

CONTRACT BETWEEN
THE COLTS NECK TOWNSHIP BOARD OF EDUCATION
AND
THE COLTS NECK TOWNSHIP EDUCATION ASSOCIATION
July 1, 2008 through June 30, 2011

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PREAMBLE

THIS AGREEMENT entered into as of July 1, 2008, by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter called the "Board" and the Colts Neck Township Education Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association (hereinafter also referred to as CNTEA) as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as both full-time and part-time employed, salaried and certificated personnel with appropriate state certification, including interim teachers.

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee," "member," or "teacher" when used herein shall refer to a member or members of the bargaining unit as defined above.

C. Anytime the words bargaining unit are used they shall mean the Colts Neck Township Education Association.

ARTICLE II
NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of members' employment. Such negotiations shall begin prior to the expiration of the current contract in compliance with Public Employees Relations Commission (hereinafter referred to as PERC) regulations.

Any contract so negotiated shall apply to all members, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. Modification

This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by a member or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of a member or a group of members.
2. An "aggrieved party" is the person, persons, or the Association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days, excluding scheduled school breaks, of the knowledge of its occurrence. Failure to adhere to the thirty (30) calendar day's time line, excluding scheduled school breaks, shall result in the grievance being waived. If a grievable situation occurs during the time school is not in session during the summer, the time period shall commence with the first day that school reconvenes in September.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.
5. Failure at any level of this procedure to communicate the decision on a grievance

within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. 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, however, may be extended by written mutual agreement.
8. In the event a grievance is filed at such time it can not be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party to the grievance, the time limits set forth herein may with mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
9. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. A party with a grievance shall first discuss it with the member's immediate supervisor except when covered by paragraph C.3. below, either directly or through the Association, with the objective of resolving the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, excluding scheduled school breaks, the member shall set forth the grievance, in writing, to the principal or immediate supervisor specifying:
 - a. the nature of the grievance
 - b. the nature and extent of the injury, loss, or inconvenience
 - c. the interpretation of previous discussions
 - d. the dissatisfactions with decisions previously rendered
 - e. the specific remedy sought, where feasible

The formal grievance procedure shall begin with this notice.

The Principal shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days, excluding scheduled school breaks, of receipt of the

written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his/her Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the Superintendent. The Superintendent's decision will be rendered in writing to the grievant and his/her Principal or immediate supervisor within ten (10) calendar days, excluding scheduled school breaks, following his/her receipt of the written grievance.
4. The aggrieved party, no later than ten (10) calendar days, excluding scheduled school breaks, after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal as specified above and the member's dissatisfaction with decisions previously rendered. The Superintendent will forward one (1) copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days, excluding scheduled school breaks. The Superintendent shall communicate the decision in writing to the aggrieved party, the Principal, and the President of the Association.
5. If the grievance is not resolved to the aggrieved party's satisfaction, the member may request, no later than ten (10) calendar days, excluding scheduled school breaks, after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach papers only related to the grievance and forward the request to the Board within ten (10) calendar days, excluding scheduled school breaks, of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days, excluding scheduled school breaks, of receipt of the grievance by the Board.
6. If the aggrieved party is dissatisfied with the decision of the Board, the member may request in writing within ten (10) calendar days, excluding scheduled school breaks, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten (10) calendar days, excluding scheduled school breaks, after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen (15) calendar days, excluding scheduled school breaks, after receipt of the aggrieved party's request.

The following grievances shall not be deemed arbitratable:

- a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education;
- b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone;
- c. a complaint of a non-tenured member which arises by reason of his/her not being re-employed.
- d. a complaint by any member occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required.

D. Arbitration Procedure

The following procedure shall be used to secure the services of an arbitrator:

1. A request by either party to the grievance may be made to the Public Employment Relations Commission (PERC) and the parties agree to be bound by the rules of PERC.
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.
3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.
 - a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.
 - b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance shall bear the total costs incurred by them.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties to the grievance and such costs shall be shared equally.
3. If time is lost by a member who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board shall pay only the cost of the substitute. The time lost by the member must be charged to

available personal leave or Association business days.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
 2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
 3. To maintain efficiency of the school district operations entrusted to them;
 4. To determine the methods, means and personnel by which such operations are to be conducted; and
 5. To take actions that are necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the powers, rights, authority, duties and responsibilities of 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 hereof in conformance with the constitution and laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A, School Laws of New Jersey or any other laws or regulations as they pertain to education.
- D. Any dialogue between employer and employee is to be conducted in a professional manner.

ARTICLE V
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building principal is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use, in accordance with school policy, school facilities and equipment, including typewriters, copy machines, voice mail, e-mail, computers, school technology, bulletin boards in non-student areas, any other duplicating equipment, calculating machines, and all types of multi-media equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use. This privilege is extended solely for the purpose of conducting Association business. Teachers may post approved material in student and public areas.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes, e-mail, voice mail, and phones as it deems necessary and without the approval of building principals or other administrative approval.

D. Association Business Days

Up to an aggregate of five (5) Association business days shall be allowed for members of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1st through June 30th, upon prior notification to the building principal of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his/her designated representative. The Board or its representative shall not deny such leave when requested under this section.

E. New Teacher Orientation

A minimum of forty five (45) minutes shall be dedicated to CNTEA during new teacher orientation.

