If a carrier is changed for any of the above insurance programs, the new coverage provided shall be equal to or greater than the existing coverage.
- E. 1. Health Insurance Waiver Option
- Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three thousand dollars (\$3,000) which shall be payable at the rate of three hundred dollars (\$300) per month for ten months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.
2. Dental Insurance Waiver Option
- Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all dental insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three hundred fifty dollars (\$350.00) which shall be payable at the rate of thirty-five dollars (\$35.00) per month for ten (10) months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.
- F. Employees who voluntarily switch from the traditional insurance program to the Preferred Provider Program shall receive an incentive payment of two hundred dollars (\$200) dependent coverage or one hundred dollars (\$100) single coverage. The payment shall be made at the conclusion of each insurance year for the first two years that the employee is enrolled in the Preferred Provider Program. Employees who switch must stay for two years beyond the bonus. This section shall not apply to employees who switch from the Traditional plan to the Preferred Provider Plan after July 1, 2010.
- G. An IRS Chapter 125 plan will be developed in compliance with the IRS code.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of this Agreement, Board policies or administrative decisions affecting an employee or group of employees except that the term “grievance” shall not apply to:
 - a. any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education except where under Chapter 269, P.L. 1989, an appeal from the withholding of an increment for disciplinary reasons may be submitted to binding arbitration; or
 - b. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed, except for disciplinary reasons; or
 - c. a complaint by any certificated personnel occasioned by appointment to or non-appointment to any position for which tenure is either not possible or not required. The non-renewal of coaches and advisors is subject to the grievance procedure and binding arbitration.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. When a grievance affects a group or class of employees, the Association may initiate the grievance. If a grievance affects employees in more than one (1) building, the Association may initiate the grievance at the Superintendent’s level. In the case of group or class grievances, the group or class shall be established by name through mutual agreement between the Association and the Superintendent. Should the Superintendent and the grievance chairperson be unable to mutually agree on the list of grievants in the group or class or the name of the group or class, this shall not be a bar to the processing of the grievance. If the grievance arises as the result of an action by an authority higher than the principal of a school, the employee or the Association may initiate the grievance at Level II.

B. Purpose

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

C. Procedure

1. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence.
2. Failure at any step of this procedure to implement the provisions or communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure of the aggrieved person at any step of this procedure to appeal a grievance to the next step within specified time limits shall be deemed a waiver of the right to proceed to the next step.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the contract year.
5. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
6. The written grievance shall include the date of occurrence, a statement of the grievance which shall include the issue or action being grieved and the section of the Agreement affected and the remedy sought.
7. LEVEL I—Principal or Immediate Supervisor

The aggrieved person shall initiate the grievance by submitting it in writing and discussing it with his or her principal or immediate supervisor. The Association's designated representative shall have the right to be present with the grievant(s) and to represent the aggrieved. The principal or immediate supervisor shall hold the discussion and shall render a decision on the grievance in writing within ten (10) school days of receipt of the grievance.

8. LEVEL II—Superintendent

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

9. LEVEL III—Board of Education

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

10. LEVEL IV—Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III, and if the grievance concerns the misinterpretation, misapplication or violation of this Agreement but not the misinterpretation, misapplication or violation of Board policy or administrative decisions, within five (5) school days after receipt of the Board's decision, or if no decision has been rendered, within thirty-seven (37) calendar days after the grievance was delivered to the Board, the aggrieved may request that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the request of the aggrieved person by submitting a demand for arbitration to the Public Employment Relations Commission and the Board of Education.
- b. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission.
- c. The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. The arbitrator shall render a written decision within thirty (30) days after the completion of the hearing or hearings or submission of any additional data. A copy shall be simultaneously furnished to the Association and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else.

The arbitrator can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The award of the arbitrator shall be final and binding on the parties.

- d. It shall be the function of the arbitrator, and the arbitrator shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of this Agreement, but he/she shall not be empowered to make decisions in the cases of alleged violation, misinterpretation or misapplication of Board policy or administrative decisions.
- e. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule or which he/she determines is not arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.
- f. The fact that the grievance has been considered by the parties in the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- g. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of a hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

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

E. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this procedure.
3. The Board will provide the Association, upon request, with public information necessary to the processing of grievances.

ARTICLE 7

SICK LEAVE

- A. All employees employed under a ten-month contract shall be entitled to ten (10) days of sick leave in a school year. Those employees under an eleven (11) or twelve (12) month contract shall be entitled to eleven (11) or twelve (12) sick days per year based upon the number of months in their work years. The sick leave days shall be accumulated in accordance with the New Jersey statutes.
- B. The Superintendent may in unusual circumstances require the presentation of a sick leave certificate in order to obtain sick leave. Such a requirement shall not be applied in an arbitrary or capricious manner.
- C. Employees shall inform their building principals or other immediate superior as soon as it is practically feasible, that a sick day will be required. In any event, teachers and aides shall call the designated substitute number no later than 7:00 a.m. on the day or days that sick leave will be required. Failure to notify may result in a denial of sick leave unless the building principal or other immediate supervisor determines that exceptional circumstances existed that prevented compliance with the notification procedure.
- D. By November 1, of each year, the Board shall give each employee an accounting of available sick leave days, personal days and vacation days, and the dates on which sick, personal and vacation days were used during the preceding school year.
- E. Sick Leave Bank
 1. A Sick Leave Bank of days shall be established to provide paid sick leave to

employees who have enrolled in the Sick Leave Bank when those enrolled employees experience catastrophic or life-threatening injuries or illness that require absence beyond the period covered by the enrolled employee's accrued sick, personal and vacation days. Membership in the Sick Leave Bank shall be available to all employees in the bargaining unit.

2. Membership in the Sick Leave Bank shall be established and maintained by contributing one (1) personal leave day or one (1) sick leave day per year to the Bank. The personal or sick leave day contribution shall be made at the start of each school year or at the beginning of the employee's work year for new hires.
3. Personal or sick days donated to the Sick Leave Bank shall be prorated for part-time employees.
4. The Board's decision to grant or deny the issuance of days from the Sick Leave Bank shall not be arbitrable.
5. A joint committee shall be formed to establish guidelines and rules for the Sick Leave Bank.
6. Unused sick bank days will carry-over year to year.

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE

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

- A.
 1. A total of two (2) days leave of absence for such personal or other matters which require absence during the school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). The applicant for such leave shall not be required to state the reason for taking such leave, but shall be required to certify that the purpose of the leave is for matters that cannot be accomplished outside of school hours. Two (2) days of such personal leave may be accumulated so as to permit the employee a maximum of four (4) personal leave days in any one (1) school year.
 2. All employees shall be required to state the reason for requesting the employee's last available personal leave day for the year.
 3. Personal leave may not be used to extend a school holiday or recess period

except: (1) in an emergency, in which case the reason for the emergency is to be stated; or (2) for the purpose of attending a graduation or wedding of an immediate family member (as defined in the first sentence of Section C of this Article) when that event occurs on the day in question or during the adjacent holiday period. A day surrounding a weekend of Saturday or Sunday is not considered a school holiday or recess, unless a holiday should precede or follow the weekend. A day required for a religious observance may be taken if contiguous with a holiday if so stated. Subsection A.3 does not apply to secretaries.

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

ARTICLE 9

EXTENDED LEAVES OF ABSENCE

- A. Child Bearing and Child-Rearing Leave
 - 1. Any employee who becomes pregnant, shall notify the Superintendent of such pregnancy as soon as it is medically confirmed. No employee who is pregnant shall be removed from her regular assigned duties during such pregnancy which

occurs during the school year for which she is employed or contracted, unless as a result of such pregnancy, her work performance has been substantially impaired or her health would be impaired if she were to continue the performance of her duties.

2. A pregnant employee prior to ceasing her duties, may apply for and receive a child-bearing leave. Application for such child-bearing leave shall be filed with the Superintendent sixty (60) days prior to the commencement of such leave. It shall specify the date upon which it is desired that such leave shall commence, and the date upon which the employee desires to return to her active duty. The Board may require the employee to produce a certificate from a physician to support the requested leave period. In the event the Board disputes the length of the requested leave period, a request shall be made to the Union County Medical Society for the appointment of an impartial physician whose findings and conclusions shall be binding upon both the Board and the employee.
3. If the physician's certificate provided by the employee or the report of the impartial physician does not support the length of the requested leave period, the Board may deny such leave or modify the length for time requested. If the physician's certificate produced by the employee, or the advice of the impartial physician supports the length of the requested leave period, the Board shall grant such leave except if the granting would substantially interfere with the administration of the school. Upon granting of such leave, the term may be extended or reduced based upon medical reasons upon application by the employee to the Board for such extension or reduction. Such application shall be supported by a certificate of a physician. In the event of a dispute concerning the physician's certificate, the matter shall be referred to the County Medical Society for determination as set forth above. If there is no dispute with respect to the application for extension or reduction based upon medical reasons, such leave shall be extended or reduced provided it shall not interfere with the administration of the schools.
4. Sick leave shall be granted to an employee on child-bearing leave in accordance with the provisions of N.J.S.A. 18A:30-1, et seq., and applicable rules, regulations, laws, agency, and court decisions. The Board reserves the right to challenge medical certification in accordance with the provisions of paragraph 2. and 3. above. Employees shall not accrue additional sick leave while absent on unpaid child-rearing leave.

Pregnancy-related disability shall be treated as any other temporary physical disability. All benefits available to individuals for other temporary disability leaves shall be available for those on leave for pregnancy related conditions.

5. A non-tenured employee shall acquire no right to obtain an extension of such

leave beyond the end of the contract year in which such leave is obtained. Further, such non-tenured employee shall have no right to return to work in the District in the subsequent school year unless a contract has been offered by the Board and accepted by the employee in accordance with the appropriate statutes.

6. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any employee prior to the employee resuming her duties and assignments upon the termination of the child-bearing leave. Such doctor's certificate shall certify that the employee is in all respects physically capable of discharging the full scope of her duties.
 7. No employee on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Scotch Plains-Fanwood Schools in the area of her certification.
 8. A tenured male or female employee who adopts a pre-school child may also request a child-rearing leave of absence without pay. Such employee shall notify the Superintendent as soon as application for adoption has been filed together with a statement of the tentative date upon which de facto custody is to be received. The leave shall commence upon receiving de facto custody of the child or as required by the adoption agency, and shall continue for the balance of that school year together with the next full school year. In the event the employee wishes to return to the district, he/she shall notify the Superintendent no later than March 1 for the succeeding school year.
 9. The Board may grant child-rearing leave to a tenured employee for the remainder of the contract year and for the subsequent contract year upon request by the employee. The request for leave in the subsequent contract year shall be made on or before March 1. The employee shall not be permitted to return prior to the termination of the requested leave time once it has been approved.
- B.
1. A leave of absence without pay of up to one (1) year may be granted to an employee after three (3) years of service for the purpose of caring for a sick member of the employee's immediate family, which is defined as mother, father, brother, sister, husband, wife, children, father-in-law, mother-in-law, grandmother, grandfather, step-parent or step-child.
 2. A leave of absence without pay for either a full semester (September-January or February-August) or a full school year (September-August) shall be granted to a tenured applicant for the purpose of caring for a sick member of the employee's immediate family. Immediate family in this section is defined as parent, spouse, or child. Leaves granted under this section shall be extended for one semester provided the employee notifies the Board in writing at least sixty (60) days prior to the expiration date of the leave of the need for an extension. Applicants for

leave under this section must include medical verification that one of the above defined family members is ill and does require home care.

- C. Upon return from any approved extended leave of absence, the employee shall be assigned to the same position formerly held or another position within his/her job classification at the discretion of the Superintendent. All rights and benefits to which an employee was entitled at the time the leave commenced, shall be restored upon return from leave.
- D. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.
- E. All fringe benefits shall cease except in accordance with the Family Leave laws during the term of a leave granted pursuant to the provisions of this Article. During the term of a leave granted pursuant to the provisions of this Article employees shall be permitted to pay for Medical and Dental benefits at the existing group rate for up to one year.

ARTICLE 10

ASSOCIATION RIGHTS

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

- E. The Association shall have the right to use interschool mail facilities and school mailboxes as it deems necessary. All materials will be submitted to the building principal for distribution. Normal distribution procedures shall be followed.
- F. The Association shall be provided without cost to it, adequate space in a school building to store and maintain files of the Association. The Association shall be allowed to install a telephone in such space at its own expense.
- G. The President shall be granted one (1) day's leave per month for Association business. If the President is a teacher, he/she shall not be scheduled for non-teaching duty assignments. The Association President will also be released from one teaching period per full length school day.
- H. The Board agrees to make public records available to the Association from time to time in response to reasonable requests. Any costs associated with the preparation or collation of the requested information shall be borne by the Association.
- I. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay if said meetings are mutually scheduled by the Board and the Association.

ARTICLE 11

EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law and of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and

regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. Whenever an employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D.
 - 1. Whenever an employee is required to appear before a principal or other administrator for a formal evaluation conference, such employee shall have the privilege to adjourn the conference, if after its commencement the employee believes that such conference could adversely affect the continuation of the employee in his or her position, salary, or salary increment. The purpose of such adjournment would be to provide the employee with an opportunity to obtain the services of a local representative to be present to counsel and advise the employee during such subsequent conference.
 - 2. The principal or administrator, in the case of an adjournment, may request the presence of the Superintendent or Assistant Superintendent during the subsequent conference. It is understood and agreed that the privilege to adjourn the conference by the employee shall not be acquired until after the commencement of the original conference, and the employee has determined that the conference is adversely affecting his or her position, salary, or salary increment. Arrangements for a subsequent conference shall be made within three (3) working days and the subsequent conference shall take place no later than ten (10) working days after the adjournment.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Employees shall not be disciplined without just cause. Discipline shall be applied in a nondiscriminatory fashion, and shall be subject to the grievance procedure. The discipline to be imposed shall be determined on a case-by-case basis, and shall take into account the nature of the offense, the number of previous offenses of any kind, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.

ARTICLE 12

PROFESSIONAL RELATIONSHIPS

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

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

The exercise of the powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

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

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

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

ARTICLE 13

POSTING OF VACANCIES

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

- F. A temporary vacancy is a vacancy which exists for less than a full school year for reasons of extended illness, maternity or leave of absence.

ARTICLE 14

PROTECTION OF EMPLOYEES AND PROPERTY

- A. An employee may use such reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or in control of a pupil.
- B.
 - 1. Whenever a civil action is brought against an employee for any act or omission arising out of and in the course of the performance of his or her duties, the Board of Education shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such employee from any financial loss resulting there from. The Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.
 - 2. Should any criminal action be instituted against an employee for any act or omission arising out of or in the course of his or her duties, and should such proceedings be dismissed or result in a final disposition in favor of such teacher, the Board of Education shall reimburse the employee for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- C. In the event an employee is absent as a result of injuries sustained because of an assault upon the employee in the course of the employee's duties, the Board of Education shall pay to the employee the full salary or wages for the period of such absence, up to one (1) calendar year, without having such absence charged to the annual sick leave or cumulative sick leave. The amount of salary or wages paid shall be reduced by the amount of any Worker's Compensation award made for temporary disability. The Board may arrange for and maintain appropriate insurance to cover the payment of such wages.
- D.
 - 1. Employees shall immediately report in writing cases of assaults suffered by them in connection with their employment to their principal or other immediate superior.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall

comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

- E. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property which is damaged or destroyed as a result of an assault committed upon a member of the Association while such member was acting in the discharge of his/her duties and within the scope of his/her employment. Such reimbursement shall not cover any clothing of the staff member or personal property which was not physically on the employee's person during the assault. The Board reserves the right to bring an action at law to recover any such reimbursement made by the Board, and the Association agrees on behalf of the staff member affected that the Board shall receive an authorization and/or assignment of those rights of the staff member that may be required in order for the Board to commence an action to recover such costs.

ARTICLE 15

MILEAGE

Employees who may be required to use their own vehicle in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the per mile rate allowed by the New Jersey Office of Management and Budget or the IRS rate when permitted by law.

ARTICLE 16

NON-DISCRIMINATION CLAUSE

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

ARTICLE 17
MISCELLANEOUS PROVISIONS

- A. This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. If any such provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the equal expense of the Board of Education and the Scotch Plains-Fanwood Education Association, Inc.
- D. The personal life of an employee is not an appropriate concern nor within the purview of the Board of Education except in those cases as determined by the Superintendent of Schools wherein the personal life interferes with the effective performance of the employee's assigned functions within the school district.
- E. Employees shall be entitled to full rights of citizenship and no religious, social, or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said activities do not violate any local, state, or federal law.
- F. The Board of Education and the Scotch Plains-Fanwood Education Association agree that academic freedom is essential to the fulfillment of the purposes of the Scotch Plains-Fanwood School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their job functions.
- G. In performing their job functions, employees shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the school and society provided however that when they do so, they shall indicate that they are speaking personally and not on behalf of the school, its administration or the Board of Education, and shall assume all liabilities relative to libelous and slanderous statements which they may make.
- H.
 - 1. The Board of Education will administer the Affirmative Action Program in accordance with N.J. Title VI.—Federal Title IX.
 - 2. Should the implementation of affirmative action plans alter or change the terms and conditions of employment, the Board of Education and the Scotch Plains-Fanwood Education Association shall enter into immediate negotiations.

ARTICLE 18

NOTICE PROVISIONS

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

- A. If by the Scotch Plains-Fanwood Education Association to the Board of Education:

Evergreen Avenue & Cedar Street
Scotch Plains, N.J. 07076

- B. If by the Board of Education to the Scotch Plains-Fanwood Education Association:

c/o Terrill Middle School
1301 Terrill Road
Scotch Plains, N.J. 07076

ARTICLE 19

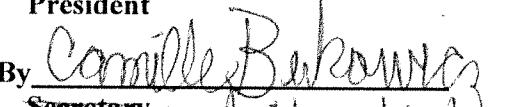
DURATION

- A. This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012, subject to the Scotch Plains-Fanwood Education Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

**SCOTCH PLAINS-FANWOOD
EDUCATION ASSOCIATION**


By 

President

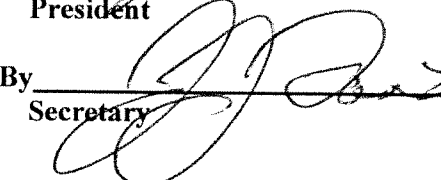
By 

Secretary
v.p. - Chief Negotiator

**SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION**

By 

President

By 

Secretary

APPENDIX A

SPECIFIC TERMS AND CONDITIONS

AIDES

ARTICLE A-1

WORK DAY AND WORK LOCATION

A. Work Year

1. The work year for classroom aides shall consist of one hundred and eighty (180) student days and one (1) in-service day. All of the days shall be full length except:
High School – Back-to-school night and the last two days in June;
Middle School – Back-to-school night and the last two days in June;
Elementary School – Back-to-school night, evening parent conference night and the last day in June.

two The work year for lunch/general aides shall be one hundred and eighty (180) days.

2. The in-service day for classroom aides whose work day is five (5) or more hours shall be identified when the school calendar is adopted and shall occur on a day when the teachers are present.

B. Break

Aides employed for 5 or more hours daily shall be afforded a 30-minute paid lunch break. For those who work 4 or more hours a day, a 10-minute break shall be afforded.

B. Annual Assignment

All aides shall be given written notice of their tentative assignment for the forthcoming year by June 1st and final notice by June 30th. Should changes occur after this date, written notice will be sent to the aide at his/her home or file address by certified mail.

C. Reporting on Delayed Opening Days

Aides shall not be required to report for duty more than thirty (30) minutes prior to the student arrival time on delayed opening days.

ARTICLE A-2

TRANSFERS

A. Voluntary Transfer

The Board of Education recognizes that Aides will, from time to time, request transfers to another building or assignment. Such requests shall be made in writing to the Personnel Office.

B. Involuntary Transfer

The Association recognizes that the Board will, from time to time, determine it is in the best interest of the district to transfer an aide to another building or assignment. The Board or its agent agrees to consult with said aide before effectuating such transfer and whenever possible to pursue a mutually acceptable course of action.

