

AGREEMENT

between the

**Board of Education
of the Borough of Spotswood**

and the

Spotswood Education Association

July 1, 2005 - June 30, 2008

**NEGOTIATION TEAM MEMBERS
SPOTSWOOD EDUCATION ASSOCIATION**

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SECRETARIAL REPRESENTATIVES:

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Mary McGuire
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CUSTODIAN/MAINTENANCE REPRESENTATIVES:

Joseph Luttman
Robert Vetrecin

NJEA REPRESENTATIVE:

Richard Petersen

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ARTICLE 1

PREAMBLE

- A. This Agreement is entered into this first day of July 2005, by and between the Board of Borough of Spotswood, New Jersey, hereinafter called the "Board" and the Spotswood Education Association, herein, after called the "Association", in following mutual covenants, it is hereby agreed as follows:
- B. The parties agree to follow procedures outlined in this Agreement and to use no other channels to resolve any questions or proposals in this Agreement until the procedures within this Agreement are fully exhausted.
- C. The Board and the Association affirm that their negotiating committees have been directed to seek in good faith an agreement; however, no agreement can be finalized until the Association membership ratifies the contract and the Board acts upon the contract during a public meeting of the Board.

ARTICLE 2

RECOGNITION

- A. The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all non-supervisory personnel, whether under contract, or leave, employed or to be employed by the Board, including:
 - 1. Classroom Teachers
 - 2. Nurses
 - 3. Special Teachers
 - 4. Library-Media Specialists
 - 5. Guidance Counselors
 - 6. Pre-School Teachers
 - 7. Social Workers
 - 8. Speech Correctionist
 - 9. Basic Skills Teachers
 - 10. LDTC

11. Reading Specialists
12. School Custodians
13. (Groundspersons)
14. (Maintenance Workers)
15. Secretaries
16. Clerk/typists
17. Business Office Assistant
18. Receptionists
19. School Secretaries
20. Classroom Paraprofessionals
21. Media Aide
22. Attendance Clerk
23. Payables Coordinator
24. Bus Driver

But excluding: Superintendent, Business Administrator/Board Secretary, Assistant Business Administrator/Board Secretary, Principals, Supervisors, confidential employees, including the Administrative Assistant to Superintendent and the secretaries to the Business Administrator/Board Secretary, the Administrative Assistant to the Business Administrator/Board Secretary, supervisory employees within the meaning of the Act, per diem and substitute employees and guards.

- B. The Board agrees that if the Foreperson position is restructured in the future to be a non-supervisory position, the Association shall represent the restructured position.
- C. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.
- D. Unless otherwise indicated, the following terms when used hereafter in this Agreement shall refer to the noted employee titles represented by the Association in the negotiating unit as above defined:
 1. "Teachers": Items 1-13
 2. "Custodial employees": Items 15-17
 3. "Secretarial employees": Items 18-26
- E. References to male employees shall include female employees.
- F. References to employee subgroups in article and section headings act as modifiers of the applicable clause(s). Employee positions which may be affected by a clause may be further defined and/or delimited within the article or specific clause.

G. Newly-hired custodial employees shall be considered probationary employees during the first ninety (90) days of employment. The probationary period begins with the date of permanent appointment by the Board of the employee to a vacant position. In the event that an appointee has filled the Board's appointment, the days served in the position from the date of vacancy to the date of Board appointment shall be credited towards the probationary period. Clauses in the contract which will be extended to these employees are as follows. These are clauses in which the Association can represent probationary employees during the probationary period. In the event that a custodial employee resigns or is terminated during the probationary period they will receive no payment for any unused sick, vacation and or personal days.

- a. Article 4, Grievance Procedure.
Employee may file grievances but Association agrees that it will not represent employee at any stage of grievance procedure during a grievance filed over any matter arising during that period.
- b. Article 6, A. and B. and O.2.
- c. Article 7.
- d. Article 11.
- e. Article 14.
- f. Article 16, A. 1-7 and 8.c.
- g. Article 17, B., Article 17, A.2:
The Board will provide those listed holidays in A.2 that are State mandated holidays.
- h. Article 23. D.
- i. Article 31.
- j. Article 32, C.5., C.6., C.7. and E.
- k. Article 33., only covered by Blue Cross/Blue Shield Blue Select during the probationary period and then only for the period allowed by the carrier's rules.
- l. Article 35.
- m. Article 38, A.3., C.1., and C.2.
- n. Salary Schedule in effect at time of hire.

All other clauses in the contract providing individual benefits do not apply to probationary employees.

ARTICLE 3
NEGOTIATIONS

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin no later than the date set by the Public Employment Relations Commission to commence negotiations. Any Agreement so negotiated shall be reduced to writing, be signed by the Board and the Association and shall be pursuant to authorization received from the membership.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties pledge that their representative shall be clothed with all the necessary power and authority to consider proposals, and make counterproposals in the course of negotiations.
- C. Each party shall equally share the cost of reproducing this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.
- E. Changes
Consistent with N.J.S.A. 34:13 A.1, the Board shall not affect any change concerning terms and conditions of employment except those so negotiated and included as part of this agreement and contained herein.

ARTICLE 4
GRIEVANCE PROCEDURE

- A. Purpose
The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Definition of a "Grievance"
 - 1. A "grievance" shall mean a complaint by an Association member or group of Association members described in Article 2 that there has been an alleged violation, misinterpretation or inequitable application of any of the provision of this Agreement.
 - 2. Grievances shall not apply to:
 - a. Any matter for which a method of review is prescribed by law;
 - b. Any Rule or regulations of the State Commissioner of Education;

- c. Any policy of the Board of Education.
 - d. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action of the Board alone;
 - e. A complaint of a non-tenured teacher which arises by reason of his not being re-employed.
- 3. A "Grievant" is the person or persons making the claim.
 - 4. A "party in interest" is the person or persons making the claim, or any persons against whom action might be taken in order to resolve the claim.

C. Timelines

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall 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.
- 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step. May be extended by mutual agreement recognizing emergencies that effect district operations.
- 3. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) calendar days of its occurrence.

D. Representation

- 1. Any grievant may be represented at any stage of the grievance procedure by himself or at his option by a representative selected or approved by the Association.
- 2. When the grievant is not so represented, the Association may be present but may not state its views.
- 3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment, if so desired by the grievant.

E. Procedure

1. Step One

An employee with a grievance shall first discuss the matter with his immediate supervisor either directly or, if he so desires, through his designated Association representative, with the objective of resolving the matter informally.