ARTICLE VI
TEACHER RIGHTS AND RESPONSIBILITIES

- A. As professionals, members are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in and out" by hours and minutes. Every member shall indicate his/her presence for duty and departure from duty, by initialing the appropriate column of the faculty "sign-in" roster at the time of his/her arrival and at the time of his/her departure.
- B. Every member shall have a scheduled duty free lunch period of not less than forty (40) consecutive minutes. In addition, the Board shall, within the hours during which the students are scheduled in school, provide members with a daily preparation time. This time shall not be less than twenty (20) consecutive minutes in any day, with a minimum of fifteen (15) consecutive minutes guaranteed on shortened session days, and not less than two hundred (200) minutes within any five (5) day cycle. Members shall not be assigned any other duties during this time, except during an emergency. Members will be assigned by the administration as required to implement this provision.
- C. The length of the school day shall consist of seven (7) hours and ten (10) minutes daily (including lunch period). At the Middle School, teachers are required to be in school eighteen (18) minutes before the students and may leave twenty (20) minutes after the students, which times are included in the seven (7) hour and ten (10) minute work day. Building administration shall notify members at orientation of the sign in and sign out times. On days preceding holidays or vacations (i.e., Winter Recess, Thanksgiving, or major recesses, etc.), the member's day shall be coterminous with the student's day. If, for some reason a member needs to leave earlier than the normal end of the work day, such a request shall be cleared through the building principal's office.
- D. Members may be required to remain after the end of the regular work day for the purpose of attending school faculty meetings. The building administration shall limit, except in cases of emergency, the number of faculty meetings to no more than one (1) per month and shall not exceed more than sixty (60) minutes beyond the student school day. The building administration, in consultation with the staff, will designate the day of the week for the meeting. Meetings which take place after the regular in-school times and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by either the building administration or Superintendent.
- E. At the Conover Road Primary School, the building administration may schedule once a week grade level articulation meetings at his/her discretion, prior to the instructional day, within the teacher work day. Such meetings will be prescheduled and mutually agreed to by the building administration and grade level teachers. On those days the grade level meeting is held, teachers will have a forty (40) minute preparation period.

- F. Primary School members shall have at least three (3) common planning periods each week for team articulation.
- G. Elementary School members shall have a daily common planning period for team articulation.
- H. Middle School members shall have daily:
1. Forty two (42) continuous minutes duty free preparation time
 2. Forty two (42) continuous minutes duty free grade level team articulation and planning
 3. Not less than forty (40) continuous minutes of a duty free lunch
 4. An increase in instructional time to 240 minutes daily at the Middle School.
- I. Criticism of a member or their instructional methodology by a supervisor, administrator, or Board member shall be made in confidence and not in public forum.
- Criticism by a member of the administration or the Board shall be made in confidence and not in public forum.
- J. No member shall be dismissed or reduced in compensation if he/she is under tenure of office, position or employment during good behavior and efficiency in the school system, except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to law after written charges of the cause or complaint shall have been preferred against such person, signed by the person making the same provided that nothing in this Article shall prevent the reduction of the number of persons holding such offices, positions, or employment under the conditions provided by New Jersey's law.
- K. No member shall be reprimanded or disciplined without just cause.
- L. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual member job performance, prior tenured members who are certified for a position, when that type of position becomes available, shall be specifically notified in accordance with law. The member shall notify the administration of their interest in the position within one (1) week from the date of notification.
- M. The Board will continue to accept into the school system tuition free only those members' children who were enrolled for the 2007-2008 school year in grades kindergarten through eighth grade.
- N. A notice of vacancy in all district positions shall be sent to each school for posting and the Board encourages in-district members to apply. Those members who desire to apply for such vacancies must be properly certified and must submit in writing to the Superintendent a letter of interest, resume, and a copy of the appropriate New Jersey certificate within the time limits specified in the notice. When a vacancy described in the notice is filled, the Superintendent may destroy all information submitted for the said

position in accordance with the appropriate statutes.

- O. All stipend and hourly positions will be posted prior to the start of each position. Members shall not be coerced into volunteering for curriculum revision/writing, home instruction, extended year program/summer programs, and/or for extra-curricular and group activities listed or not listed in the contract. Based on administrative law decisions and in the absence of qualified external candidates, the Board has the right to assign internal members to extra-curricular positions.
- P. No member shall be required to supervise more than one (1) class with the exception of emergencies. In the event of such emergencies, administration shall rotate coverage. All attempts shall be made to secure substitute coverage.
- Q. Whenever any member is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said member shall be given two (2) days prior written notice of the meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The two (2) day notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).
- R. Members have the right to review their personnel file upon request. An appointment should be made in advance to arrange a time for this review.
- S. Members hired at an hourly rate that are required to travel between work sites shall be compensated at the regular rate of pay for the time involved. Mileage shall be computed at the current IRS allowable rate.
- T. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions which a member is required or requested to take by the administration.
- U. Members who purchase items for school use, or pay for attendance at any conference, seminar, etc., which was previously approved by their immediate supervisor and the Superintendent, shall be compensated within thirty (30) calendar days.
- V. Definitions:
 - 1. Duty-Free Lunch Period shall be time set aside for member lunch. No duties or other responsibilities may be assigned at this time except in an emergency.
 - 2. Emergency shall be a circumstance, sudden, unexpected or unforeseen, that is beyond the control of the administration or others.

3. Preparation (Prep) Time shall be time within the student day set aside for planning and preparations for individual members for their individual classes. Members shall not be required to attend meetings or cover classes during this time period.
- W. Child Study Team members shall work a minimum of one hundred and seventy four (174) days during the ten (10) month school year. The remaining ten (10) days shall be flex days and can be worked throughout the twelve (12) months with the prior approval of the Director of Special Services, for a total of one hundred and eighty four (184) days.
- X. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the bargaining unit and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any employee by reason of his/her membership in the bargaining unit and its affiliates or his/her participation in any lawful activities of the bargaining unit and its affiliates.
- Y. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, other characteristics protected by law or Union activity. Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- Z. 1. Members shall receive a copy of any and all disciplinary material placed in their personnel file. Members shall be entitled to attach a response to reprimands, complaints, or any other material to be placed in their personnel file. Members must be informed when formal documentation is filed.
2. With prior appointment, members shall have the right to review the contents of their personnel file. Upon request, members shall be entitled to a copy of any material contained in their personnel file.
- AA. Members shall recognize and honor the Board's obligation to protect confidentiality of student and employee information and shall not disclose such information to other persons except as necessary to the performance of their duties.

ARTICLE VII
SCHOOL CALENDAR/TEACHER WORK YEAR

- A. The school calendar for first year teachers in the Colts Neck Township School District will consist of one hundred and eighty seven (187) days: one hundred and eighty one (181) instructional days, one (1) Orientation Day, two (2) In-service/Staff Development Days, and three (3) new teacher staff development days which will be scheduled during the two (2) weeks prior to the opening of school.