ARTICLE A-3

UNEXCUSED ABSENCE

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

ARTICLE A-4

EVALUATION

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

- C. A copy of the job description for the position she/he fills shall be given to each aide at the beginning of each school year.

ARTICLE A-5

LAYOFF/RECALL

- A. In reducing the number of aide positions within each category, aides with the least amount of continuous service as an aide in the classification being reduced shall be reduced first. Aides who have worked in more than one aide classification will have continuous service credit equal to their total continuous service as an aide in the district in the lowest of the classifications in which the aide has worked.
- B. If a vacancy occurs within forty-eight (48) months of layoff, any aide who has lost her/his job as a result of a reduction in the number of aide positions shall be re-employed within her/his category before the Board employs any new aide. The order of recall shall be in the reverse of the order of layoff. The last laid off shall be the first recalled.
- C. Any aide shall be given thirty (30) days' notice prior to layoff.
- D. Any aide who is recalled shall have five (5) days from receipt of the recall notice to notify the Board or its agent of her/his acceptance of the recall assignment. Recall notices sent by the Board shall be by certified mail.
- E. Vacancies which occur within either category of aide, including those which result from a refusal of re-employment by aides on the recall list, shall be posted in all school buildings as soon as they become known to the Board or its agent. A copy of the posting shall be sent immediately to the President of the Association.

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

ARTICLE A-6

TUITION REIMBURSEMENT

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

- A. An aide shall apply for reimbursement under the following procedure:
 - 1. Prior to beginning the course, the aide shall seek approval from the

Superintendent and/or designee in writing. The application for approval shall include the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program, the institution where the course will be taken and the relevance of the course to his/her position as an aide.

2. Upon completion of the course, the aide shall present to the office of the Superintendent evidence of the tuition cost incurred and evidence of the grade received.
- B. The Board shall reimburse an aide for credits earned or courses satisfactorily completed to the maximum of \$400 per contract year. It is understood that an aide must be employed at least twenty (20) hours per week to be eligible for tuition reimbursement.
- C. Any aide may apply to the Superintendent for permission to attend workshops or conferences which relate to his/her work assignment and which may or may not be scheduled during his/her work time. If the Superintendent approves the application, the aide shall be reimbursed for the costs incurred for his/her attendance at such workshops or conferences. The Superintendent's decision is not grievable.

APPENDIX B

SPECIFIC TERMS AND CONDITIONS

TEACHERS

ARTICLE B-1

SALARY GUIDE PLACEMENT

- A. The parties have acknowledged the desirability and professionalism of advanced study beyond the B.A. level and desire to incorporate this concept within the Salary Guide. Accordingly, the following regulations will apply to those teachers employed initially on or after July 1, 1971:
1. A teacher with no prior experience (0 experience range) employed initially on or after July 1, 1971, will be allowed eleven (11) years to move from the B.A. column to another column. In the event that movement to another column is not obtained during the eleven (11) year period, the teacher will not advance further on the B.A. column.
 2. An experienced teacher initially employed on or after July 1, 1971, beyond the 5th step on the Guide will be allowed five (5) years to move from the B.A. column to another column. In the event such advance is not obtained during the five (5) year period, the teacher will remain at that step on the Guide which represents prior experience plus five (5) years in the District.
 3. In the event that a teacher in either category (1) or (2) above moves to another column after the expiration of the eleven (11) or five (5) year period set forth in (1) or (2) above, the maximum allowable advance on the appropriate column shall be one (1) year.
 4. It is expressly acknowledged that the above provisions relate only to those persons initially employed and moving from the B.A. column. It is further expressly acknowledged that the above provisions relate only to those teachers employed on or after July 1, 1971.
- B. Credit for Prior Experience
1. Upon initial employment, employees will be placed on the salary guide in accordance with the provisions of N.J.S.A. 18A:29-9.
 2. Teachers must be on the payroll for one (1) day more than one half (1/2) the number of work days in their work year to be eligible for an increment. Those

teachers who are paid for one half of the work year or less will remain on the same step the following year.

ARTICLE B-2

EXTENDED LEAVES OF ABSENCE

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

ARTICLE B-3

REDUCTION IN FORCE PROCEDURE

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

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

ARTICLE B-4

VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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

B. Procedure

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

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

ARTICLE B-5

PERSONNEL FILES

- A. Any teacher shall be entitled to inspect his/her professional file(s) by appointment. A professional personnel file shall be defined as any file on any individual teacher maintained by any administrator of the school district.
- B. Each teacher shall be afforded an opportunity to place into his/her personnel file his/her answers or comments regarding the material contained within the personnel files.

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

ARTICLE B-6

TEACHER ASSIGNMENT

A. Grades 1-5

1. Work Day

The in-school workday for teachers shall be seven (7) hours as follows:

0:00 Teacher Arrival

0:05 Student Arrival, teachers at their assigned locations

0:15 Instruction begins

3:30 Instruction ends and lunch begins

4:30 Lunch ends and instruction resumes

6:50 Instruction ends

7:00 Teacher departure

2. The elementary teacher's workday shall not begin earlier than 8:00 a.m.

3. Preparation Time

Elementary teachers shall be relieved of classroom duties for two hundred (200) minutes per full school week during the time that special subject teachers are teaching their classes. This time will be designated preparation time. Special teachers in the elementary schools shall have two hundred (200) minutes of preparation time per week within the student day. No preparation period shall be less than thirty (30) consecutive minutes.

4. Pre-School and Kindergarten

A minimum of two hundred (200) minutes per full school week. No preparation period shall be less than twenty-five (25) consecutive minutes. Twenty-five (25) minutes may result in four (4) preps per week.

5. Lunch/playground Duty Assignments

- a. In addition, elementary teachers and special teachers in the elementary school shall have a daily duty-free lunch period of sixty (60) consecutive minutes, except that one (1) teacher per building per day may be scheduled on an equitable rotating basis to be on call to assist in an emergency during this period. "On call" shall mean that the teacher scheduled for the day shall be available in the building to be called in the event of an emergency. "On call" does not mean that the teacher is assigned to supervise in the lunchroom or on the playground or otherwise during the duty-free lunch period described; however, if the aide or another employee who is assigned to such supervision is absent, the teacher (refers to the teacher "on call" for that day) may be assigned such supervision. In the event of such absence and the assignment to supervise, the teacher shall have a minimum duty-free lunch period of thirty (30) consecutive minutes. The Board will make every effort to have an aide on duty. Effective November 1, 2010 this sub-section shall be deleted from this Agreement.
- b. If additional teachers in any building are needed during their normal lunch hour to supervise in the lunchroom, or on the playground or otherwise, said teachers, who shall be selected on a volunteer or rotating basis shall be compensated at the rate of \$13.50 per half hour. Assignment without compensation continues under Section 1. above for the "on call" teacher. Effective November 1, 2010, the preceding two sentences are replaced as follows. Up to four (4) teachers per elementary school and two (2) teachers per middle school may be assigned to lunch/recess duty for thirty (30) minutes each. The compensation will be seventeen dollars (\$17.00) per half hour duty. The building principal shall seek volunteers for the

duty prior to the assignment of teachers, with staff involuntarily assigned to be rotated on a daily basis. The seventeen dollars (\$17.00) will also apply to teachers who are assigned to lunch room duty for any reason. When assigned to supervise the teacher shall have a minimum duty-free lunch period of thirty (30) consecutive minutes.

- c. On delayed opening days the elementary teachers' duty-free lunch period may be reduced to the same length as the student lunch period, however, the teachers' duty-free lunch period shall be at least thirty (30) minutes.

6. Parent Conferences

Teachers assigned to elementary buildings shall be required to attend three (3) daytime parent conference sessions and one (1) evening parent conference session per year. Students shall be dismissed after the minimum length school day on the four (4) parent conference days. On the day of evening parent conferences teachers shall be permitted to leave at the normal time interval following student dismissal.

B. Middle Schools

1. Effective September 1, 2000, the daily schedule at the middle schools shall consist of: One (1) period of fifty-three (53) minutes duration, which shall include homeroom; six (6) periods of forty-eight (48) minutes duration; and a lunch period of twenty-five (25) minutes duration.
2. Effective September 1, 2000, teachers at the middle schools shall have, on a daily basis, five (5) teaching periods, one (1) preparation period, one (1) duty period, and one (1) lunch period. Teachers who are assigned to a 6th or 7th grade academic team shall be assigned a team planning period per day in lieu of the duty period, and this shall include special education teachers who are assigned to a 6th or 7th grade academic team, except for one day per week. On that one day per week, 6th and 7th grade academic team teachers will have a duty period in place of their planning period and 8th grade teachers will have a planning period in place of their duty period. Eighth grade teachers who are assigned to team teach with another teacher shall be scheduled a common non-teaching period per week with the other team teacher. Teachers shall not be required to perform more than one duty assignment per day including bus duty.
3. Effective September 1, 2000, independent study time and/or guided study will be eliminated from the middle school program.
4. Effective July 1, 2007, Sections B.1. and B.2. above shall be replaced by the following schedule and limitations.

a. Middle School Schedule

Teachers Report	7:55 a.m.
Period One	8:10-8:57
Period Two	9:00-9:42
Period Three	9:45-10:27
Period Four	10:30-11:12
Lunch	11:15-11:42
Period Five	11:45-12:27
Period Six	12:30-1:12
Period Seven	1:15-1:57
Period Eight	2:00-2:42
End of Teachers Day	2:55 p.m.

- b. (1) The teaching load for full-time middle school teachers will continue to be five (5) teaching periods daily and one (1) activity period daily. There shall be no loss nor diminution of planning periods or preparation periods guaranteed by Article B-7.B.1, B.2 and C. as described on page 36 of the 2002-05 Agreement.
- (2) No additional lesson plans will need to be submitted for activity period other than generalized statements of what is occurring for the week.
- (3) There shall be no formal evaluation of a teacher during the Activity period.

5. The side bar agreement signed on June 20, 2011, modifying the middle school schedule effective September 1, 2011 is incorporated herein as Appendix E.