2. Step Two
If the grievant is not satisfied with the results of Step One discussions, he may proceed to Step Two. The grievance must be filed in writing within twenty (20) calendar days of the action giving rise to the grievance and be presented to the employee's immediate supervisor. The supervisor shall reply in writing within ten (10) calendar days of receipt of the written grievance, setting forth the decision and the reasons therefor.
3. Step Three
If the grievant is not satisfied with the results at Step Two, he shall set forth his grievance in writing, specifying the nature of the grievance within ten (10) calendar days of when the reply was received or should have been received, whichever is earlier. Teachers and secretarial employees assigned to school buildings shall file at this level with the building Principal; custodial and cafeteria employees shall file with the Business Administrator or Assistant Business Administrator. If an employee's immediate supervisor under Step Two is either the Principal, Business Administrator or Assistant Business Administrator he/she may proceed from Step Two to Step Four. The appropriate supervisor shall reply in writing within ten (10) calendar days of receipt of the written grievance setting forth the decision and the reasons therefor.
4. Step Four
If the grievant is not satisfied with the results at Step Three, he shall set forth his grievance in writing, specifying the nature of the grievance within ten (10) calendar days of when the reply was received or should have been received, whichever is earlier. This shall be filed with the Superintendent. The Superintendent shall reply in writing within ten (10) calendar days of receipt of the written grievance, setting forth the decision and the reasons therefor.
5. Step Five
If the grievant is not satisfied with the results at Step Four, he shall set forth his grievance in writing, specifying the nature of the grievance within ten (10) calendar days of when the reply was received or should have been received, whichever is earlier. This shall be filed with the Board of Education. The Board shall render its written decision within thirty (30) calendar days of receipt of said grievance setting forth the decision and the reasons therefor.
6. Step Six
 - a. In the event that the grievance is not resolved by the review of the Board of Education as described in Step Five and provided the grievance concerns disagreement with respect to the interpretation of, inequitable

application, or violation of the express, written terms of this Agreement, then the Association may elect to have the matter referred for binding arbitration by written request for arbitration with the Public Employment Relations Commission within fifteen (15) calendar days after the Level Five answer or the time specified for the Level Five answer. The parties shall be bound by the roles and procedures of PERC in the selection of an arbitrator.

- b. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision no later than twenty (20) calendar days of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues that are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitration shall be submitted to the Board and to the Association and shall be final and binding on the parties in interest.
- c. In no event shall the decision have the effect of adding to, modifying, or amending the provisions of this Agreement.
- d. The fees of the arbitrator and the expenses of the hearing shall be shared equally by the Association and the Board but each party shall be responsible for its own expenses with respect to the hearing.

F. Miscellaneous

- 1. It shall be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties. However, in the event it is agreed by the Board or its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without a loss of salary.
- 2. All document, 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.
- 3. Forms for filing grievances and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

4. 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 representative heretofore referred to in Article 4.
 5. A grievance affecting a group of employees may be submitted in writing at the lowest appropriate level. Such a grievance, defined by B.1 may be processed in accordance with E. Said grievance must be signed by all grievants.
 6. 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 until such grievance and any effect thereof shall have been fully determined.
- G. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walkout or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- H. The School Board agrees that during the term of this Agreement, neither the Board nor any of its agents will cause, authorize or support the locking out of the employees in this bargaining unit.
- I. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any unit representative, any member of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee), or any other participant in the grievance procedure by result of such participation.

ARTICLE 5
BOARD RIGHTS

The Board subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations to:

1. Direct employees of the school district;
2. Hire, promote transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees;

3. Relieve employees from duties because of lack of work, or for other legitimate reasons;
4. Maintain the efficiency of the school district operations entrusted to them;
5. Determine the means, methods and personnel by which such operations are to be conducted; and
6. Take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 6
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purposes of engaging in collective negotiation.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she may have under the State of New Jersey Laws or other applicable laws and regulations of the State of New Jersey.
- C. When a teacher is required to appear before this Board of Education concerning any matter which could adversely affect the continuation of the teacher in his/her position or the amount of salary, the teacher shall be given prior written notice of the reasons for the meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- D. Whenever any secretarial employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the salary or any increments pertaining hereto, then she/he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise her/him and represent her/him during such meeting or interview.
- E. Whenever any custodial employee or other representative is required to appear before any administrator or supervisor, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that custodial employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.
- F. Any suspension of any employee pending charges shall be with pay, and said charges shall be brought within thirty (30) business days of the conference as specified in E. above.
- G. After any meeting between teacher and the Superintendent concerning any matter in which direct action is being considered which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary or any increment pertaining thereto, the teacher and/or Superintendent may request a second

- meeting at which the teacher and/or Superintendent may have his/her representative present to advise him and/or represent him/her.
- H. No teacher shall be disciplined, reprimanded, or deprived of any professional advantage, without just cause. Any action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth herein. Any action by the Board or its agents to discharge, reduce in rank or compensation, tenured teachers shall be in accordance with Title 18A of the New Jersey Statutes and the New Jersey Administrative Code.
 - I. No secretarial/clerical employee with tenure status shall be reduced in rank or compensation without just cause; and any such action executed by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
 - J. No custodial employee shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall not be made in public and shall be subject to the grievance procedure herein.
 - K. The teacher shall maintain the original right and responsibility to determine grades and other evaluations of students within the grading policies of the Spotswood Public Schools. No grade or evaluation shall be changed without prior notification to the teacher. Grievances on this section may proceed to the Superintendent's level if the grievance deals with the substance of a grade change and to the Board level if it deals with an alleged procedural violation. No grievance under this section may proceed to arbitration.
 - L. Dismissal Procedures - Custodial Employees
The procedures shall insure that the custodial employee has the privilege of making an appeal to the Superintendent or his designee and a hearing before the Board of Education when terminated. A terminated employee shall receive two (2) weeks notice of termination or two (2) weeks pay in lieu of notice plus accumulated vacation pay where applicable based on the proportion of full months worked in the contract year. Termination with cause, no payment shall be made thereafter.
 - M. Resignation
1. Custodial Employees
A custodial employee who is resigning from his position shall give the normal thirty (30) days notice
 - N. Non-Renewal - Teachers
Any teacher not re-employed for the next school year shall be entitled to reasons for such non-employment if requested of the Board by the teacher in writing,

ARTICLE 7
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the right to use the regular schedule of the inter-school mail service on days when such service is operating. Furthermore, the Association may use school mailboxes without administrative permission or review, providing such usage

- does not interfere with regular school purposes. The Association shall not use the rights granted in this Section to circulate materials advocating any sort of job action or related activity.
- B. The Association shall have, in each school building, the exclusive use of an available bulletin board in the faculty lounge, or a reasonable portion of a bulletin board if only one board exists in the faculty lounge in a given school.
 - C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, the person shall suffer no loss in pay. However, if negotiations, grievance proceedings, conferences or meetings are scheduled outside of normal working hours the representative will not be eligible for any additional pay.
 - D. 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 this shall not interfere with or interrupt normal school operations.
 - E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Association shall receive the approval of the relevant Principal, in writing. However, should the district incur any out-of-pocket expenses associated with this event the district shall be reimbursed for all expenses.
 - F. The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Excluded from this right is all data processing equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
 - G. The Board shall comply with employer obligations to provide information to the Association necessary to carry out its negotiations and grievance handling responsibilities.
 - H.
 - 1. The Board agrees that, should it decide to subcontract or privatize the services of any group of support staff employees, all affected members of that group and the Association President shall receive written notice of the Board's intentions at least 60 working days before such action takes place. "Working days" are defined as all week days.
 - 2. The Board shall discuss with the Association its intention to permanently subcontract an entire unit sub-group's work or a significant portion of a unit subgroup's work prior to the Board's final decision to subcontract. "Unit sub-group" is defined as one of the groups listed in Article 2A.
 - I. Effective September 1, 1997, the Association President shall not be assigned a duty period.

ARTICLE 8
WORK YEAR

A. TEACHERS

1. The work year of Basic Skills Teachers shall not exceed one hundred eighty-four (184) days.
2. The work year for the LDTC and social worker shall consist of the work year under 3 below plus all weekdays after the end of the work year for employees under 3 below and prior to July 1.
3. The work year for all other teachers shall consist of one hundred eighty-four (184) days.

B. CUSTODIAL EMPLOYEES

The work year for custodial employees shall be from July 1 to June 30th.