The school calendar for second, third, and tenured members will consist of one hundred and eighty four (184) teacher days: one hundred and eighty one (181) instructional days, one (1) Orientation Day, and two (2) In-service/Staff Development Days.

The final determination of the precise school calendar will be the responsibility of the Board. The Superintendent will meet with the Executive Board of the Association or a representative designated by the CNTEA in order to receive information of concern to the membership prior to reaching the final determination.

- B. Two (2) evening conferences/events may be scheduled annually with a two hour and fifteen minute (2:15 hour) maximum for each evening of conferences/events. The day on which evening conferences are held shall be a regular school day for all members. The Friday or the last day of the school week immediately following the evening conference will be a shortened session day with members leaving at student dismissal time.

ARTICLE VIII **FAIR DISMISSAL PROCEDURE**

On or before May 15th of each year, the Board shall give to each non-tenured member continuously employed since the preceding September 1st either:

- A. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law, or
- B. A verbal notification by the Superintendent or, in their absence, by Board designee, ten (10) calendar days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the member to exercise one of the following options:
 - 1. To receive written notice from the Board that such employment shall not be offered, or
 - 2. To submit a letter of resignation, or
 - 3. A non-tenured member who has been given notice of non-renewal of their contract may, if they so request, be given reasons and an opportunity to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured member which arises by reason of their not being re-employed is not subject to the grievance procedure.

ARTICLE IX **TEMPORARY LEAVES OF ABSENCE**

- A. Members shall be entitled to the following temporary non-accumulative leaves of

absence with full pay for each school year:

1. Personal

- a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the member's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to check the general reason for taking leave on the appropriate form.

At the end of each school year, any unused personal days shall be applied to sick leave days.

- b. New employees hired after September 1st will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.3 day per number of months between the date of employment and June 30th; 2.1 - 2.2 days = 2 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3 days.

New employees will be given credit for a full month if they work any time before the 15th.

2. Legal

Time necessary for appearance in any legal proceeding connected with the member's employment or with the school system, except an action by that member against the Board, if the member is required by law to attend.

3. Family Death

- a. Up to five (5) days total per occurrence in the event of death in the immediate family wherever domiciled, or any relative domiciled in the employee's residence. This leave is to be taken immediately following the death of the immediate family member.

- b. The immediate family is defined as:

- (1) Husband, wife, and children,
- (2) Father and mother,
- (3) Step father and step mother,
- (4) Sisters and brothers,
- (5) Grandparents,
- (6) Grandchildren, and
- (7) Corresponding in-laws defined as:
 - i. Father-in-law and mother-in-law,

- ii. Sister-in-law and brother-in-law,
- iii. Son-in-law and daughter-in-law, and
- iv. Grandparent-in-law.

- c. Up to three (3) days total annually in the event of death of family other than the immediate family as defined in paragraph 3.b. above.
- d. Additional circumstances and/or leave for death may be granted, with or without pay, upon approval of the Superintendent.

4. Serious Family Illness

- a. Up to five (5) days total annually in the event of serious illness in the immediate family (defined above) wherever domiciled, or any relative domiciled in the employee's residence.
- b. An explanation of the nature of the family member's illness shall be provided on the leave form such as Acute Medical Incident, Medical Consultation or Medical Treatment. This provision does not include routine medical, dental, chiropractic and/or vision appointments.
- c. Medical certification may be required indicating the nature of the serious illness and shall be granted for hospitalization, out-patient services, and surgery.
- d. Additional circumstances and/or leave for serious illness may be granted, with or without pay, upon approval of the Superintendent.

5. Other Leaves

- a. Other leaves of absence with or without pay may be granted by the Board for good reason.
- b. Jury duty will be granted with pay less the jury duty stipend.

B. Accumulative Sick Leave

Leaves taken pursuant to paragraph A. above shall be in addition to ten (10) days accumulative sick leave to which each full-time member is entitled. Part-time members' sick leave shall be prorated.

C. Prorated Sick Leave

New employees hired after September 1st will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.

- D. When, in the judgment of the Board there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the employee, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.
- E. For purposes of this Article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.
- F. Professional Day/School Business Day
1. A professional day is to be defined as a day requested by the teacher and approved by the immediate supervisor and Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.
 2. A school business day is to be defined as a day on which the administration requests a teacher to attend any of the above activities outside of the district or participate in a district approved activity. It is non-chargeable to any other leave under this Article.
 3. Attendance at meetings by teachers within the district will be considered no different than a regular school day.
 4. Teachers presenting outside of school who receive no compensation for the presentation will be granted a professional day for said presentations provided they occur during the regularly scheduled school day and are approved by the Superintendent.
 5. All special education teachers, case managers, and child study team members shall be granted one (1) school business day twice yearly for completion of IEPs, required special education reports, articulation, and meeting with the Director of Special Services. The dates of these meetings shall be determined by the Director of Special Services, in consultation with special services staff, and participants shall be notified at least five (5) school days prior to the meeting when possible.
- G. A member who does not use any sick days shall be entitled to four hundred dollars (\$400). At the end of the school year, the Business Administrator or his/her designee will review and confirm all attendance records of the staff and determine who is entitled to the compensation noted in this section. The Business Administrator shall send a list of eligible members to the CNTEA President or designee by August 1st. All teachers receiving compensation under this section shall receive compensation no later than September 1st.
- H. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association. This bank is established to provide compensable leave coverage to members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. A member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given to the employees desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any member's request to utilize the Sick Leave Bank. The annual enrollment period in which to donate sick days shall be from June 1st to June 30th. The contributed sick day(s) will be deducted from the employee's accumulated sick or personal leave on July 1st.
2. A member's contributions shall be voluntary.
3. The Sick Leave Bank shall be available only to those members who:
 - a. have exhausted all earned and accumulated sick leave; and
 - b. have a physician's certification of a serious illness; and
 - c. have been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.
4. Use of Sick Leave Bank days for intermittent leave for serious illness may be granted by the Board.
5. A member who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the member examined by medical personnel of its choice.
6. A member's utilization of the Sick Leave Bank shall be subject to the approval of the Board.
7. A member is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.
8. Utilization of the Sick Leave Bank in any subsequent school year shall be subject to the renewed approval of the Board. As of the commencement of a new school year, a member must exhaust all new entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.