C. Secondary teachers shall have a minimum of one preparation period per day, exclusive of lunch, which shall be equal in duration to one regular teaching period, except on early dismissal days when the availability of preparation periods shall be determined by the schedule.

- D. 1. Effective September 1, 2000, teachers who are assigned to teach one period earlier (zero period) than the normal teaching day will be permitted to leave early at the end of their school day so that their work day will be the same length overall as the workday for teachers who start at the normal starting time.
2. Effective September 1, 2000, when a zero period teacher is requested to remain beyond the end of his/her work day to attend meetings, the teacher will be compensated for the extra period at 1/2000 of his/her annual salary. If the teacher

elects not to attend the meeting the teacher will be responsible for obtaining the information disseminated at the meeting by other means. Teachers who receive the 1/2000 under this section may be assigned to a duty or a class coverage during the last period.

E. Sixth Teaching Period

1. Teachers who are or were assigned to teach a sixth (6th) period will be compensated at a per period rate of 1/1400 of the individual's annual salary provided the assignment is a full assignment including but not limited to developing lesson plans, teaching, grading and meeting with students and parents as required. In order to qualify for the 1/1400 per period the sixth (6th) teaching assignment must last at least three (3) weeks. Absences of the teacher teaching the sixth (6th) period do not count for pay purposes nor do the absences constitute a break in the three (3) weeks. Assignments to a sixth (6th) teaching period for less than three (3) weeks will be compensated at 1/2000 of the individual's annual salary per period. If the assignment to a sixth (6th) teaching period is for a full school year, the additional compensation will be added to the teacher's base salary for pension purposes. The assignment to a sixth (6th) teaching period shall be limited to fifteen percent (15%) of the total high school and middle schools' teaching staff at any one time.
2. Compensation will not be granted for a sixth (6th) teaching period in situations where the extra period(s) per day is (are) balanced within a school year by less periods per day in another marking period, for example, twenty-seven (27) teaching periods per week in one (1) marking period and twenty-three (23) teaching periods in a subsequent marking period.

F. Work Year

The Wednesday preceding Thanksgiving shall be a minimum length school day for students. Teachers and aides shall be permitted to depart at the end of the normal time interval following student departure. Secretaries shall be permitted to depart two (2) hours prior to their normal departure time.

G. Preparation Time Defined

Preparation time is defined as in-school time provided for activities related to the educational program including but not limited to planning lessons, meetings with the child study team, meetings with parents, evaluation conferences, team planning, departmental meetings and conferring regarding educational or job-related issues in which the Association is involved.

H. Delayed Opening

Teachers shall not be required to report for duty more than thirty (30) minutes prior to the student arrival time on delayed opening days.

I. Team Teaching Absences

- a. Team of Secondary Level teachers of regular education classes—one member of the team is absent and no substitute hired for the class period.
- b. Team of Secondary Level teachers of regular education and special education classes—one member of the team is absent and no substitute hired for the class period.
- c. For situations a. and b. above starting with the third (3rd) absence of a team member during a class period within a school year without a substitute teacher hired, the remaining team member shall be paid in accordance with Article B-6, L.1. For the first (1st) or second (2nd) absence of a team member during a class period within a school year without a substitute teacher hired, no payment shall be made to the remaining team member.

J. Mentor Program

Teachers shall be compensated in accordance with the guidelines established by the State Department of Education as long as the State provides funds.

K. Back-To-School Night

Teachers shall be required to attend one evening Back-to-School session per year. On the day of Back-to-School night the schools will be closed after the minimum length school day and teachers shall be permitted to leave at the normal time interval following student dismissal.

L. Lost Preparation Periods

1. At the secondary level teachers shall not be required to cover classes in lieu of hiring a full day substitute teacher. Any secondary teacher who is assigned to cover for an absent teacher in lieu of the Board hiring a substitute shall receive a sum equal to 1/2000 of his/her salary for each period covered.
2. Elementary teachers who are deprived of their preparation period shall receive a sum equal to 1/2000 of their salary for a preparation period that is lost.

M. Nurses On Field Trip

Effective July 1, 2006, nurses shall be paid the hourly rate, as indicated in Article 4.C, to a maximum of three (3) hours for extended school day trips and two hundred thirty-five dollars (\$235) per day for non-school day trips. Effective July 1, 2010, the stipend shall increase to three hundred dollars (\$300). The selection process shall be in-district volunteers, out-of-district hires, if available, involuntary assignment.

N. After School Meetings

Teachers may be required to:

1. Attend up to twenty (20) after-school meetings, faculty, or department, per school year.
2. The meeting dates will be determined mutually by the SPFEA President and the Superintendent or their designees.
3. Department meetings may be on different days for each department.
4. Meeting schedules are to be distributed by June 1 for the following school year.
5. Changes in meeting dates due to inclement weather shall be by mutual agreement.

- O. Effective July 1, 2010, traveling teachers shall not be assigned to more than two (2) schools daily. Traveling teachers will be provided the same preparation guarantees as all other classroom teachers, and they will be exempt from involuntary lunch/playground duties in any building to which they are assigned. On any day when they must attend an evening parent conference in a school other than the one to which they are assigned on that day, they will be allowed to leave the building at the usual time for teacher dismissal on evening parent conference days.

ARTICLE B-7

**TUITION REIMBURSEMENT AND PROCEDURE AND
QUALIFICATION FOR GRADUATE CREDITS**

- A. The Board agrees to make available the sum of \$123,000 per year for the reimbursement for teachers' costs of tuition for courses taken for professional development:

Summer - \$41,000 Fall - \$41,000 Winter - \$41,000

1. A teacher shall apply for reimbursement under the following procedure:

- a. Prior to beginning the course, the teacher shall advise the office of the Superintendent of Schools of the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program, and the institution where the course will be taken.
 - b. Upon completion of the course, the teacher shall present to the office of the Superintendent, evidence of the tuition cost incurred and evidence of the grade received.
 2. A teacher shall be reimbursed up to a maximum of six (6) credits per session, not to exceed twelve (12) credits per year at the Rutgers, the State University, rate per credit or the actual tuition rate paid, whichever is lower, for the tuition cost incurred if he or she has followed the procedures of Section 1. a. and b., and if:
 - a. the content of the course is directly connected with the teacher's subject level or grade level assignment, or the course is a part of a program leading to an advanced degree in an area of educational certification and in which the teacher is matriculated. Courses should be taken at an accredited college or university;
 - b. the grade received was passing or better;
 - c. the teacher has not received or will not receive reimbursement from some other source.
 3. A teacher shall be reimbursed within sixty (60) days of the time he or she has satisfied all of the above regulations.
 4. Monies not expended for such tuition reimbursement in any contract year shall be added to the sum available for the summer session in the successive contract year. Monies not expended in the summer session of any contract year shall be added to the sum available for the fall session of that year. Monies not expended in the fall session of any contract year shall be added to the sum for the winter session of that year.
- B.
 1. A teacher shall apply for reimbursement under the following procedure:
 - a. In order to distribute the above tuition reimbursement monies in an equitable manner, a rotation list shall be made with the names of all teaching staff members based upon years of service in the district. The most senior teacher shall be at the top of the list and the least senior at the bottom of the list. Teachers with identical seniority shall be placed on the rotation list in alphabetical order. The most senior teacher on the list shall be able to submit his/her application for tuition reimbursement first and

then the next senior, etc. until the above tuition reimbursement moneys have been exhausted or until there are no further applicants. For the next application period, the top of the list shall be the teacher who followed the last previous applicant. This rotation list shall continue from session to session and from year to year. A teacher shall only be permitted to apply for up to two (2) three (3) credit courses each time his/her name appears at the top of the list. Prior to beginning the course, the teacher shall advise the office of the Superintendent of Schools of the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program, and the institution where the course will be taken.

- b. Within ten (10) working days of the end of each application period, the Superintendent shall give the Association a copy of the rotation list, the beginning and ending names for the period, and a report that includes the names of all teachers who have applied for tuition reimbursement for the period and an accounting of the monies encumbered and the amount of the remaining unencumbered funds.

C. A Credentials Evaluation Committee shall be formed which shall consist of two (2) administrators appointed by the Superintendent, and two (2) elementary and two (2) secondary teachers appointed by the Scotch Plains-Fanwood Education Association, Inc. The said Committee shall review credits which have been earned and proposed credits beyond the Bachelor's Degree. They shall make their recommendation to the Superintendent or his/her designee as to whether such credits are within the teaching specialty in order to warrant an increase on the Teachers' Salary Guide. The use of undergraduate credits for salary guide advancement shall terminate on June 30, 2012. Thereafter, only graduate credits will be recognized for guide movement to MA+30 and beyond. The final determination as to the recognizing of such credits shall rest solely with the Superintendent.

1. Placement or advancement to the Bachelor's Degree plus 30 category can be obtained by the member of the professional staff who has completed thirty (30) semester hours of advanced study beyond a Bachelor's Degree. Such advanced study shall include a minimum of eighteen (18) credits in his/her subject field or the field for which he/she is certified, and no more than twelve (12) credits in other areas that will improve teacher competence. Advanced credits may include credits taken prior to the awarding of the Bachelor's Degree if such credits were in the field or fields of certification and were over and above the requirement of the degree itself. Those persons who believe they have met this requirement should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee with a copy to the representatives of the Scotch Plains-Fanwood Education Association, Inc. on the Credentials Evaluation Committee. Thereafter, the Credentials Evaluation Committee shall make its recommendation to the Superintendent as to the

recognition of such credits. The Superintendent shall then make final recommendation to the Board as to advancement on the Teachers' Salary Guide.