C. SECRETARIAL EMPLOYEES

1. School Secretary - 12-Month Work Year

- a. Same as calendar for professional staff when school is in session.
- b. Will not be required to report to work when schools are closed because of weather conditions or other emergencies.
- c. On School days having delayed openings, secretary must report one-half (1/2) hour before students.
- d. When an employee on staff as of July 31, 1996, in the secretarial position in the CST office and in guidance office leaves her position, the Board may, with written notice to the Association, transform the position into a ten month position.

2. School Secretary/Clerk - 10- Month Work Year

- a. September 1 through June 30 - same calendar as professional staff when school is in session.
- b. July 1 through August 31 - per diem rate; number of days as requested by building principal - maximum twenty (20) days.
- c. Will not be required to report to work when schools are closed because of weather conditions or other emergencies.

3. Business Office - 12-Month Work Year

- a. Calendar shall be same as Board Office.

D. The Board shall consult with the Association concerning the school calendar before its adoption.

ARTICLE 9
TEACHING HOURS AND WORK LOAD

A. Workday

1. Check-in Procedure

As professionals, employees are expected to devote to their assignments that full measure of time necessary to meet their professional responsibilities, but they shall not be required to "clock-in or clock-out" by hours and minutes. Employees

shall indicate their presence for duty by placing their initials in the appropriate space, provided in the faculty "sign-in" roster available in each building.

2. Length of Day

- a. The arrival and departure times for all employees shall be designated at the beginning of each school year.
- b. In the event that a change in arrival and/or departure times for basic skills teachers is made, written notice of such change will be given to the affected employee(s) at least ten (10) working days prior to the change.
- c. The total in-school workday of elementary employees shall not consist of more than seven (7) hours, which shall include a duty-free lunch period of forty-five (45) minutes.
- d. The total in-school workday of the LDTC and social worker shall be seven and one-half (7½) hours including one (1) hour for lunch.
- e. Work Day For Middle School & High School will be 6 hours and 53 minutes for the length of this contract. This includes a thirty (30) minute duty-free lunch period.
- f. The workday for guidance counselors shall be that set forth in 2.e. above plus time for professional responsibilities consistent with practice. Compensatory time for such additional duties shall be given consistent with practice.
- g. All employees shall attend up to four (4) evening events.

B. Pupil-Teacher Contact Time - Classroom Teachers

1. Junior-Senior High School

- a. Homeroom Assignment shall be rotated on an equitable basis.
- b. While not desirable, there may be situations that warrant a junior/senior high school teacher be assigned no more than five preps.
- c. (1) The daily teaching load of Junior-Senior High School teachers shall be five (5) periods of teaching and one (1) assignment or, on a volunteer basis, six (6) teaching periods and no assignment.

(2) Effective September 1, 1992 (or later, if determined by the Board), and only in the event of implementation of an eight period day, the daily teaching load of High School and Memorial School teachers shall be five (5) periods of teaching, one (1) "as-assigned" period and one (1) duty assignment period or, on a voluntary basis, six (6) teaching periods and one (1) "as-assigned" period. There shall be a limit of forty-five (45) "as-assigned" periods per school year per teacher. "As-assigned periods" shall not involve regularly scheduled students for a teacher during the period, teacher preparation, lesson plan development,

grading, homework or report card grades. "As-assigned" periods may include traditional duty assignments including non-additionally compensated teacher subbing. "As-assigned" periods may include interaction with a student or students which draw upon the professional expertise of the teacher. In this regard, teachers may be assigned to be available to students to provide assistance in course work. Students will be made aware of these scheduled times and would be required to initiate such contact.

- d. (1) Any teacher who teaches a sixth period shall receive a stipend for the full school year for 2005-2006; \$5,260; for 2006-2007: \$5,418; and for 2007-2008: \$5,581. For such assignment for less than the full school year, this amount shall be prorated over the number of teacher working days in the year.
- (2) The Board shall post a notice of the need for a sixth period and the approximate length of time such need will exist.
- (3) The Board shall accept a qualified volunteer, as solely determined by the Board. If more than one applicant is qualified to teach the sixth period, selection shall rest with the Superintendent.
- (4) If there are no qualified volunteers for the sixth teaching period, the Superintendent shall appoint an employee(s).
- e. Full-time special education teachers will be assigned to five (5) teaching classes in the same manner as regular High School staff members. In addition, each full-time special education teacher will be covered by the provisions of C.2 below. If a full-time special education teacher is assigned a sixth teaching period, he/she shall be reimbursed in accordance with the terms of B.1.d.(1) above. If a full-time special education teacher needs to use an assigned duty period for a consultation with parents, teachers involved in mainstreaming, Child Study Team members or administrators, he/she must complete a scheduling form and submit it to the building principal for approval. The scheduling form shall seek information concerning the affected student(s), the parent/teacher/CST member or administrator with whom the consultation occurs and the issues involved in the consultation. After approval by the building principal the full-time special education teacher shall be released from said duty period.

2. Elementary Schools

The daily pupil-teacher contact in the elementary school shall not be more than six (6) hours.

3. Teachers shall not be required to have pupil-contact time continuously for more than four hours fifteen minutes.
4. The provisions of B.2. and 3. above are not applicable to the LDTC and social worker.

C. Preparation Time

1. It is desirable for any teacher whose primary duty is classroom instruction to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their regular non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute.
2. Classroom teachers and the speech correctionist shall, in addition to the lunch period, have preparation time on a daily basis, except as in C.3. of this Article, in accordance with the master schedule of the building to which they are assigned.
3. Basic skills teachers shall receive one (1) hour per week of preparation time in accordance with the master schedule(s) of the building(s) to which they are assigned.
4. The following positions do not receive guaranteed preparation time: Pre-school teachers, psychologist, social worker, LDTC, nurses and library media specialist(s).
5. The length of the preparation time under 2. above shall be equivalent to the normal time allotted to "special subject periods" and not less than five (5) periods per week.
6. Employees may leave the school building during their preparation period if the employee is on school business and their principal has been notified and approved.
7.
 - a. It is desirable for each employee not to have any preparation period interrupted by an assignment to another teacher's class or classes because a substitute could not be procured. Such a practice shall not be followed, except in extraordinary circumstances. In such case, the Principal shall deploy teachers to other assignments on a fair and equitable basis.
 - b. Employees, under C. 2., 3. and 4. (if applicable) who lose preparation time under a. above (either by volunteering or being assigned) shall be paid at the rate of \$30.00 per period for 2005-2006; \$31.00 per period for 2006-2007, and \$32.00 for 2007-2008.
 - c. Payment under 7.b. above shall occur when an employee loses a preparation period as follows:
 1. a teacher volunteers to cover another's class;
 2. a teacher is assigned to cover another's class;
8. If a substitute cannot be obtained for a "special teacher", thereby causing a cancellation of their classes, and a lack of preparation periods for the regular teacher whose students would be in their classes, then the regular teacher shall be paid pursuant to 7.b. above.

9. Except in extreme emergencies "special teachers" in the elementary school (art, music and physical education) will not be required to substitute for a regular teacher except under the conditions of 8.a. above. It shall be the responsibility of the building principal to determine the emergency. Should a special teacher be used as a whole day substitute, said teacher shall receive \$11.00 for 2005-2006, \$11.00 for 2006-2007 and \$11.00 for 2007-2008 in addition to the regular day's salary. Special education teachers, including speech teachers, shall not be used to substitute for regular teachers.
10. If a building principal decides to split up a class and send students to other teachers' rooms when substitutes are not available, this will not be subject to grievance.