ARTICLE X
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any member who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs, or accepts a Fulbright scholarship.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program as described in this section.

- B. A member shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program of the nature described in this section.

C. Eligibility

1. To be eligible for contractual leave, a member must have worked at least one (1) year prior to the commencement of the extended leave.
2. To be eligible for salary increment, a member must work at least six (6) months for a twelve (12) month position and five (5) months for a ten (10) month position in the school year in which the extended contractual leave commences or terminates.

D. Notifications

1. The member must provide their request in writing to the Superintendent for extended contractual leave no less than thirty (30) days prior to the commencement of leave, or as soon as the member knows of it.
2. In order to receive an offer of re-employment, the member must notify the Superintendent of their intent to return to their position prior to April 1st for the following September or by October 1st for the second semester.
3. A request for extension in the leave must be made in writing to the Superintendent and will be subject to Board approval.

E. Regulation of Leave

1. The Board reserves the right to regulate the commencement and termination date of an anticipated contractual or statutory leave in order to preserve the continuity of operations.
2. When the Board regulates such leave, the member shall be considered to be on an unpaid involuntary leave and shall be entitled to all sick leave and insurance benefits during the period of contractual or statutory leave pursuant to the negotiated agreement and rules of the insurance carrier.

F. Election to Work

The member may elect to continue to work:

1. Until the member's physician and the Board physician agree that the member is medically unable to continue working, or
2. provided there is a difference of medical opinion between the member's physician and the Board's physician, then the two (2) physicians shall agree in good faith on a third (3rd) impartial physician who shall examine the member and whose medical opinion shall be conclusive. The cost of the third (3rd) physician's examination shall be borne by the Board.

G. Leave Types

1. Contractual

a. Disability

Contractual leave may be granted for disability reasons following the exhaustion of the member's available statutory leave at the sole discretion of the Board.

b. Child-Care

- (1) Available at the end of the disability period or
- (2) In the case of paternal child-care leave or the adoption of a child, upon the birth of a child or the date of custody of the child. If within two (2) weeks after commencement of said leave the adoption or birth is not successful, the leave shall be waived upon the request of the applicant.
- (3) Terminates at the end of the contract year in which the leave is granted. An extension beyond the end of the contract year of one (1) additional year or other adjustment in the duration of the leave shall be at the sole and full discretion of the Board.

c. Voluntary Unpaid

A member on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the member's coverage in the district's group health plans for a period of nine (9) weeks, after which the member may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.

d. Involuntary Unpaid

A member who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

e. Care of Family Member

An unpaid contractual leave of absence of up to one (1) year shall be granted for the purpose of caring for a serious illness for a member of the employee's immediate family (husband, wife, children, father, mother, step-father, step-mother, sisters and brothers, grandparents, grandchildren, and corresponding in-laws (i.e., father-in-law and mother-in law, sister-in-law and brother in law, son-in-law and daughter-in-law, and grandparent-in-law), wherever domiciled, or any familial member domiciled in the employee's residence. This leave may be renewed for one (1) additional year with Board approval.

2. Other

a. Educational (Sabbatical) – paid, partially paid or unpaid leave may be granted by the Board. These leaves generally shall be of such a nature that the granting of them will benefit the Colts Neck Township School District. Application for such leave shall be made to the Superintendent no later than thirty (30) calendar days prior to the commencement of the leave period.

b. Personal – extended personal leave shall be requested in writing to the Superintendent. The Superintendent may approve the leave and submit the leave request to the Board for their approval.

c. Jury Duty – will be granted with pay less the Jury Duty stipend.

3. FMLA

Administration of FMLA shall be in accordance with prevailing statutes.

4. NJFLA

Administration of NJFLA shall be in accordance with prevailing statutes.

H. Return to Work

1. All benefits to which a member was entitled at the time the leave commenced including, but not limited to unused accumulated sick leave, shall be restored to the member upon the member's return.
2. The member must notify the Superintendent of their intent to return to work at least thirty (30) days prior to the termination of their leave.

ARTICLE XI
ACCUMULATED SICK LEAVE

Following ten (10) years of teaching in the Colts Neck School District, upon retirement, the retiring teacher shall be compensated for accumulated sick leave under the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the school year in which the retirement will occur and shall be paid no later than July 31st. If the notification is not timely, the member may make application, consistent with this Article, during the following year.
- B. If written notification of the intent to retire is not made prior to February 1st of the school year in which the retirement will occur, payment will be made no later than July 31st of the following calendar year.
- C. The member retiring shall be compensated for Accrued Sick Days as follows after 10 (ten) years up to a maximum of \$10,200:

<u>Accrued Sick Days:</u>		
1-50	\$70/day	\$3,500
51-100	\$80/day	\$4,000
101-130	\$90/day	\$2,700

ARTICLE XII
PROFESSIONAL DEVELOPMENT

- A. The Board will actively assist and support each teacher's effort to meet their one hundred (100) hours of continuing education requirement as stated in the Administrative Code and Statutes of the State.

Teachers will have the right to apply to attend professional development activities other than those approved by the State and County Boards as part of the local professional development program. Attendance at such programs shall require prior approval from their immediate supervisor and the Superintendent.

Teachers who provide in-district in-service training shall receive credit toward their one hundred (100) hour obligation as determined and allowed by the State Professional Teaching Standards Board.

The administration will maintain a record of the number of hours of continuing education for each member and provide them with an accounting of his/her accumulated hours at the end of each school year. Any discrepancies between the district and teacher's records should be noted within thirty (30) calendar days of receipt of the administration's records excluding the summer break.

- B. The Board will provide two (2) six (6) hour in-service days per year which will be planned by the Professional Development Committee and approved by the administration prior to Board approval.
- C. The Association agrees that its members shall work seven (7) extended days without additional remuneration during each school year, in addition to existing monthly faculty meetings. Extended days shall not be more than ninety (90) minutes in length and not more than four (4) extended days may be scheduled by an administrator for department or grade level meetings. A schedule of the four (4) extended days scheduled by an administrator shall be made available to the members no later than September 30th of that school year.
- D. The Board shall provide members a record of Continuing Education hours completed each year.