2. Placement or advancement to the Master's Degree plus 30 category can be obtained by the member of the professional staff who has completed thirty (30) semester hours of advanced study beyond a Master's Degree. Such advanced study shall include a minimum of eighteen (18) credits in his/her subject field or the field for which he/she is certified, and no more than twelve (12) credits in other areas that will improve teacher competence. Advance credits may include credits taken prior to the awarding of the Master's Degree if such credits were in the field or fields of certification and were over and above the requirements of the degree itself. Those persons who believe they have met this requirement should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee with a copy to the representatives of the Scotch Plains-Fanwood Education Association, Inc. on the Credentials Evaluation Committee. Thereafter, the Credentials Evaluation Committee shall make its recommendation to the Superintendent as to the recognition of such credits. The Superintendent shall then make the final recommendation to the Board as to advancement on the Teachers' Salary Guide.
3. Placement or advancement to the Sixth Year Training category can be obtained by a member of the professional staff who has earned a Sixth Year certificate or diploma from a recognized college or university, by a member who is enrolled in a doctorate program leading to a recognized degree when the member has completed thirty (30) credits in addition to a Master's Degree or the member has completed sixty (60) credits beyond a Bachelor's Degree if the doctoral candidate has entered the program with a Master's Degree; or by a member who has completed sixty (60) credits in an accredited college or university having been awarded a Master's Degree or by a member who has earned two (2) Master's Degrees. Those members who believe they have met any of the above requirements should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee with a copy to the representatives of the Scotch Plains-Fanwood Education Association, Inc. on the Credentials Evaluation Committee. Thereafter, the Credentials Evaluation Committee shall make its recommendation to the Superintendent as to the recognition of such credits. The Superintendent shall then make the final recommendation to the Board as to the advancement on the Teachers' Salary Guide. All credits accepted by the degree-granting institutions in the program are acceptable for meeting the conditions of this level.
4. Persons planning to take courses to meet the requirements of either Paragraphs 1, 2 or 3 above should have such courses submitted to the Credentials Evaluation Committee, who will recommend to the Superintendent as to whether such courses should be approved. The Superintendent will make the final determination as to approval of such courses.

5. The right to payment at BA plus 30, Master's, Master's plus 30, Sixth Year Training level, and doctorate shall take place either on September 1 or February 1 after receipt of the degree or from the date the credits have been completed in accordance with the requirements of Paragraphs 1, 2, 3, and 4 above. The teacher shall advise the Superintendent of Schools or his/her designee as soon as necessary course credits for horizontal guide movement is achieved. The teacher must submit verification of course completion by December 1 for course(s) completed in the Spring or Summer and by May 1 for course(s) completed during the Fall semester.

- D. In-district credit shall be awarded to teachers for satisfactory completion of in-service programs, continuing education courses, and/or curriculum development that have prior approval by the Superintendent and shall be granted in accordance with the following ratio:

One (1) credit for (8-10) hours of class, in-service or curriculum development.

Two (2) credits for (16-20) hours of class, in-service or curriculum development.

Three (3) credits for (24-30) hours of class, in-service or curriculum development.

Should the number of hours of in-service programs, continuing education, and/or curriculum development be greater than the ten (10) hour or twenty (20) hour maximums in the ratios indicated, the teachers who participate will be awarded the next highest number of in-district credits. A certificate of completion will be provided to teachers who meet the requirements for in-district credits.

A maximum of twelve (12) credits earned by completion of continuing education courses, in-service programs, or in-district curriculum development may be applied toward salary advancement. These in-district credits may be applied to meet the requirement for eighteen (18) credits in the teacher's subject field and/or to meet the requirement for twelve (12) credits in other areas that will improve teacher competence under the provisions of Article B-9 of the contract.

- E.
1. In order that teachers complete 100 clock hours of State-approved continuing professional development and/or in-service every 5 years, starting January 1, 2000, one additional in-service day and the two existing in-service days for a total of three days each calendar year shall be entirely devoted to State-approved continuing professional development and/or in-service.
 2. During the term of this Agreement, if the State no longer requires continuing professional development and/or in-service of teachers, the third in-service day shall be removed from the teachers' work year, but the other two days shall remain and will be utilized for the same functions for which these days were utilized prior to June 30, 1998.

ARTICLE B-8

VOLUNTEERS AND AIDES

- A. Volunteers shall only be assigned to work with a teacher with the teacher's acceptance. Volunteers shall be accountable to and take direction from the teachers to whom they are assigned. The service of a volunteer shall be discontinued by the administrator in charge upon the written request of the teacher. Volunteers shall only perform non-instructional duties. Volunteers shall not be used to displace certified employees.
- B. Teacher aides will not be assigned to work with a teacher at the same time that a child of the teacher aide is being taught by the teacher.

ARTICLE B-9

NONTENURED TEACHERS

On or before May 15 of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either:

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

ARTICLE B-10

TEACHER EVALUATION

- A. 1. Teacher evaluation shall be based on the observation and evaluation of the total performance of the teaching staff member as an employee of the district. The personal life of a teacher shall not be the subject of evaluation.

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

APPENDIX C

ARTICLE C-1

ATHLETIC TRAINER/EQUIPMENT MANAGER

- A. All of the provisions of this Agreement shall apply except:
- Appendix A Aides;
 - Appendix D Secretaries
 - Article B-1 Salary Guide Placement Sections A. and C.;
 - Article B-4 Reduction in Force Procedure;
 - Article B-5 Voluntary and Involuntary Transfers and Reassignments;
 - Article B-7 Teacher Assignment;
 - Article B-9 Volunteers and Aides;
- B. The work year for the Athletic Trainer/Equipment Manager shall begin on the first official day of practice for the fall athletic season. The Athletic Trainer/Equipment Manager will be compensated for the additional days in August including Saturdays. The Athletic Trainer/Equipment Manager will work throughout the course of each athletic season to include pre-season practices and post season tournaments. Between the end of the last post season tournament and the first pre-season practice for the next season the Athletic Trainer/Equipment Manager shall not be required to report for duty.
- C. The work week and workday of the Athletic Trainer/Equipment Manager shall be Monday through Friday from 10:30 AM until the conclusion of the afternoon athletic practice and/or contests plus Saturdays, Sundays, holidays and evenings when there are athletic events that require the Athletic Trainer/Equipment Manager's presence to include off-site County and State tournament semi and final contests. At such times that night events occur (a night event is any contest that begins at 7:00 PM or later) the Athletic Trainer/Equipment Manager's work day shall begin at 1:00 PM. The Athletic Trainer/Equipment Manager shall be entitled to a duty free meal period that is equal in duration to the lunch period of secondary teachers. The duty free meal period shall be coordinated with the Assistant Principal for Athletics.
- D. The base salary of the Athletic Trainer/Equipment Manager shall be set forth on the teachers' salary guide and shall be set in accordance with educational degrees and years of experience. For each of the days of work during August, the Athletic Trainer/Equipment Manager shall be paid one-two hundredth (1/200) of his/her base salary.
- E. The Athletic Trainer/Equipment Manager shall not be disciplined without just cause.

- F. The Athletic Trainer/Equipment Manager shall be evaluated in accordance with the Board's evaluation procedures for teaching staff members. The Athletic Trainer/Equipment Manager shall be given a copy of all evaluation reports and statements.
- G. The Board and/or the Administration may choose to assign any or all of the duties set forth in the Athletic Trainer/Equipment Manager job description dated August 25, 2011 to other personnel. When the duties listed in the August 25, 2011, Athletic Trainer/Equipment Manager job description have been assigned to other personnel the Board and/or the Administration may return those duties to the Athletic Trainer/Equipment Manager at any time without additional compensation to the Athletic Trainer/Equipment Manager.

APPENDIX D

SPECIFIC TERMS AND CONDITIONS

SECRETARIES

ARTICLE D-1

SALARIES AND DEDUCTIONS FROM SALARIES

A. **Salaries**

- 1. The salaries of all employees covered under this Agreement are set forth in Schedule C which is attached hereto and made a part hereof.
- 2. Secretaries on a ten (10) month contract shall be paid in twenty (20) semi-monthly installments. Secretaries on either eleven (11) or twelve (12) month contracts shall be paid in twenty-four (24) semi-monthly installments. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their paychecks on the last previous working day. Secretaries shall receive their final paychecks on the last working day of their contract year.

3. **Employment Increments**

Any secretary employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Tenured secretaries who have transferred to a lower level position at the request of the Administration will retain their prior salary levels, and will receive the salary increases provided to those salary levels, but the higher salary shall not attach to that position permanently, and when that position is again vacant it will be filled and compensated at its original salary level.

4. Movement Between Levels

When a secretary is promoted to a higher level position, the placement on the guide shall be at the same experience level as held in the job the promoted secretary vacates.

5. Notification

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

B. Longevity

Upon completion of seventeen (17) years of continuous employment within the District, an employee shall receive a five hundred dollar (\$500.00) longevity increase in salary. An additional five hundred dollars (\$500.00) shall be paid upon the completion of twenty (20) and twenty-five (25) years of continuous service, respectively.

ARTICLE D-2

SECRETARIAL WORK HOURS

- A. Secretaries are expected to devote to their assignments the time required to meet their responsibilities.
- B. The workweek for secretaries shall consist of five (5) days; Monday through Friday. The workday will consist of not less than eight (8) hours which shall include a duty-free lunch hour.
- C. No secretary shall be required to report for duty earlier than 7:30 a.m. nor be required as part of the regular workday to stay later than 5:00 p.m. Time in excess of the regular workweek shall be considered overtime. Starting and ending time for each secretary shall be established by the immediate supervisor.
- D. Any secretary who is required to work beyond the eight (8) hours in any one day shall be compensated at the rate of one and a half (1-1/2) times her hourly rate. Secretaries shall have two (2) breaks each working day, one (1) in the morning and one (1) in the afternoon; neither break shall exceed fifteen (15) minutes in length. Starting and ending time of the break period shall be determined by the immediate superior.
- E. Secretaries shall perform such normal first aid as would be performed by any reasonable and prudent person under similar circumstances.

- F. When school is not in session, for students and teachers except for inclement weather days the workday for secretaries shall consist of not less than seven (7) hours which shall include a duty-free lunch hour. On those days, no secretary shall be required to report for duty earlier than 7:30 a.m. nor be required as part of the regular workday to stay later than 4:00 p.m.
- G. When single session student days are scheduled secretaries shall work a full-length day, except for the single session day preceding Thanksgiving when they may leave two (2) hours prior to their normal departure time.
- H. On delayed opening days secretaries shall not be required to report more than forty-five (45) minutes prior to students' arrival.