D. Meetings

1. Faculty - Other
Employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, departmental, or other district professional meetings. Such meetings shall be limited to five (5) per month, and begin no later than fifteen (15) minutes after the student dismissal time and shall continue for no more than sixty (60) minutes, after being called to order.
2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays and any day preceding a holiday, except in the most unusual of circumstances.
3. The notice of an agenda for any meeting shall be given to the employees concerned at least twenty-four (24) hours prior to the opening of the meeting. Employees shall have the opportunity to suggest agenda items.
4. Each school will establish a day of the week as a meeting day and every effort shall be made to hold meetings on this day. This day may be changed if it falls on or before a holiday or in cases of an emergency.
5. The LDTTC and social worker are excluded from the limitations under D.1. and 3. above.
6. If basic skills teachers or aides are required to attend faculty meetings, they shall be paid for such time at their hourly rate.

ARTICLE 10

WORK WEEK, WORK DAY AND RELATED TOPICS -

CUSTODIAL EMPLOYEES

A. Work Week

The work week for custodial employees shall be Monday through Friday, with the exception of groundspersons, whose work week shall be Tuesday through Saturday.

B. Daily Work Hours

1. A schedule of work schedules showing the custodial employees' shifts, work days, and hours shall be posted in each school.
2. Work shift for full-time custodial employees - eight (8) hours of work, exclusive of an uninterrupted thirty (30) minute lunch period shall constitute a work shift. All custodial employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to a custodial employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article 4 of this Agreement.
3.
 - a. During the summer months, where a modified day shift is needed to meet district needs, the following procedure will be used: First - Volunteers; Second - Mutual Agreement; Third - The least senior qualified employee.
 - b. Employees shall begin working the day shift on the Monday following graduation.
 - c. Employees shall resume regular work schedules on the Monday before school begins.

C. Coffee Breaks

1. Two uninterrupted periods of fifteen (15) minutes (one in a.m., one in p.m.). For part-time employees, there shall be a fifteen (15) minute break for every (4) hours worked
2. The times should be standardized and mutually agreed upon by the employee and immediate supervisor.

ARTICLE 11

**WORK WEEK, WORK DAY AND RELATED TOPICS -
SECRETARIAL EMPLOYEES**

A. Hours

1. A normal work week for secretarial employees shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday and Friday.
2. Normal work week shall consist of thirty-five (35) hours (excluding lunch) and shall be prorated for all secretarial employees who work less than thirty-five (35) hours. Classroom aides are an exception to this provision.
3. All employees, other than classroom aides, shall be provided with two (2) ten minute breaks each day (one in the a.m. and one in the p.m.) with approval time subject to the immediate supervisor.

ARTICLE 12

TIME RECORDS

A. Custodial Employees

Any custodial employee leaving the building will be required to punch-out except if he is on school business.

Teachers and Secretarial Employees

Teachers and secretarial employees may leave the building without permission during their scheduled duty-free lunch period and when they have a scheduled duty-free period. However, courtesy and good professional business practice dictate that the teacher or secretarial employee shall inform the school office of their leaving and their re-entry into the building

ARTICLE 13

OVERTIME

CUSTODIAL AND SECRETARIAL EMPLOYEES

A. Overtime Defined

1. Custodial Employees

Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, after forty (40) hours in any calendar week, eight (8) hours in any day other than provided in the regular work year. In addition, for those employees who are scheduled to work a forty (40) hour work week, they shall receive overtime payment for time spent on assigned duties carried out either before or after regular daily work hours.

2. Secretarial Employees

When required by the building administrator, all hours beyond thirty-five (35) shall be paid at the overtime rate.

B. All overtime will be rounded to the nearest quarter hour at the end of each pay period. This will be remunerated at the rate of one and a half (1 ½) the hourly salary. Overtime shall be paid at the end of each month.

C. Weekends and holidays are to be paid to secretarial employees at two and one-half (2 ½) times the hourly rate.

D. 1. All overtime shall be offered to full-time custodial, maintenance, and groundskeeping employees.

2. a. In order to implement the provisions of D. 1. above, employees shall indicate their availability for overtime assignment for the following week on Friday. Forms shall be available at each time card location. Assignment of voluntary overtime shall only be made from the completed forms.

b. If overtime is needed, the District will contact an employee who has indicated overtime availability for that shift. In the event that the contacted employee is then unavailable, the District will contact a second employee on that day's list. In the event of the failure of the second contacted employee to work the overtime, the District may employ a substitute. In addition, if there is no employee on the list, the District may employ a substitute.

c. In the event of overtime necessitated by consecutive days of employee absence or position vacancy (such as week-long assignment needs), the District is not required to select an assigned employee on a daily basis

but may assign any employee who is available for the entire period needed.

- d. The District will make a reasonable effort to equalize overtime assignment. The parties realize that factors such as employee availability can markedly affect overtime (assignment amounts.)
 - e. The Board agrees to post a list of overtime assignments monthly. This list will contain the dates and amounts of overtime and the name of the assigned custodial employee.
- 3. The provisions of D. 1. and D. 2. do not include call outs listed in F. 2. below or snow removal.
 - 4. If the designated supervisor does not receive notice of the absence of a night shift employee by 12,noon or of the absence of a day shift employee by 6 a.m., the Board may employ a substitute rather than following the provisions of D.1. and D.2. above.
 - 5. Assignments to overtime under D.1. and D.2. shall only be made to employees who can perform the tasks assigned.
 - 6. In the event that no volunteers are available, under D.2., above, the Superintendent or his designee will have the right to assign overtime on a rotating basis from a pool of custodial employees, with the understanding that seniority shall prevail.

E. Call Time and Overtime

1. Custodial Employees

When a custodial employee is required to come to work at a time when he is not scheduled and when his extra work time is not immediately adjacent to a regular workday, the custodial employee shall be guaranteed at least two (2) hours pay. One half (1/2) hour of this period is to cover travel time. If the time worked on a regular day meets the overtime definition in A. then the custodial employee shall be paid for such eligible time at overtime rates.

F. No overtime will be paid unless it is approved in advance by the employee's immediate supervisor, or the Business Administrator/Board Secretary, Assistant Business Administrator/Board Secretary or the Superintendent.

G. Section E. above does not apply to part-time custodial employees.

ARTICLE 14

SHORT-TERM LEAVES OF ABSENCES

A. Sick Leave

1. Amount

a. All employees shall be entitled to one (1) sick day per contract month as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

b. Employees hired after the beginning of the work year (after July 1 for twelve (12) month employees and after

September 1 for ten (10) month employees) shall receive, at the time of employment, sick leave prorated in an amount equal to the number of months remaining in the work year. If the employee begins employment during the course of a month, he or she shall receive sick leave for a full month of employment.

c. Classroom paraprofessionals who are laid off and subsequently rehired will have accumulated sick leave restored to them unless such leave has been compensated for under Article 16, A. 8. d. (1).

2. Definition of "DAY"

A sick leave day shall be equal to an employee's work day.

3. Certification of Illness

N.J.S.A. 18A:30-4

Physician's certificate required for leave.

In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary to the board of education in order to obtain sick leave.

4. Call in Procedures

An employee who will be absent shall follow established reporting procedures sufficiently early in the evening prior, or the day of absence to facilitate the suitable substitute.

5. On-the-Job Injuries

All injuries incurred while performing school duties must be reported to the designated person as soon as possible.