ARTICLE XIII **TUITION**

- A. Members will be eligible for tuition reimbursement following the successful completion of their second year in the district and shall receive reimbursement for the validated tuition costs of graduate courses. Reimbursement shall be based upon the following:
 - 1. The application for reimbursement for graduate tuition shall be approved in writing within fifteen (15) calendar days of submission, prior to the commencement of the graduate course, by the Superintendent.
 - 2. Graduate credits may be earned at any accredited institution, including on-line courses.

3. Upon successful completion and documentation of approved course, payment will be made to the member.
 4. There will be a district cap of \$37,000 for tuition reimbursement from July 1st through June 30th of each contract year.
 5. Disbursement of tuition reimbursement will be as follows:
 - a. Members shall be allowed reimbursement for a maximum of six (6) credits in the summer, fall, or spring semesters each, but no more than twelve (12) credits per school year. If the account still has money available after reimbursement has been given to all members up to twelve (12) credits, then additional monies will be reimbursed for members taking greater than twelve (12) credits following the same procedure outlined in this Article.
 - b. Members may submit requests for reimbursement throughout the year, which shall be kept on file in the Business Office and with the CNTEA designee. The last date for submission of reimbursement requests shall be June 30th.
 - c. For reimbursement, members shall submit a copy of his/her grade, course voucher, and proof of payment for each course upon its completion.
 - d. After June 30th, reimbursement per credit shall be distributed equally up to one hundred percent (100%) of cost per credit until no monies remain in the account. The total number of credits taken will be divided into the total money available. This amount will then be multiplied by the number of credits taken by each individual. Members will be reimbursed up to the total tuition cost. Anything greater will then be put back into the account for the procedure to be repeated again and given to members not receiving one hundred percent (100%) of the maximum twelve (12) credits.
 - e. Any monies remaining in the account beyond the June 30th deadline shall be distributed up to one hundred percent (100%) per credit beyond the twelve (12) credit maximum mentioned in section A.4. of this Article.
 - f. Members shall be compensated no later than September 1st.
- B. The dismissal of a member would automatically disqualify the member from reimbursement for any course taken after the official termination of the contract. The resignation of a member prior to the last day of the current school calendar would automatically disqualify the member from reimbursement for any course taken during that school year.
- C. Reimbursement of expenses incurred for attendance at non-credit courses such as

workshops or seminars shall be made upon recommendation of the Superintendent and approval of the Board. For application towards advanced placement on the salary guide, members shall submit a list of all workshops/seminars/professional development, their hours, and copies of certificates or attendance to the Superintendent. Upon completion of fifteen (15) hours under this section, outside of the school day, the member shall receive one (1) credit to be applied toward advanced placement on the salary guide. A maximum of ten (10) credits may be applied toward salary guide advancement within each differential level (i.e., BA to BA+30, MA to MA+30).

- D. The Business Office will forward to the designated CNTEA contact a copy of all approved member reimbursement applications as they are approved.

ARTICLE XIV **SALARY GUIDE PLACEMENT**

Placement on the salary guide at each degree and/or credit level shall be based on the credits attained as awarded by the college or university in question, provided that the college or university is recognized by the New Jersey Department of Education for purposes of teacher certification and subject to approval by the Board.

Placement on salary guide differential levels shall be determined subject to the following conditions:

- A. Bachelors
Encompasses all undergraduate credits acquired prior to awarding of the B.A. or B.S.
- B. Bachelors +30
Encompasses the B.A. or B.S. degree plus 30 graduate credits.
- C. Masters
Encompasses acquisition of the Masters degree and all credits earned prior to that acquisition.
- D. Masters +30
Encompasses the M.A. or M.S. degree plus 30 graduate credits acquired after the M.A. or M.S. was earned.
- E. Masters +60
Encompasses the M.A. or M.S. degree plus 60 graduate credits acquired after the original M.A. or M.S. was awarded.
- F. Doctoral
Encompasses acquisition of a Ph.D. or Ed.D. and all credits earned prior to that acquisition.
- G. Interim Teachers

In the event an Interim Teacher becomes a regular contracted teacher, time served as an Interim Teacher shall count toward placement on the guide.

H. On Guide

Movement through the salary guide is diagonal. For members who reach the top of the guide, movement shall remain on the top step and move laterally. No member shall move “off guide”.

I. Off Guide

1. Members who are “off guide” as of June 30, 2008, shall remain “off guide” and receive a contractually determined annual increase.
2. When members qualify for educational differential level movement as listed in Article XIV: Salary Guide Placement (i.e., BA to BA+30; MA to MA+30), their salary shall be adjusted at that time with that differential level increment in accordance with Article XIV and they are still entitled to the annual increase.

J. Whether or not the Board has reimbursed the tuition costs for any course shall not be a factor controlling placement on the salary guide.

K. A member employed after February 1st of any school year shall remain on the same salary step and shall not receive full credit toward the next increment step for the following year.

L. Members having a change in degree qualifications shall receive the appropriate salary guide adjustment on February 1st, September 1st, or October 1st. Adjustment shall be effective on the nearest subsequent February 1st, September 1st, or October 1st following presentation of documentation of added qualification to the Superintendent.

M. The terms herein above shall become effective on July 1, 1984 and shall apply to all present members. Placement on the salary guide for any presently employed members which is approved by the Board prior to July 1, 1984, shall be honored regardless of whether or not said placement is consistent with the above conditions.

N. The Board shall accept, in lieu of graduate credits, one hundred percent (100%) of any undergraduate credits earned since the awarding of the B.S. or B.A., and prior to July 1, 1984. This exemption shall exist for all members, including those on approved leaves of absence who are on staff as of June 30, 1984.

O. The Board shall also accept, for credit toward M.S. +30 or M.S. +60, all credits attained prior to July 1, 1984, and prior to or subsequent to the awarding of the M.S. This exemption shall exist for all members, including those on approved leaves of absence, who are on staff as of June 30, 1984.