ARTICLE D-3

WORK YEAR AND HOLIDAYS

A. Secretarial Work Year

- 1. The work year for secretaries employed on a ten (10) month basis shall be September 1 through June 30.
- 2. The work year for eleven (11) month secretaries shall commence two (2) weeks prior to September 1, and shall terminate two (2) weeks subsequent to June 30.
- 3. The work year for secretaries employed on a twelve (12) month basis shall be July 1 through June 30.
- 4. New ten (10) month personnel may be required to attend an additional two (2) days for orientation purposes.

B. Vacations

- 1. Twelve-month secretarial personnel employed after July 1, 1982 shall earn one (1) vacation day per full month up to a maximum of ten (10) workdays during their first school year of employment in the District. Thereafter, vacation shall be earned in accordance with the following schedule. As used in this section of the contract, the term "year" means full school years of service beginning on July 1.

During the employee's

Earns vacation at this rate

1st through 5th years

10 days per year

6th through 10th years

15 days per year

11th through 20th years

20 days per year

21st or more years

25 days per year

Vacation time earned in one school year must be used in that school year and vacations shall be non-cumulative, except as set forth herein:

2. Eleven (11) month secretarial personnel shall receive 11/12ths of the paid vacation days provided in Section B.1. above in accordance with the number of years of service in the District.
3. Ten (10) month secretarial personnel shall receive 10/12ths of the paid vacation days provided in Section B.1. above in accordance with the number of years of service in the District.
4. Ten (10) and eleven (11) month secretarial personnel shall receive vacation in accordance with the schedule contained in Section 1. above and shall be permitted to take the vacation days during the year in which the days are earned.
5. New employees shall not be entitled to take vacation for the first six months of employment. At that point they shall be entitled to one day per month to a maximum of ten (10) days.
6. Vacation pay entitlement at the time of termination, after at least six (6) months of employment, will be determined as follows:

$$\text{Pay} = \frac{\text{Full months worked since July 1}}{12} \times \text{annual days} \times \text{dollars per day}$$

7. In the event a secretary is on vacation and becomes ill or suffers a death in the family, the day or days involved shall not be counted as part of vacation time. A physician's certificate must be provided to verify the illness.
8. Employees will schedule vacation days through their immediate supervisor. In the event that an employee's request for use of vacation days is denied by the supervisor, the employee shall have the right to a review of the denial by the Superintendent.
9. Effective July 1, 1993, twelve (12) month secretaries hired prior to June 30, 1993, shall be permitted to take both their accrued vacation days from 1992-93 and their earned vacation days for the then current school year as follows:
 - a. The secretary must use at least five (5) previously accrued days per school year. If less than five (5) previously accrued days plus the current year's entitlement are used in any one year the unused previously accrued days up to a maximum of five (5) and the unused current year's days will be deducted from the employee's record.

C. Holidays

1. The Board will establish and grant to all twelve (12) month employees thirteen (13) paid holidays per year. The days will be determined by the Board in accordance with the school calendar. One holiday will be a day adjacent to Christmas Day. In the event a holiday falls during an employee's vacation period, the employee shall receive an additional day of vacation.
2. Eleven (11) month secretaries shall receive all the holidays provided in Section C.1. above. In the event that an eleven (11) month secretary is asked to work at times other than those provided in Section A.2. above, the secretary shall receive a holiday in lieu of July 4th.
3. Ten (10) month secretaries shall receive all the holidays provided in Section C.1. above except July 4th.

ARTICLE D-4

SECRETARIAL EVALUATION

- A. It is agreed that a standard evaluation form shall be used by the Board in connection with the evaluation of secretaries. It is further agreed that tenured secretaries shall be evaluated a minimum of once each work year by their immediate supervisor; non-tenured secretaries shall be evaluated a minimum of twice each year by their immediate supervisor. Secretaries employed after October 1st shall be evaluated only once during that school year. Those secretaries employed after April 1st will receive no formal evaluation unless deemed necessary by the administrator in charge.

ARTICLE D-5

SENIORITY AND SECURITY

- A. School district seniority is defined as services by appointed employees in the school district in the collective bargaining unit covered by the agreement. An appointed employee shall lose all accumulated school district seniority if the employee resigns or is discharged for cause, irrespective of whenever the employee is subsequently rehired by the school district.
- B. In the event of reduction of force, tenured employees shall be laid off in the inverse order of seniority of the employee in the specific job category (e.g. 12-month secretary, executive secretary). Should a tenured employee have seniority in more than one

category, the employee retains seniority in only those categories, but it will be cumulative across all categories at the lowest level only.

1. At least 30 days notice will be provided an appointed tenured employee should a reduction in force occur.
2. Appointed tenured employees released due to a reduction in force shall be notified of all vacancies that occur within 60 days of their release. Such notification shall be made by letter addressed to the employee's last known address in the employee's personnel file. Within 5 days the employee shall notify the Board if the employee desires to return to the work involved in the notice. If the employee meets the qualifications for the position, the employee shall return to work with the accumulated seniority prior to the layoff. Wages will be determined for the specific duties at the time of reappointment.

ARTICLE D-6

INVOLUNTARY TRANSFER

In the event that the employee objects to an involuntary transfer, the employee shall be given an opportunity to meet with the Superintendent prior to the effective date of the transfer. At the employee's option, an Association representative may be present at the meeting.

ARTICLE D-7

PROFESSIONAL IMPROVEMENT

- A. The Board agrees to make available the sum of \$5,000 annually for the reimbursement of secretaries' cost of tuition for college or non-college courses related to his/her work assignment.
 1. Secretarial/clerical employees shall apply for reimbursement under the following procedure:
 - a. Prior to beginning the course, the employee shall seek approval from the Superintendent and/or designee in writing. The application for approval shall include the title of the course, the nature of the course, the number of credits, if the course is part of a matriculated program, the institution where the course will be taken and the relevance of the course to his/her position as a secretarial/clerical employee.
 - b. Upon completion of the course, the employee shall present to the office of the Superintendent evidence of the tuition cost incurred and evidence of the grade received.

2. The Board shall reimburse an employee for credits earned or courses satisfactorily completed to the maximum of \$400 per contract year. It is understood that the employee must be full-time to be eligible for tuition reimbursement.
 3. The Superintendent's decision is not grievable.
- B. Secretarial/clerical employees may apply to the Superintendent for permission to attend workshops or conferences which relate to his/her work assignment and which may or may not be scheduled during his/her work time. If the Superintendent approves the application, the employee shall be reimbursed for the costs incurred for his/her attendance at such workshops or conferences. The Superintendent's decision is not grievable.

ARTICLE D-8

MISCELLANEOUS

A. Extended Leaves of Absence

A leave of absence without pay of up to two (2) years shall be granted to any secretary, who has acquired tenure, who joins the Peace Corps or VISTA. Upon return from such leave of absence, the secretary shall assume the position on the guide which would have been held had the secretary continued in service.

- B. The Board shall provide each secretary a lockable place at the secretary's work place which can be used to secure personal property.

APPENDIX E

MIDDLE SCHOOL SCHEDULE SIDE BAR AGREEMENT

JUNE 20, 2011

The Scotch Plains-Fanwood Board of Education and the Scotch Plains-Fanwood Education Association agree to modify the 2009-2012 collective bargaining agreement as shown below.

Effective September 1, 2011, Article B-6, Teacher Assignment, Section B, Middle Schools shall be superseded by deleting sub-sections 1 and 2 and re-numbering and re-writing sub-section 3 as follows:

- 1.a. The daily schedule in grades 6, 7 and 8 shall consist of eight (8) periods in addition to a separate lunch period that is not included in the eight (8) periods within the seven (7) hour teacher in-school work day starting at 7:55 AM.

- b. The daily schedule for full time teachers will include five (5) teaching periods and one (1) preparation period. The remaining two (2) periods may include a combination of team planning, activity advisory, and duty assignments. Teachers who are assigned to a 6th or 7th grade academic team shall be assigned to a team planning period per day in lieu of the duty period, and this shall include special education teachers who are assigned to a 6th or 7th grade academic team, except for one day per week. On that one day per week, 6th and 7th grade academic team teachers will have a duty period in place of their planning period and 8th grade teachers will have a planning period in place of their duty period. Eighth grade teachers who are assigned to team teach with another teacher shall be scheduled a common non-teaching period per week with the other team teacher. The duty assignments will be limited to one (1) per day per teacher except when a teacher is not assigned to either a team planning or activity advisory period. When a teacher is not assigned to either a team planning or activity advisory period, the teacher may be assigned to a second duty assignment. The second duty assignment shall not include a second lunch duty unless the teacher volunteers for a second lunch duty.

- c. No additional lesson plans will need to be submitted for the activity advisory period other than generalized statements of what is occurring for the week.

- d. There shall be no formal evaluation of a teacher during the activity advisory period.

**SCOTCH PLAINS-FANWOOD AIDES
SCHEDULE A**

Step	2009-10 Salary Guide		Step	2010-11 Salary Guide		Step	2011-12 Salary Guide	
	Lunch Aide	Class Aide		Lunch Aide	Class Aide		Lunch Aide	Class Aide
1	11.02	11.33	1	11.07	11.38	1	11.10	11.41
2	11.27	11.58	2	11.32	11.63	2	11.35	11.66
3	11.52	11.83	3	11.57	11.88	3	11.60	11.91
4	11.77	12.08	4	11.82	12.13	4	11.85	12.16
5	12.22	12.71	5	12.27	12.76	5	12.30	12.79
6	12.93	13.36	6	12.98	13.41	6	13.01	13.44
7	13.55	14.06	7	13.60	14.11	7	13.71	14.22
O	13.77	14.29	P	13.69	14.20	P	13.80	14.32
N	13.96	14.50	O	13.91	14.43	O	14.02	14.55
M	14.50	15.12	N	14.10	14.65	N	14.22	14.77
L	15.23	15.95	M	14.65	15.27	M	14.77	15.40
K	15.82	16.81	L	15.38	16.11	L	15.51	16.25
J	16.40	17.57	K	15.98	16.98	K	16.11	17.12
I	17.12	18.34	J	16.57	17.75	J	16.71	17.90
H	17.71	19.02	I	17.29	18.52	I	17.43	18.68
G	18.30	19.67	H	17.88	19.21	H	18.04	19.38
F	18.82	20.27	G	18.48	19.86	G	18.64	20.03
E	19.33	20.83	F	19.01	20.47	F	19.17	20.64
D	19.85	21.33	E	19.52	21.04	E	19.69	21.22
C	20.32	21.83	D	20.05	21.54	D	20.22	21.72
B	20.81	22.37	C	20.52	22.05	C	20.70	22.23
A	21.31	22.91	B	21.02	22.59	B	21.19	22.78
			A	21.52	23.14	A	21.70	23.33

The annual salary for an aide is to be determined at the time of employment by multiplying the hourly rate times the hours worked per day times 180 days for a full school year or by the number of days remaining in the school year for aides hired after the start of the school year.