6. Sick Leave in Excess of Accumulation

Employees who require sick leave in excess of their accumulated sick days may apply to the Board for approval to receive the difference in pay between their salary and that of a qualified substitute in accordance with 18A:30-6. In such instances, the employee will be required to present suitable medical certification, documenting the need for sick leave in excess of accumulated leave.

7. Sick Leave Accounting

Employees shall be given a written accounting of accumulated sick leave days not later than September 30th of each school year.

8. Accumulated Sick Leave Payment

a. Teachers

(1) An employee, upon separation/termination of employment with a minimum of ten (10) years in a pay status prior to June 30, 1987 in the Spotswood Public Schools shall be compensated for his accumulated sick leave at the rate of \$23.00 per day up to a \$3,000 maximum for 2005-2006, \$24.00 per day up to \$3,000 for 2006-2007 and \$25.00 per day up to \$3,000 for 2007-2008.

(2) If an employee with at least twelve (12) years of service to Spotswood in a pay status retires, they shall be compensated for this accumulated sick

leave at the rate of \$47.00 per day up to a \$11,000 maximum for 2005-2008 (entire term of contract)

- (3) If an employee is RIF'ed completely from employment and has at least ten (10) years of service to Spotswood in a pay status at the time of the RIF, he shall be paid consistent with the terms of (2) above

b. Custodial Employees

- (1) On separation/termination of employee, employees will be reimbursed at one-half (1/2) of their prevailing rate not to exceed \$21.00 for the number of sick days. Upon retirement employees will be reimbursed at one-half (1/2) of their prevailing rate of pay not to exceed \$35.00 for 2005-2008 (entire term of contract) for the number of unused sick days.

c. Secretarial Employees

- (1) An employee who has completed fifteen (15) years of continuous service in a full-time position(s) in the District shall be paid for all of her/his accumulated sick leave days. The secretarial rate shall be \$21.00 per day upon separation/termination. Upon retirement the employee will be reimbursed \$35.00 for 2005-2008 (entire term of contract) per day for the number of unused sick days.

"Continuous service" is defined as meaning that voluntary breaks in service by the employee void time worked before the break from counting towards the fifteen (15) years. Approved leaves of absence do not constitute a break but also those periods do not count towards the "continuous service" requirement.

- (2) Paraprofessionals shall be paid for all accumulated days at the rate of \$11.79 per day upon separation/termination and \$18.75 per day upon retirement.
- (3) Time spent in secretarial employee positions which require performance of duties for twenty-four (24) or more hours per week shall be defined as "full time".

d. Retirement

"Retirement" is defined as applying for, qualifying for and receiving a T.P.A.F. or P.E.R.S. pension payment.

e. Estate Payment

Payment for accumulated sick leave shall be made to the estate of a deceased employee under the following conditions:

(1) All Employees

If otherwise qualified to receive a payment for accumulated sick leave under A. 8. a. through e., the estate of a deceased employee shall be paid seventy-five percent (75%) of the applicable payment if the employee had ten (10) years of

service at the time of death or one hundred percent (100%) of the payment if the employee had (20) years of service at the time of death.

(2) Teachers and Custodial Employees

In addition to the provisions of (1) above, payment to the estate shall only be made if the deceased employee was qualified at the time of death to receive a full pension payment or if the deceased employee had submitted a completed application applying for a full retirement pension or said deceased employee had submitted to a claim for a full disability pension.

B. Personal Leave

1. Amounts

a. Teachers, Custodial, Secretarial and Employees

Three (3) days of absence with full pay for personal, legal, business, household, or family matters which require absence during school hours.

If employees so choose, they may request in writing for a maximum of two (2) unused personal days to be carried over to the following school year for a maximum of five (5) personal days in any given year. The employee may convert personal days to sick days as stated in Article 14B.6a (1-2). Employees may take up to three personal days consecutively in any given year. At the Superintendent's discretion ONLY, five consecutive days may be approved.

b. Prorated for New Employees

(1) Twelve-month Employees

(a) Any employee newly employed between November 1 and the last day in February shall be entitled to one (1) personal day in the first year of employment.

(b) Any employee newly employed between March 1 and June 30 shall be entitled No personal days in the first year of employment.

(2) Ten-month Employees

Employees hired on or after January 1 shall be credited with one (1) day of such leave. Employees hired on or after April 1 shall be credited with zero days of such leave.

c. Part-Time Secretarial Employees

Part-time secretarial employees shall be eligible for personal leave under a. above. Personal days in these cases will be equal to the actual number of daily hours an employee works.

2. Application Procedures

a. Written application to the Superintendent of schools for personal leave shall be made at least forty eight (48) hours before taking such leave and the applicant for such leave shall not be required to state the reason for such leave. In the case of emergencies, the forty-eight (48) hour notice may be waived but reason must be stated.

6. Payment For Unused Personal Leave/Conversion to Sick Leave

a. Teachers

(1) A. Each employee will receive the substitute teacher rate in that academic year for each unused personal day.

B. For employees who work less than a full day, they will be paid at a prorated substitute pay.

(2) If employees so choose, they may request in writing for their unused personal days to be transferred into cumulative sick days.

b. Classroom Paraprofessionals

Unused personal leave shall be compensated at seventy percent (70%) of the employee's hourly rate times the hours worked per day times the unused personal days or said days shall be converted to accumulated sick leave at the conclusion of the school year at the option of the employee.

c. Secretarial and Custodial Employees

Unused personal leave days for each year shall be compensated at the rate of thirty five dollars (\$35.00) per day or said days shall be converted to accumulated sick leave at the conclusion of the school year at the option of the employee

C. Legal Proceedings

Time necessary, with full pay, for appearances in any legal proceeding connected with the employee's employment or with the school system.

D. Jury duty payment shall be at the regular rate, less compensated fees for jury duty.

E. Association Leave

Up to two (2) days each year without pay for two (2) representatives of the Association to attend conferences and conventions of the State and national affiliated organizations (NJEA, NEA, MCEA), or one day at each of two (2) of the named organizations. This leave will not be deducted from personal leave days.

F. NJEA Convention

Each secretarial employee, with the exception of classroom paraprofessionals, shall be given the time necessary to attend the N.J.E.A. convention without any loss in pay or other employee advantage consistent with 18A:31-2.

G. Military Service

Time necessary up to two (2) weeks, for teachers called into military active duty of any unit of the United States Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. The employee shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government.

H. Bereavement Leave

1. Employees may be absent from school without loss of pay for a period not to exceed five (5) consecutive work days within the ten (10) calendar day period immediately following the death

in the immediate family. The immediate family is construed to mean parents, spouse, spouse's parents, children, sister or brother, or other members at the discretion of the Superintendent.

2. Employees may be absent from school without loss of pay for a period not to exceed three (3) consecutive work days within the seven (7) calendar day period immediately following the death of a near relative. A near relative shall be construed to mean a salaried employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law grandmother, grandfather, or spouse's grandparents, or other members at the discretion of the Superintendent.

ARTICLE 15
HOLIDAY AND VACATIONS
CUSTODIAL AND SECRETARIAL EMPLOYEES

A. Holidays

1. Amounts - Secretaries

- a. Twelve-month employees in the Board office shall be entitled to fifteen (15) paid holidays plus paid vacation as noted below.
- b. All other twelve and ten month secretarial employees shall be entitled to all school calendar holidays.