ARTICLE XV
INSURANCE

- A. Health insurance shall be provided for all employees who are covered by the Board on the date on which insurance terms of this Agreement have been re-negotiated. Premiums for such coverage shall be paid by the Board on the following schedule:

Unmarried Employees: Coverage by Blue Cross/Blue Shield Insurance Plan.
Maternity benefits are included.

Married Employees: Coverage by Blue Cross/Blue Shield Insurance Plan for the employee, spouse and unmarried children under twenty three (23) years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

The Board shall have the flexibility to replace Blue Cross/Blue Shield and Delta Dental with other carriers that shall provide substantially equal or better benefits than the current member's plan.

Members are considered full-time if they work a minimum of twenty eight (28) hours a week on a regular basis in order to receive health/dental insurance benefits.

- B. Mandatory Second Opinion Surgery and Pre-admission Certification/Continued Stay Review

The health insurance plan herein available to members through the Blue Cross/Blue Shield Insurance Company shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Blue Cross/Blue Shield Insurance Company.

- C. New Employees

The Board shall provide to non-tenured certificated members employed effective September 1, 1993 POS single medical coverage only. These members have the right to purchase dependent coverage or alternate coverage at their own expense at the group rate. Upon completion of three (3) years of employment in the Colts Neck Township School District, the Board shall provide to said member POS family coverage. Members may opt for expanded available coverage at their own expense.

- D. Medical and Dental Benefits

1. The Board shall offer those members who have medical coverage the option to receive a stipend in lieu of medical benefits. Members will be eligible for the stipend either upon the date of hire or during the open enrollment period in May of each year. The stipend will be paid at the end of each school year. It will be

based on the type of coverage the member is entitled to and shall be capped based on the following twelve (12) month premium coverage:

- \$1,200 - Single Coverage
- \$1,700 - Parent and Child Coverage
- \$2,600 - Husband and Wife Coverage
- \$3,000 - Family Coverage

New employees hired after September 1st who opt not to receive medical and dental benefits will receive a prorated stipend based on the date they were hired to June 30th.

The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend no later than June 30th of that school year.

- a. Members who have waived coverage may re-enter by applying during the enrollment period each year.
 - b. A hardship provision for re-entry is available which allows members and their families to re-enter the program on an immediate basis when there is a loss of coverage by a spouse resulting from:
 - (1) Termination of employment
 - (2) Legal separation (copy of decree required)
 - (3) Group contract/policy terminated
 - (4) Divorce (copy of decree required)
 - (5) Death (copy of certificate required)
 - (6) Military discharge (Form DD214 required)
2. First dollar benefits for all certificated members shall be deleted with the exception of:
- a. Mandatory second opinion
 - b. Routine physical
 - c. X-rays
 - d. Lab work

These benefits shall be paid at one hundred percent (100%) of the reasonable and customary cost. All other benefits shall be covered by major medical.

3. The Board shall provide to non-tenured certificated members employed after September 1, 1999 single only dental coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, the certificated member can opt for the Board's family dental coverage. The Board shall pay in full the premium cost of enrollment in the Delta Dental Insurance Plan.

- 4. All certificated members hired prior to June 30, 1996 shall have the option of choosing PPO, POS or Comprehensive Major Medical plans which shall be paid for by the Board.
- E. All retired employees with less than twenty five (25) years of service will be eligible to participate in the medical health insurance plan provided by the Board insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.
- F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the teaching effort up to five hundred dollars (\$500) per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.
- G. The Board may offer a voluntary flexible spending insurance program. Start up costs and legal costs shall be borne by the Board. Annual fees shall be borne by members of CNTEA and individual participant fees shall be borne by the individual member.
- H. No part-time teaching staff member working less than twenty eight (28) hours per week shall be entitled to any benefit of this Article.

ARTICLE XVI
DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to make authorized salary deductions for the following organizations: deduct from the salaries of its members dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) 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 Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association Treasurer shall disburse such monies to the appropriate association or associations. Member authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. #

School Building _____ District

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

Colts Neck Township Education Association	\$
Monmouth County Education Association	\$
New Jersey Education Association	\$
National Education Association	\$

- 2. The Colts Neck Township Education Association shall certify to the Board in writing the current rate of the above membership dues.
- 3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.

B. Other legal deductions from members' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.

C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board hereby agrees to deduct a fee from bargaining unit members who are not members of the Colts Neck Township Education Association.

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 eighty five percent (85%) of that amount.

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for

the deduction and transmission of regular membership dues to the Association.

- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

- E. The Board shall provide a payroll deduction for the purpose of IRA contributions. Members may elect to participate in a 403B and/or a 457 tax deferred savings plan.

ARTICLE XVII
SALARIES AND STIPENDS

A. Extra-Curricular Activities and Stipends at Cedar Drive Middle School

1.	<u>Sport Activities</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
	Boys Basketball	\$2,850	\$3,000	\$3,150
	Girls Basketball	\$2,850	\$3,000	\$3,150
	Boys Baseball	\$2,850	\$3,000	\$3,150
	Girls Softball	\$2,850	\$3,000	\$3,150
	Boys Soccer	\$2,850	\$3,000	\$3,150
	Girls Soccer	\$2,850	\$3,000	\$3,150
	Cheerleading	\$2,850	\$3,000	\$3,150
	Co-Ed Cross Country	\$2,850	\$3,000	\$3,150
	Co-Ed Tennis	\$2,850	\$3,000	\$3,150
2.	<u>Non-Sport Activities</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
	Yearbook	\$2,285	\$2,435	\$2,585
	Newspaper	\$2,285	\$2,435	\$2,585
	Show Director	\$2,285	\$2,435	\$2,585
	Show Tech Advisor – Lighting	\$1,240	\$1,390	\$1,540
	Show Tech Advisor – Sound	\$1,240	\$1,390	\$1,540
	Show Musical Director	\$2,285	\$2,435	\$2,585
	Student Council	\$2,285	\$2,435	\$2,585
	Make-A-Difference	\$2,285	\$2,435	\$2,585
	Visual/Performing Arts	\$2,285	\$2,435	\$2,585

B. Extra-Curricular Activities and Stipends at Conover Road Elementary School

Three (3) activities at the discretion of the building principal which shall follow the above Cedar Drive stipend scale.