SCHEDULE B

TEACHER SALARY GUIDE 2009-10

Step	BA	BA+30	MA	MA+30	6th Yr.	Ph.D
0	51,708	54,607	56,317	59,561	61,176	63,531
1	52,008	54,907	56,617	59,861	61,476	63,831
2	52,300	55,434	57,163	60,408	62,025	64,387
3	52,606	55,978	57,711	60,961	62,578	64,941
4	52,918	56,533	58,269	61,517	63,132	65,495
5	53,478	57,192	58,833	62,080	63,696	66,060
6	54,051	57,667	59,408	62,656	64,272	66,640
7	54,629	58,247	59,989	63,244	64,856	67,225
8	55,221	58,842	60,585	63,835	65,450	67,818
9	55,827	59,445	61,188	64,439	66,055	68,424
10	56,434	60,057	61,793	65,045	66,661	69,031
11	57,045	60,672	62,509	65,653	67,270	69,647
12	57,708	61,315	63,053	66,298	67,927	70,304
13	58,874	62,521	64,276	67,555	69,196	71,597
14	60,321	64,568	66,750	70,686	72,624	75,602
15	60,600	65,255	67,666	71,904	74,000	77,177
O	61,476	66,224	68,683	73,006	75,144	78,384
N	61,940	66,840	69,378	73,839	76,045	79,390
M	62,240	67,183	69,796	74,392	76,663	79,701
L	62,738	67,937	70,630	75,363	77,703	81,251
K	64,620	69,975	72,749	77,624	80,055	83,689
J	66,550	72,064	74,922	79,939	82,422	86,187
I	68,439	74,111	77,048	82,211	84,763	88,634
H	70,319	76,147	79,163	84,467	87,092	91,066
G	72,356	78,351	81,458	86,914	89,614	93,705
F	74,089	80,230	83,411	89,000	91,761	95,950
E	75,829	82,114	85,368	91,085	93,915	98,206
D	77,650	84,081	87,414	93,270	96,166	100,558
C	79,433	86,015	89,426	95,415	98,379	102,872
B	81,420	88,165	91,661	97,800	100,838	105,444
A	83,376	90,279	93,860	100,147	103,257	107,745
	-	-	-	-	-	-
20L	85,111	92,167	95,790	102,203	105,395	111,008
25L	88,122	95,419	99,234	105,814	109,116	114,095

SCHEDULE B

TEACHER SALARY GUIDE 2010-11

Step	BA	BA+30	MA	MA+30	6th Yr.	Ph.D
0	52,361	55,260	56,970	60,214	61,829	64,184
1	52,661	55,560	57,270	60,514	62,129	64,484
2	52,953	56,087	57,816	61,061	62,678	65,040
3	53,259	56,631	58,364	61,614	63,231	65,594
4	53,571	57,186	58,922	62,170	63,785	66,148
5	54,131	57,845	59,486	62,733	64,349	66,713
6	54,704	58,320	60,061	63,309	64,925	67,293
7	55,282	58,900	60,642	63,897	65,509	67,878
8	55,874	59,495	61,238	64,488	66,103	68,471
9	56,480	60,098	61,841	65,092	66,708	69,077
10	57,087	60,710	62,446	65,698	67,314	69,684
11	57,698	61,325	63,162	66,306	67,923	70,300
12	58,361	61,968	63,706	66,951	68,580	70,957
13	59,527	63,174	64,929	68,208	69,849	72,250
14	60,974	65,221	67,403	71,339	73,277	76,255
15	61,253	65,908	68,319	72,557	74,653	77,830
P	61,888	66,603	69,046	73,339	75,462	78,680
O	62,775	67,585	70,076	74,455	76,620	79,903
N	63,245	68,209	70,779	75,299	77,534	80,922
M	63,549	68,556	71,203	75,859	78,160	81,237
L	64,054	69,320	72,048	76,842	79,213	82,807
K	65,460	70,885	73,695	78,633	81,095	84,777
J	67,415	73,001	75,896	80,979	83,494	87,307
I	69,329	75,075	78,049	83,280	85,865	89,786
H	71,233	77,137	80,192	85,565	88,224	92,249
G	73,296	79,370	82,517	88,044	90,779	94,924
F	75,052	81,273	84,495	90,157	92,954	97,198
E	76,815	83,182	86,478	92,269	95,136	99,482
D	78,659	85,174	88,550	94,482	97,416	101,865
C	80,465	87,133	90,589	96,655	99,658	104,209
B	82,479	89,311	92,853	99,071	102,149	106,814
A	84,460	91,453	95,081	101,449	104,599	109,145
	-	-	-	-	-	-
20L	86,217	93,365	97,036	103,532	106,765	112,451
25L	89,267	96,659	100,524	107,189	110,534	115,578

SCHEDULE B

TEACHER SALARY GUIDE 2011-12

Step	BA	BA+30	MA	MA+30	6th Yr.	Ph.D
0	52,811	55,710	57,420	60,664	62,279	64,634
1	53,111	56,010	57,720	60,964	62,579	64,934
2	53,403	56,537	58,266	61,511	63,128	65,490
3	53,709	57,081	58,814	62,064	63,681	66,044
4	54,021	57,636	59,372	62,620	64,235	66,598
5	54,581	58,295	59,936	63,183	64,799	67,163
6	55,154	58,770	60,511	63,759	65,375	67,743
7	55,732	59,350	61,092	64,347	65,959	68,328
8	56,324	59,945	61,688	64,938	66,553	68,921
9	56,930	60,548	62,291	65,542	67,158	69,527
10	57,537	61,160	62,896	66,148	67,764	70,134
11	58,148	61,775	63,612	66,756	68,373	70,750
12	58,811	62,418	64,156	67,401	69,030	71,407
13	59,977	63,624	65,379	68,658	70,299	72,700
14	61,424	65,671	67,853	71,789	73,727	76,705
15	62,366	67,067	69,502	73,783	75,900	79,108
P	63,007	67,769	70,236	74,572	76,717	79,967
O	63,903	68,760	71,277	75,699	77,887	81,202
N	64,377	69,391	71,987	76,552	78,809	82,231
M	64,684	69,741	72,415	77,118	79,442	82,549
L	65,194	70,513	73,269	78,111	80,505	84,135
K	66,115	71,594	74,432	79,419	81,906	85,625
J	68,089	73,731	76,655	81,788	84,329	88,180
I	70,022	75,825	78,830	84,113	86,724	90,684
H	71,945	77,908	80,994	86,421	89,106	93,172
G	74,029	80,164	83,342	88,925	91,687	95,873
F	75,802	82,086	85,340	91,059	93,884	98,170
E	77,583	84,013	87,342	93,192	96,088	100,477
D	79,446	86,025	89,436	95,427	98,390	102,884
C	81,270	88,004	91,495	97,622	100,655	105,252
B	83,304	90,204	93,781	100,062	103,171	107,882
A	85,304	92,367	96,031	102,463	105,645	110,237
20L	87,079	94,299	98,006	104,567	107,832	113,575
25L	90,160	97,626	101,529	108,261	111,639	116,734

**Schedule C: Scotch Plains-Fanwood Secretaries & Clerks
2009-10**

Step	Clk/Typ 10	Sec/OA 10	Sec/OA 11	Sec/OA 12	EL/Exec 11	Bkr/Ex 12	Payroll Spec
1	23,236	25,537	28,251	31,973	34,119	37,718	43,862
2	23,736	26,037	28,745	32,464	34,619	38,215	44,357
3	24,236	26,537	29,241	32,956	35,119	38,712	44,852
4	24,736	27,037	29,736	33,448	35,619	39,209	45,347
5	25,566	27,952	30,739	34,580	36,842	40,556	46,666
6	26,427	28,900	31,777	35,750	38,110	41,952	47,890
7	27,322	29,880	32,855	36,966	39,424	43,401	49,517
8	28,243	30,898	33,972	38,222	40,788	44,897	51,008
9	29,206	32,057	35,246	39,520	42,220	46,475	52,580
10	30,200	33,263	36,566	40,874	43,703	48,113	
O	30,862	33,987	37,368	41,763	44,485	48,974	
N	31,296	34,529	37,890	42,429	45,551	50,146	
M	32,294	35,133	38,597	43,145	46,454	51,138	
L	32,593	36,010	39,873	43,931	47,635	52,443	
K	33,460	37,440	41,075	45,522	49,382	54,364	
J	34,029	38,204	41,906	46,287	50,239	55,305	
I	34,597	38,979	42,753	47,066	51,107	56,259	
H	35,182	39,774	43,618	47,854	51,990	57,233	
G	35,801	40,582	44,500	48,660	52,891	58,226	
F	36,297	41,172	45,149	49,370	53,661	59,071	
E	37,326	42,344	46,429	50,771	55,184	60,751	
D	38,257	43,400	47,591	52,041	56,563	62,266	
C	39,140	44,398	48,689	53,235	57,865	63,698	
B	40,119	45,511	49,859	54,514	59,253	65,228	
A	41,081	46,602	51,013	55,792	60,419	66,510	
L1	500	L2	1,000	L3	1,500		