2. Amounts - Custodians

- a. There shall be sixteen (16) holidays.
- b. The following days will be holidays for full-time and regularly scheduled part-time custodial employees:

New Year's Eve
New Year's Day
Easter Monday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

- c. To meet the total of sixteen (16) holidays, there shall be five (5) floating holidays which shall be scheduled in writing by the Board each year.

B. Vacations - Twelve Month Custodial and Secretarial Employees

1. Amounts - Custodians

Full-time and regularly scheduled employees shall be eligible for vacations on the following schedule of service in the district:

1 year through 3 years	-	12 days
3 years through 8 years	-	15 days
Over 8 years	-	20 days

2. Amounts - Secretarial Employees
Full-time and regularly scheduled secretarial employees shall be eligible for vacations on the following schedule of service in the district:

1 year through 3 years	-	12 days
3 years through 7 years	-	15 days
Over 7 years	-	20 days
3. Vacation time prior to one (1) year of service shall be granted on the basis of one (1) day for each accredited month worked.
4. Eligibility When Moving From Ten-Month to Twelve-Month Position - Custodial and Secretarial Employees
For the purposes of determining vacation eligibility, an employee promoted from a ten (10) month position to a twelve (12) month position shall receive prorated service credit.

C. Vacation - Miscellaneous

1. Vacation Eligibility
Vacation eligibility shall be determined as of July 1 of each year.
2. Scheduling of Vacations
Vacation times shall be scheduled to coordinate with work schedules and shall be subject to the approval of the immediate supervisor and Superintendent. Such approval shall not be, unreasonably withheld.
3. Vacation Pay
Pay will be given to employees prior to vacation when a pay day falls during their vacation.
4. Twelve-month secretaries will be permitted to take one (1) week of their vacation during the school year subject to the approval of the Supervisor and the Superintendent. The denial of such a vacation request shall not be subject to the grievance procedure.
5. Custodial employees shall receive no credit for vacation if their separation occurs within the probationary period as defined in Article 2, G.

ARTICLE 16
LONG-TERM LEAVES OF ABSENCE

- A. Unpaid Leave - Family Illness
A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- B. Disability Leave
 1. Any employee who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.

2. All employees anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
3. No employee shall be removed from the employee's duties except upon one of the following:
 - (a) The Board has found that the person is unable or unwilling to perform all normal duties as normally assigned to said employee.
 - (b) The employee is found to be medically unable to continue his/her duties by her/his own physician and the Board's physician or, where these physicians disagree, by a physician jointly selected by the two (2) doctors. The opinion of the selected physician on medical capacity shall be final and binding.
4. The employee requesting a leave under the provisions of Paragraph B. shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
5. The employee requesting leave under Paragraph B. must produce a statement from his or her physician stating that the employee is or will be disabled pursuant to Section B. 1. The statement must include anticipated commencement and termination dates for said disability.
6. The Board may request that its physician, or a physician of its choosing, confer with the employee's physician. The Board may require the employee to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.
7. In all cases where there is a dispute or difference of opinion between the employee's physician and the Board's physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on the third doctor, he or she will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.
8. Where disability leave is requested to commence during the first month of a school year, such leave must commence at the start of that school year.
9. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.
10. The employee may seek an additional unpaid leave of absence of one (1) full school year or less by making application to the Superintendent no later than April 15. The Application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one (1) additional school year. It must be accompanied by a physician's statement pursuant to B.5. During the period of actual disability, an employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.

11. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the person is permitted to return from disability leave.
12. The provisions of B. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any non-tenured employee beyond the end of the school year in which the leave is obtained.
13. Except as provided above, no employee shall be barred from returning to duty after the birth of the person's child solely on the ground that there has not been a specified time lapse between the birth and the employee's desired date of return.
14. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave twenty (20) working days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one (1) month after the birth of a child (whichever date first occurs).
15. If an employee shall file a certificate from her physician that she is disabled beyond the times stated in B.14. as a consequence of an abnormal pregnancy or birth, she shall be paid sick leave for the period of time she is so disabled.

C. Child-Rearing Leave

1. Custodial Employees

- (a) Child-rearing leave may be for a period of up to one (1) year immediately following the birth of the child, but at the Board's option, may be extended to the beginning of the school year or semester next following its anticipated expiration date.
- (b) An employee's return date to employment may be extended for a reasonable period of time, not to exceed two (2) years from its original expiration date, at the person's request, for reasons associated with pregnancy, birth or other related causes.
- (c) Any employee on a child-rearing leave shall inform the Superintendent in writing at least sixty (60) days prior to the scheduled date of return to work concerning her/his intention to return or not return to work on that date. In the absence of such notice, it shall be assumed that the employee will not return.

2. Teachers and Secretarial Employees

(a) Tenured Employees

Child-rearing leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one (1) additional school year. The tenured employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.

(b) Non-tenured Employees

Child-rearing leave shall be granted to non-tenured employees for the balance of the school year (concluding

June 30) in which the child is born. The provisions of b. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the school year in which the leave is obtained.

(c) "Child" Defined

For the purposes of 2.a. child shall be defined as a child less than three (3) years of age. A child shall not have a chronological age exceeding two (2) years and six (6) months, at the time when the employee shall begin his/her child-rearing leave of absence.

(d) An employee on child-rearing leave may be a substitute in the Spotswood Schools.

(e) Any teacher on a child-rearing leave shall inform the Superintendent in writing at least one hundred fifty (150) days prior to the scheduled date of return to work concerning her/his intention to return to work on that date.

In the absence of such notice, it shall be assumed that the employee will not return. Any secretary on a child-rearing leave shall inform the Superintendent in writing at least sixty (60) days prior to the scheduled date of return to work concerning her/his intention to return on that date. In the absence of such notice, it shall be assumed that the employee will not return.

3. Application for Child-Rearing Leave

Application for child-rearing leave shall be made by the employee to the Superintendent at least four (4) months prior to the anticipated birth of the child.

4. Early Return from Child-Rearing Leave

Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.

5. Adoptions

Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of C.1.a./C.1.b or C.2.a./C.2.b. as relevant, which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible and, if not, as soon as practicable. An extension of child-rearing leave to tenured employees may be made under the provisions of C.1. or C.2.

6. In the event of the death of a newborn child within thirty (30) days of delivery or failure to come to successful term, a secretarial, custodial or cafeteria employee who has been granted or is on a child-rearing leave of absence under C.1. or C.2. above shall be permitted to return to work thirty (30) days after the event. Teaching staff members shall be permitted to return to work sixty (60) days after the event if seniority rules permit and if there are ninety (90) or more

days left in the school calendar. Return would be to an appropriate full or part-time position.

- D. The Board agrees that up to one (1) employee designated by the Association may, upon request, be granted a leave of absence without pay for up to two (2) years for the purposes of engaging in activities of the Association or its affiliates.

E. Sabbatical Leaves - Teachers

A sabbatical leave may be granted to an employee for one full school year by the Board for study (provided such study is in an accredited institution of higher learning) or for travel or for other reasons of value to the school system, subject to the following conditions:

1. That denial of a sabbatical leave by the Board shall not be subject to the Grievance Procedure.
2. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two employees at any one time.
3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December 1 and action must be taken on all such requests no later than February 1 of the school year prior to the year for which the sabbatical leave is requested.
4. The employee must have completed at least seven (7) of service in the Spotswood Public Schools
5. An employee on sabbatical leave may be paid by the Board up to fifty percent (50%) of the salary rate which he/she would have received if he/she had remained on active duty if said leave is for study and up to twenty-five percent (25%) if for travel or other reason.
6. Upon return from a sabbatical leave, the employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his absence.
7. Upon return from sabbatical leave, the employee will guarantee to stay in the school system for a minimum of two years. If the employee should decide not to stay for the two year period, such employee must reimburse the Board for the gross salary received during his/her sabbatical. This repayment may be waived at the discretion of the Board. Method of repayment would be decided upon by mutual agreement between the employee and the Board.