- C. The Board at their discretion may add additional activities and/or intramurals at either school. New activities and stipends shall be aligned with current stipends to be determined by administration, discussed with CNTEA executive members, and approved by the Board.
- D. Annually, all aforementioned and new after school activities shall be approved by the Board.
1. Certified member participation in the aforementioned extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the aforementioned rates.
 2. All extra-curricular activity positions shall be posted annually or when they are added.
 3. To the degree possible, appointments for the new school year shall be recommended by the building administrator and approved by the Board prior to the commencement of the extra-curricular activity. These appointments shall be recommended for a period of one (1) year.
 4. Members may request to co-direct an activity that must be recommended by the building administration and approved by the Board. In such a case, the stipend for this activity shall remain at the same rate and split equally between the members.
 5. Payments are to be made by separate checks at the conclusion of each activity program.
 6. Should the Board require an additional coach/advisor, both shall receive one hundred percent (100%) of the stipend.
 7. Conditions in any school year may alter/change the activities sponsored in the past school year with the exception of the remuneration rate for sport and non-sport activity designations.
 8. Sitting coach(es)/advisor(s) shall be notified by June whether or not their position will be renewed for the subsequent school year.
- E. Curriculum Development Committee
1. Clear guidelines shall be established as to the committee's function, specific tasks, and time frame.
 2. Compensation shall be forty four dollars (\$44.00) per hour.
- F. Home Instruction/Translation Services

1. Members providing home instruction shall be compensated at forty four dollars (\$44.00) per hour.
 2. Translation services shall be paid at forty four dollars (\$44.00) per hour.
- G. If orientation is held outside of the regular school day, kindergarten teachers shall be paid for the number of hours they are required in the building at the curriculum rate. If orientation is held during the regular school year during regular contract hours, there shall be no additional compensation.
- H. Chaperoning of trips including the 8th Grade trip, Band trip, and any other Board approved overnight trips with students shall be compensated as follows:
- 2008-11
8th Grade (3 day) Trip - \$300
Band (2 day) Trip - \$175
- I. Child Study Team members, Teachers, Nurses, and Guidance Counselors shall be reimbursed at forty four dollars (\$44.00) per hour for summer IEP meetings and other summer meetings:
- J. The Board agrees to pay members a fee of seventy five dollars (\$75.00) per event for supervising or chaperoning activities after school hours which do not require overnight stays. Prior to the events, the building principal or his/her designee shall post the available events, provide a sign-up sheet, and grant approval. This applies only after all members fulfill their evening conference/event obligations.
- K. A member assigned mentoring duties shall be compensated as follows:
1. Traditional Route Candidate
First year of service candidate - \$850
 2. Alternate Route Candidate
First year of service candidate - \$1,000
 3. New to the District Candidate (administrative discretion)
First year of service candidate - \$550
- L. Should a member be re-assigned and required to relocate his/her classroom after September 1st of that school year, the member shall be compensated with a two hundred dollar (\$200) stipend.
- M. Salaries
1. Members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments from September 1st through June 30th. Those wishing summer pay shall have ten percent (10%) of their gross monthly salary deducted

from each month from September 1st through June 30th. Members selecting this option shall receive four (4) equal payments payable during July and August. Payments shall be made on the 15th and 30th of each month. Members selecting the ten (10) month option shall receive their final checks on the last working day in June.

- 2. Members may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be deposited in First Financial Credit Union prior to the 15th and 30th of the month, according to Federal instructions. No more than fifty percent (50%) of net monthly pay is transferable on the 15th.

Additionally, members may individually elect to have a percentage of their monthly salary deducted to be deposited with the Tax Sheltered Annuity Carrier, designated by CNTEA and approved by the Board, prior to the 15th of each month.

- 3. Members may individually elect to have one hundred percent (100%) direct deposit to a cooperating bank.
- 4. When a pay day falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous working day.

ARTICLE XVIII
DURATION OF CONTRACT

This contract shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011. The contract will remain in full force and effect for the full period of three (3) years and its terms shall not be renegotiated during said period.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals.

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

By: _____
Kathy DeWitt, President

By: _____
Marianne Quigley, Negotiations Chairperson

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: _____
Andrea Giannopoulos, President

By: _____
John A. Paredes, Business Administrator/Board Secretary

Salary Guide

BA

BA		BA 2008-09		BA 2009-10		BA 2010-11	
1	40,515						
2	41,015	1-2	42,275	1	44,695		
3	42,015	3	43,740	2-3	45,195	1-2	48,400 (1)
4	43,015	4	43,740	4	46,695	3-4	48,900 (2)
5	44,515	5	45,510	5	46,695	5	49,400 (3)
6	46,080	6	47,315	6	48,285	6	49,400 (3)
7	47,845	7	49,120	7	50,095	7	51,125 (4)
8	49,650	8	50,925	8	51,905	8	52,935 (5)
9	51,455	9	52,730	9	53,810	9	54,825 (6)
10	53,260	10	54,535	10	55,715	10	56,795 (7)
11	55,065	11	56,340	11	57,620	11	58,815 (8)
12	56,970	12	58,245	12	59,525	12	60,885 (9)
13	58,975	13	60,250	13	61,530	13	63,005 (10)
14	61,080	14	62,355	14	63,635	14	65,175 (11)
15	63,285	15	64,560	15	65,840	15	67,395 (12)
16	65,590	16	66,865	16	68,145	16	69,665 (13)
17	67,995	17	69,265	17	70,550	17	71,985 (14)
18	70,500	18	71,765	18	73,055	18	74,355 (15)