**Schedule C: Scotch Plains-Fanwood Secretaries & Clerks
2010-11**

Step	Clk/Typ 10	Sec/OA 10	Sec/OA 11	Sec/OA 12	EL/Exec 11	Bkr/Ex 12	Payroll Spec
1	23,616	25,917	28,713	32,449	34,499	38,138	44242
2	24,116	26,417	29,206	32,938	34,999	38,635	44737
3	24,616	26,917	29,699	33,428	35,499	39,131	45232
4	25,116	27,417	30,193	33,918	35,999	39,628	45727
5	25,946	28,332	31,196	35,050	37,222	40,975	47046
6	26,807	29,280	32,234	36,221	38,490	42,371	48270
7	27,702	30,260	33,312	37,436	39,804	43,819	49897
8	28,623	31,278	34,429	38,693	41,168	45,316	51381
9	29,586	32,437	35,705	39,988	42,600	46,894	52960
10	30,580	33,643	37,026	41,341	44,083	48,531	
P	31,002	34,096	37,537	41,897	44,640	49,144	
O	31,671	34,827	38,347	42,795	45,430	50,014	
N	32,109	35,374	38,874	43,468	46,507	51,198	
M	33,117	35,984	39,580	44,190	47,419	52,200	
L	33,419	36,870	40,883	44,981	48,611	53,518	
K	33,795	37,815	41,486	45,977	49,876	54,908	
J	34,370	38,586	42,325	46,749	50,741	55,858	
I	34,943	39,369	43,181	47,537	51,618	56,822	
H	35,534	40,172	44,054	48,333	52,510	57,806	
G	36,159	40,988	44,945	49,147	53,420	58,808	
F	36,660	41,584	45,601	49,864	54,198	59,662	
E	37,699	42,768	46,894	51,278	55,736	61,359	
D	38,640	43,834	48,067	52,562	57,129	62,889	
C	39,532	44,842	49,176	53,767	58,443	64,335	
B	40,520	45,966	50,357	55,059	59,845	65,880	
A	41,491	47,068	51,523	56,350	61,023	67,175	
L1	500	L2	1,000	L3	1,500		

**Schedule C: Scotch Plains-Fanwood Secretaries & Clerks
2011-12**

Step	Clk/Typ 10	Sec/OA 10	Sec/OA 11	Sec/OA 12	EL/Exec 11	Bkr/Ex 12	Payroll Spec
1	23,896	26,197	29,054	32,800	34,779	38,448	44,522
2	24,396	26,697	29,545	33,287	35,279	38,944	45,017
3	24,896	27,197	30,037	33,776	35,779	39,440	45,512
4	25,396	27,697	30,530	34,264	36,279	39,936	46,007
5	26,226	28,612	31,533	35,396	37,502	41,283	47,326
6	27,087	29,560	32,571	36,567	38,770	42,679	48,550
7	27,982	30,540	33,649	37,782	40,084	44,127	50,177
8	28,903	31,558	34,766	39,039	41,448	45,624	51,668
9	29,866	32,717	36,042	40,334	42,880	47,202	53,240
10	31,386	34,479	38,002	42,368	45,024	49,567	
P	31,812	34,937	38,518	42,930	45,586	50,186	
O	32,488	35,675	39,336	43,837	46,385	51,065	
N	32,930	36,228	39,868	44,517	47,472	52,261	
M	33,600	36,844	40,574	45,246	48,393	53,273	
L	33,753	37,239	41,292	45,431	49,097	54,053	
K	34,133	38,193	41,901	46,437	50,375	55,457	
J	34,713	38,972	42,748	47,217	51,249	56,417	
I	35,293	39,763	43,613	48,012	52,134	57,390	
H	35,889	40,573	44,495	48,816	53,035	58,384	
G	36,521	41,397	45,394	49,638	53,954	59,396	
F	37,026	42,000	46,057	50,362	54,740	60,259	
E	38,076	43,195	47,363	51,791	56,293	61,972	
D	39,026	44,272	48,548	53,087	57,700	63,517	
C	39,927	45,290	49,667	54,305	59,028	64,978	
B	40,925	46,426	50,861	55,610	60,444	66,539	
A	41,906	47,538	52,039	56,913	61,633	67,847	
L1	500	L2	1,000	L3	1,500		

Schedule D: Scotch Plains-Fanwood Co-Curricular Advisors Salary Guide 2009-2012

HIGH SCHOOL

A.F.S.	2865
All School Production	3773
Asian Student Association	2611
Assembly Director	3772
Band Front Squad Advisors (3)	4643
Black Student Union	2611
Chemistry/Physics Club	2611
Coordinator Student Activities	4064
Culmen	3483
Culmen Business	2903
Culmen Literary	2903
D.E.C.A.	4064
Dramatics	4643
Earth Club	2903
Fancotian	4934
FBLA	4064
French Club	1959
French National Honor Society	653
Gay/Straight Alliance	2611
German Club	1959
German National Honor Society	653
Human Relations Council	4643
Intramurals Assistants (2)	2903
Intramurals Leader	3483
Italian Club	1959
Italian National Honor Society	653
Jazz/Moonglowers (2)	3483
Junior Statesmen	4654
Las Cantadores	2611
Marching Band Assistants (3)	5515
Math League	2611
Model UN	2611
Muse	2903
N.J. Science League Competition	2611
National Honor Society	2903
Percussions	3484
Physical Conditioning/Weight Training (per season)	3994
Quiz Bowl	4064
Repertory Theater	3483
S.M.A.C.	2611
SADD	4064

HIGH SCHOOL

Safe Rides Advisor	2611
Science Club	2611
Select Choir	2611
Senior Class Advisor	4064
Show Choir	3773
Spanish Club	1959
Spanish National Honor Society	653
Stage Crew	3483
Student Government	5515
Student Leadership Conference	4064
Students Concerned for the Needy	2611

MIDDLE SCHOOL

Multi-Cultural Club (2)	2611
Student Council (2)	4064
Dramatics	4064
Pep Squad	2611
Arts & Props	2903
Environmental Club (2)	2611
Computer Club	2611
Year Book (2)	3483
Newspaper (2)	2611
Jazz Band (2)	2611
Photography (2)	2611
Intramurals Fall & Spring (2)	3483
Advisor Homework Grades 5 & 6, 7 & 8 (2)	2611
Activities Advisors	2611
P.A.L.S.	2611
Select Choir	2611

ELEMENTARY

Activity Advisors (8)	2611
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Schedule E: Scotch Plains-Fanwood Coaches Salary Guide 2009-2012

<u>High School</u>	1	2	3	4	5
Football	\$9,120	\$9,529	\$9,938	\$10,362	\$10,803
Assistants	\$6,953	\$7,364	\$7,773	\$8,103	\$8,447
Grade 9	\$5,824	\$6,236	\$6,645	\$6,927	\$7,222
Soccer	\$6,866	\$7,277	\$7,686	\$8,013	\$8,353
Assistants	\$5,477	\$5,904	\$6,297	\$6,565	\$6,844
Grade 9	\$4,872	\$5,283	\$5,690	\$5,933	\$6,185
Field Hockey	\$6,866	\$7,277	\$7,686	\$8,013	\$8,353
and Ice Hockey					
Assistants	\$5,477	\$5,888	\$6,297	\$6,565	\$6,844
Grade 9	\$4,872	\$5,283	\$5,690	\$5,933	\$6,185
Tennis	\$5,563	\$5,974	\$6,384	\$6,655	\$6,939
Gymnastics	\$6,779	\$7,188	\$7,598	\$7,921	\$8,258
Assistants	\$5,131	\$5,539	\$5,951	\$6,206	\$6,468
Cross Country	\$5,394	\$5,803	\$6,214	\$6,476	\$6,752
Grade 9	\$4,090	\$4,498	\$4,909	\$5,118	\$5,336
Basketball	\$7,733	\$8,144	\$8,553	\$8,915	\$9,294
Assistants	\$5,996	\$6,405	\$6,816	\$7,106	\$7,407
Grade 9	\$5,131	\$5,539	\$5,951	\$6,206	\$6,468
Trainer	\$6,953	\$7,364	\$7,773	\$8,103	\$8,447
Modern dance	\$5,131	\$5,539	\$5,951	\$6,206	\$6,468
Wrestling	\$7,644	\$8,055	\$8,464	\$8,824	\$9,199
Assistants	\$6,344	\$6,753	\$7,164	\$7,469	\$7,786
Grade 9	\$5,131	\$5,539	\$5,951	\$6,206	\$6,468
Winter Track	\$6,085	\$6,494	\$6,905	\$7,198	\$7,504
Bowling	\$4,957	\$5,368	\$5,777	\$6,183	\$6,278
Baseball	\$7,644	\$8,055	\$8,464	\$8,824	\$9,199
Assistants	\$5,996	\$6,405	\$6,816	\$7,106	\$7,407
Grade 9	\$5,131	\$5,539	\$5,951	\$6,206	\$6,468
Softball	\$7,644	\$8,055	\$8,464	\$8,824	\$9,199
Assistants	\$5,996	\$6,405	\$6,816	\$7,106	\$7,407
Grade 9	\$5,131	\$5,539	\$5,951	\$6,206	\$6,468
Golf	\$5,563	\$5,974	\$6,384	\$6,655	\$6,939
Track	\$6,953	\$7,364	\$7,773	\$8,103	\$8,447
Assistants	\$6,085	\$6,494	\$6,905	\$7,198	\$7,504
Grade 9	\$5,043	\$5,452	\$5,864	\$6,112	\$6,373
Volleyball	\$6,866	\$7,277	\$7,686	\$8,013	\$8,353
Assistants	\$5,650	\$6,061	\$6,468	\$6,744	\$7,031
Grade 9	\$5,043	\$5,452	\$5,864	\$6,112	\$6,373
Swimming	\$7,040	\$7,448	\$7,859	\$8,194	\$8,542
Assistants	\$5,824	\$6,236	\$6,645	\$6,927	\$7,222
Cheerleaders	\$5,131	\$5,539	\$5,951	\$6,206	\$6,469
Junior Varsity	\$3,664	\$3,956	\$4,251	\$4,432	\$4,620
Grade 9	\$3,664	\$3,956	\$4,251	\$4,432	\$4,620

<u>Middle Schools</u>	1	2	3	4	5
Football	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Soccer	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Field Hockey	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Cross Country	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Volleyball	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Basketball	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Wrestling	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Baseball	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Softball	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993
Track	\$4,695	\$5,105	\$5,515	\$5,748	\$5,993