- F. A leave of absence without pay of up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, VISTA. National Teacher Corps, or serves as an exchange teacher or overseas teacher, and if a full-time participant in either of such programs, or accepts a Fullbright Scholarship.

- G. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

H. Military Leave - Teachers

1. Military leave without pay shall be granted to any tenured employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

2. Leave without pay may be granted to a tenured employee whose spouse is inducted or enlists in any branch of the Armed Forces of the United States.
- I. Other Leaves - Teachers
Other leaves of absence, with or without pay, may be granted by the Board for good reason or, in the case of emergency leave, by the Superintendent.
- J. Upon Return - Teachers
Upon return from leave granted pursuant to Sections F., G. and H. of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent provided, however, that time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure. See Article 31, B.3.(b) for limitations on military credit.
- K. Miscellaneous - All Leave
All applications for leaves, extensions or renewals of leaves, shall be in writing. Replies to all applications, et cetera, shall also be in writing.
- L. It is herewith understood that, under no circumstances, shall the refusal of a leave under Sections, A., C.2. (non-tenured), D., F., G., and H.2. constitute cause for grievance. Sections 14 and 15 of B. are grievable by all employees.
- M. Any employee returning from unpaid leaves under this Article shall have accumulated sick leave restored upon return. In addition, relevant insurances shall be restored effective the first work day if the employee completes appropriate forms at least sixty (60) days before his/her return.

ARTICLE 17
EMPLOYEE ASSIGNMENT

- A. Notification
 1. Teachers and Custodial Employees
Teachers and custodial employees shall receive their contract and salary status in writing for the ensuing year, no later than May 15.
 2. Secretarial Employees
Secretarial employees shall be notified of the contract and salary status for the ensuing year no later than May 31.
- B. Assignments - Teachers
 1. The Board shall not assign any non-certificated personnel to teach children.
 2. Student teachers, interns and junior practicum students shall not be assigned to any teacher except in accordance with written Board policy.
 3. Non-teaching duties as related to Lunchroom and Playground Chaperones shall be stipulated in written Board policy.

4. Class and/or subject assignments, building assignments and room assignments for the forthcoming year, if possible, will be given not later than June 15. In the event that changes in such schedules, class and/or room assignment are made after June 15, the employee shall be notified as soon as possible in writing.
5. Every effort shall be made to keep to a minimum the number of changes in teaching stations.
6. The Board shall make a reasonable effort to avoid the assignment of a classroom teacher which involves more than one location per day.

C. Assignment Custodial and Secretarial Employees

1. The Board shall provide written notice to employees affected by a change in assignment for the next work year as follows:

Secretaries (12 months)	-	by June 15
Secretaries (10 months)	-	by August 15
Custodians	-	by June 30
2. In the event that changes in such assignment are made after the listed date, the employee shall be notified in writing as soon as possible.

ARTICLE 18
VACANCIES

A. Posting

All vacancies in the system shall be posted on each staff bulletin board in accordance with the following procedure:

1. Teachers
A notice shall be posted in each school indicating the position that is open and the final dates for filing applications. A copy of said notice may be requested by the Association at the time of posting. Employees who desire to apply for such specific vacancies must submit their applications in writing to the Superintendent within the time limit specified on the notice. The Superintendent shall acknowledge the receipt of the application in writing.
2. Custodial, Paraprofessionals and Secretarial Employees
A notice shall be posted in all school buildings as far in advance as practicable, ordinarily at least ten (10) school days before the final date when applications must be submitted. In the event of an emergency situation, no less than five (5) days notice shall be given.
3. Employees who desire to apply for vacancies which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply.

B. Filling of Vacancies

1. Teachers

All qualified teachers shall be given an opportunity to make application and shall be given consideration in the filling of these positions. The Board agrees to give consideration to the professional background and attainments of the applicant as well as other relevant factors. It is understood and agreed that all decisions regarding any transfers and reassignments will ultimately be with the Superintendent of Schools and the Board of Education.

2. Custodial and Secretarial Employees

Advancement of custodial, and secretarial employees desiring reclassification shall be based upon qualifications and seniority. Consideration for advancement from one classification to the next classification shall be afforded to these employees when vacancies occur. The Superintendent shall make the decision after giving due consideration to the employees request and the needs of the district.

C. Miscellaneous - Secretarial Employees

1. When two or more secretarial applicants within the system are finalists for a given position and are equally qualified, the applicant with seniority shall be recommended for appointment.

2. A secretary transferred to a position in a higher salary category shall be placed on the same experience level held in the former position.

D. Miscellaneous - Custodial Employees

The custodial employee will be given a thirty (30) day period to acquire such skills and proficiencies as are required in the next higher or lower classification and the employee has demonstrated capability in performing duties specified in the requirements of the higher or lower classification. The Superintendent shall make the decision after giving due consideration to the employee's request and the needs of the district.

ARTICLE 19

TRANSFERS AND REASSIGNMENTS

A. Involuntary

1. Teachers

(a) No teaching vacancy shall be filled by means of involuntary transfer or reassignment if, in the judgment of the Superintendent, there is a volunteer of equal qualification available to fill the position.

(b) Notice of an involuntary transfer or reassignment shall be given in writing to teachers as soon as practicable and, except in cases of emergency, no later than June 15.

(c) An involuntary transfer or reassignment shall be made only after the teacher has been notified of the reason therefore, by the Superintendent. In the event that a teacher objects to the transfer or reassignment, upon the request of the teacher the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

- (d) Those teachers being involuntarily transferred or reassigned shall be placed only in a position that is in the scope of his/her certification, which does not involve a reduction in total compensation.
- (e) Teachers being involuntarily transferred or reassigned from their present assignment shall be given preference over those seeking voluntary transfer or reassignment.

2. Custodial and Secretarial Employees

(a) Use of Voluntary Request

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position as determined by the Superintendent.

(b) Notice

(1) Custodial Employees

Notice of an involuntary transfer or reassignment shall be given to custodial employees as soon as practicable and, except in cases of emergency, not later than June 30.

(2) Tenured Secretarial Employees

Tenured secretarial employees notified of a change in their status by the Superintendent or his designee shall have five (5) days within which to request in writing, from the Superintendent, a written statement of reasons for the change in status of said employee.

B. Voluntary - Teachers

- 1. The Superintendent shall notify all teachers of vacancies for the following year by June 1st. A notice of transfer or reassignment shall be made to teachers as soon as practicable and no later than August 15.
- 2. The wishes of the individual teacher may be honored when there is a vacancy and to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, as determined by the Superintendent of Schools.

C. Voluntary - All Employees

Employees who desire a change in grade and/or subject assignment or position or who desire to transfer to another building may file a written statement of such desire with the Superintendent and the building principals. Such statements shall include the grade and/or subject to which the teacher desires to be assigned or the position to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

ARTICLE 20
EVALUATION

A. Teachers

1. Non-tenured Teachers

- (a) Non-tenured teachers shall be observed by their immediate supervisors at least three times each school year, to be followed in each instance by a written evaluation report. A follow-up conference between the teacher and the immediate supervisor must be held for the purpose of identifying any deficiencies and extending assistance for their remediation and the improvement of instruction.
- (b) The non-tenured teacher shall have the right to attach to the written evaluation his/her remarks and reaction within ten (10) days following the conference.