BA+30

BA+30	BA+30 2008-09	BA+30 2009-10	BA+30 2010-11
1 43,515			
2 44,015	1-2 45,325	1 47,795	
3 45,015	3 46,790	2-3 48,295	1-2 51,550 (1)
4 46,015	4 46,790	4 49,795	3-4 52,050 (2)
5 47,515	5 48,560	5 49,795	5 52,550 (3)
6 49,080	6 50,365	6 51,385	6 52,550 (3)
7 50,845	7 52,170	7 53,195	7 54,275 (4)
8 52,650	8 53,975	8 55,005	8 56,085 (5)
9 54,455	9 55,780	9 56,910	9 57,975 (6)
10 56,260	10 57,585	10 58,815	10 59,945 (7)
11 58,065	11 59,390	11 60,720	11 61,965 (8)
12 59,970	12 61,295	12 62,625	12 64,035 (9)
13 61,975	13 63,300	13 64,630	13 66,155 (10)
14 64,080	14 65,405	14 66,735	14 68,325 (11)
15 66,285	15 67,610	15 68,940	15 70,545 (12)
16 68,590	16 69,915	16 71,245	16 72,815 (13)
17 70,995	17 72,315	17 73,650	17 75,135 (14)
18 73,250	18 74,815	18 76,155	18 77,505 (15)

MA

	MA	MA 2008-09	MA 2009-10	MA 2010-11
1	46,515			
2	47,015	1-2 48,375	1 50,895	
3	48,015	3 49,840	2-3 51,395	1-2 54,700 (1)
4	49,015	4 49,840	4 52,895	3-4 55,200 (2)
5	50,515	5 51,610	5 52,895	5 55,700 (3)
6	52,080	6 53,415	6 54,485	6 55,700 (3)
7	53,845	7 55,220	7 56,295	7 57,425 (4)
8	55,650	8 57,025	8 58,105	8 59,235 (5)
9	57,455	9 58,830	9 60,010	9 61,125 (6)
10	59,260	10 60,635	10 61,915	10 63,095 (7)
11	61,065	11 62,440	11 63,820	11 65,115 (8)
12	62,970	12 64,345	12 65,725	12 67,185 (9)
13	64,975	13 66,350	13 67,730	13 69,305 (10)
14	67,080	14 68,455	14 69,835	14 71,475 (11)
15	69,285	15 70,660	15 72,040	15 73,695 (12)
16	71,590	16 72,965	16 74,345	16 75,965 (13)
17	73,995	17 75,365	17 76,750	17 78,285 (14)
18	76,000	18 77,865	18 79,255	18 80,655 (15)

Off Guide increase: 2008-09 1,500
2009-10 1,500
2010-11 1,500

MA+30

MA+30	MA+30 2008-09	MA+30 2009-10	MA+30 2010-11
1 49,515			
2 50,015	1-2 51,425	1 53,995	
3 51,015	3 52,890	2-3 54,495	1-2 57,850 (1)
4 52,015	4 52,890	4 55,995	3-4 58,350 (2)
5 53,515	5 54,660	5 55,995	5 58,850 (3)
6 55,080	6 56,465	6 57,585	6 58,850 (3)
7 56,845	7 58,270	7 59,395	7 60,575 (4)
8 58,650	8 60,075	8 61,205	8 62,385 (5)
9 60,455	9 61,880	9 63,110	9 64,275 (6)
10 62,260	10 63,685	10 65,015	10 66,245 (7)
11 64,065	11 65,490	11 66,920	11 68,265 (8)
12 65,970	12 67,395	12 68,825	12 70,335 (9)
13 67,975	13 69,400	13 70,830	13 72,455 (10)
14 70,080	14 71,505	14 72,935	14 74,625 (11)
15 72,285	15 73,710	15 75,140	15 76,845 (12)
16 74,590	16 76,015	16 77,445	16 79,115 (13)
17 76,995	17 78,415	17 79,850	17 81,435 (14)
18 78,750	18 80,915	18 82,355	18 83,805 (15)

Off Guide increase: 2008-09 1,822
2009-10 1,500
2010-11 1,500

MA+60

	MA+60	MA+60 2008-09	MA+60 2009-10	MA+60 2010-11
1	52,515			
2	53,015	1-2 54,475	1 57,095	
3	54,015	3 55,940	2-3 57,595	1-2 61,000 (1)
4	55,015	4 55,940	4 59,095	3-4 61,500 (2)
5	56,515	5 57,710	5 59,095	5 62,000 (3)
6	58,080	6 59,515	6 60,685	6 62,000 (3)
7	59,845	7 61,320	7 62,495	7 63,725 (4)
8	61,650	8 63,125	8 64,305	8 65,535 (5)
9	63,455	9 64,930	9 66,210	9 67,425 (6)
10	65,260	10 66,735	10 68,115	10 69,395 (7)
11	67,065	11 68,540	11 70,020	11 71,415 (8)
12	68,970	12 70,445	12 71,925	12 73,485 (9)
13	70,975	13 72,450	13 73,930	13 75,605 (10)
14	73,080	14 74,555	14 76,035	14 77,775 (11)
15	75,285	15 76,760	15 78,240	15 79,995 (12)
16	77,590	16 79,065	16 80,545	16 82,265 (13)
17	79,995	17 81,465	17 82,950	17 84,585 (14)
18	81,500	18 83,965	18 85,455	18 86,955 (15)

PhD

	PhD	PhD 2008-09	PhD 2009-10	PhD 2010-11
1	55,515			
2	56,015	1-2 57,525	1 60,195	
3	57,015	3 58,990	2-3 60,695	1-2 64,150 (1)
4	58,015	4 58,990	4 62,195	3-4 64,650 (2)
5	59,515	5 60,760	5 62,195	5 65,150 (3)
6	61,080	6 62,565	6 63,785	6 65,150 (3)
7	62,845	7 64,370	7 65,595	7 66,875 (4)
8	64,650	8 66,175	8 67,405	8 68,685 (5)
9	66,455	9 67,980	9 69,310	9 70,575 (6)
10	68,260	10 69,785	10 71,215	10 72,545 (7)
11	70,065	11 71,590	11 73,120	11 74,565 (8)
12	71,970	12 73,495	12 75,025	12 76,635 (9)
13	73,975	13 75,500	13 77,030	13 78,755 (10)
14	76,080	14 77,605	14 79,135	14 80,925 (11)
15	78,285	15 79,810	15 81,340	15 83,145 (12)
16	80,590	16 82,115	16 83,645	16 85,415 (13)
17	82,995	17 84,515	17 86,050	17 87,735 (14)
18	84,250	18 87,015	18 88,555	18 90,105 (15)

Off Guide increase: 2008-09 2,265
2009-10 1,540
2010-11 1,550