2. Tenured Teachers

Tenured teachers shall have the right to attach to the written evaluation his/her remarks and reaction to such report.

3. All Teachers

- (a) A teacher shall be evaluated only by persons certified by the New Jersey State Board of Examiners, to supervise instruction, or by others otherwise permitted by NJSA 18-A.
- (b) Conferences following observations shall normally be held with the teacher within six (6) school days of the observation. Such conferences are intended to review pertinent factors relating to the strengths and weaknesses of the teacher's performance. In each of the areas where deficiencies are indicated, the administrators shall offer their assistance for correction and the improvement of instruction.
- (c) A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- (d) Complaints against teachers must be handled according to the procedure as written in Board of Education policy.

B. Custodial Employees

1. Frequency

Custodial employees shall be evaluated by their designated evaluators at least twice in each school year, to be followed in each instance by a written evaluation report. If requested by the employee, there shall be a conference between the custodial employee and his/her designated evaluator for the purpose of identifying any deficiencies and extending assistance for their remediation. Such evaluation in each instance shall consist of at least one (1) observation of at least fifteen (15) minutes.

2. A custodial employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the custodial employee's file or otherwise acted upon without prior conference with the custodial employee. No custodial employee shall be required to sign a blank or incomplete evaluation form.

C. Secretarial Employees

1. Frequency

(a) All non-tenured secretarial employees shall be evaluated by supervisory personnel at least twice a year. The evaluation shall be reviewed with each secretarial employee and a copy placed in the secretarial employee's file.

(b) Tenured secretarial employees shall be evaluated at least once a year as above.

2. Formal evaluation performed for the purpose of recommendations for retention or improvement shall be conducted only by administrators and/or immediate supervisors.

3. A secretarial employee shall be given a copy of any evaluation report prepared by the evaluator before any conference to discuss it. Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the secretarial employee has reviewed the report. The secretarial employee shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement.

D. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

- E. Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance. After severance of an employee, documents and/or other material may be placed in the personnel file of an employee. Prior to such placement, the Administration shall provide a copy of said material to the former employee's last known address. The former employee may file a statement under Article 23, B. within fifteen (15) calendar days of receipt of the copy.

ARTICLE 21

PERSONNEL RECORDS

- A. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. Such review must take place in the presence of the Superintendent or his/her designee. It is understood that the employee may or may not be granted instant access to his personnel file, depending upon business previously scheduled in the Superintendent's office. If instant access is not possible, the employee shall receive a definite appointment from the Superintendent or his/her designee to review the employee's file.
- B. The employee shall have the right to submit a written statement concerning material and items in his/her file. This statement shall be reviewed by the Superintendent or his/her designee and attached to this appropriate material.
- C. The employee shall acknowledge that he/she has had access to material in his/her file by affixing his/her signature, date and time of examination of said file.
- D. Although the Board agrees to protect confidentiality of personal references and other similar documents, it shall not establish any personnel file which is not available for the employee's inspection.
- E.
 - 1. Nothing shall be placed in an employee's personnel file without the employee's knowledge. An employee shall be asked to sign a statement that he/she has seen such material but his/her refusal to sign such a statement will not prohibit placement of the materials in the file.
 - 2. No evaluation, correspondence, or other material making reference to an employee's competence or actions shall be placed in the personnel file without the employee's knowledge and right to attach their written comments.

ARTICLE 22
NON-TEACHING DUTIES

A. Intent

Teacher duty periods shall be confined to student supervisory items, including safety and health issues.

B. Application

1. Teachers shall not be required to collect money from students during any school day. Conversely, no teachers should take it upon themselves to exact any money from students for the purposes of class activities or projects, unless specifically approved by the Superintendent.
2. It is understood that the teachers may be asked to relay money or a check, such as for student insurance, to the school office in sealed envelopes or containers. It is expressly understood that in such instances the teacher shall not have to count the money of the individual student or the class tally as a whole.

ARTICLE 23
REPORTING OF ASSAULTS

- A.
1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.
 2. Upon receiving this report, the principal or immediate supervisor shall notify the Superintendent who may comply with any reasonable request from the employee's counsel for information in the possession of the Superintendent of Schools relating to the incident or the persons involved.
 - a. The Board shall give full support, including legal assistance, for any assaults upon an employee, while acting in the discharge of his/her duty.
 - b. When absence arises out of, or from such assaults, or injury, the employee shall be entitled to full salary and any other benefits for the period of absence, but shall not forfeit any sick leave or personal leave. The length of such an absence shall be determined on the advice of a medical doctor designated by the Board, and paid by the Board, in order that the employee may qualify for the benefits and considerations specified herein.
 - c. The parties agree that assaults which occur between District employees are not covered by 2.

3. Although the Board shall designate and pay the medical doctor certifying the length of such an absence, said doctor shall not provide any professional advice or treatment to the employee.

ARTICLE 24

PROTECTION OF TEACHERS AND STUDENTS

A. Reasonable Force

As specified in 18A:6-1, a teacher may, within the scope of his employment use and apply such amount of force as is :reasonable and necessary; to quell a disturbance threatening physical injury to others; obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self defense; and for the protection of persons and property.

B. Medical

The Board shall reimburse teacher for the cost of medical, surgical or hospital services incurred as a result of any injury sustained in the course of his employment, while enforcing or applying an Article or provision of this Agreement or acting under the directive of the teacher's immediate supervisor or the Board of Education. Such benefits shall be paid from the Board's workmen's compensation policy.

ARTICLE 25

PROTECTION OF SECRETARIAL EMPLOYEES AND PROPERTY

- A. Secretarial employees shall not be required to work under unsafe or hazardous conditions. Such conditions shall be referred immediately to the building principal for appropriate action.
- B. The Board shall give full support including legal and other assistance under the following entitlements:
 1. 18A:30-2.1 (Payment of Sick Leave for Service Connected Disability)
 2. 18A: 16-6. (Indemnity of Officers and Employees Against Civil Actions)
 3. 18A: 16-6.1 (Indemnity of Officers and Employees in Certain Criminal Actions)

ARTICLE 26
SUBSTITUTES

- A. Employees shall call the telephone answering service as soon as possible or no later than 7:00 a.m. or as soon thereafter on the date of absence, to report unavailability.
- B. The Board shall provide substitutes for all personnel represented by this Agreement, including "special teachers" and nurses on such days as such approved substitutes are available except for those noted below. Compensatory education teachers at the elementary level, guidance counselors, social worker, speech correctionist, Title I and the LDTC are not covered by the above provision.

ARTICLE 27
REIMBURSEMENT FOR DAMAGE

- A. Reimbursement for Personal Property Damage
 - 1. An employee shall be reimbursed within the limits of C. below by the Board's insurance company or by the Board for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while employee was acting in the discharge of his/her duties within the scope of his employment. Each item for which compensation is requested must be reported to the building principal or immediate supervisor within three (3) days of the assault. This time limit must be met unless the employee is incapable of filing such report as a result of the assault.
 - 2. An employee shall also be reimbursed within the limits of C. below for malicious damage done to his/her passenger vehicle parked on Board of Education property, while that employee is required to be present on Board property, as a function of his/her position as an employee. Reimbursement shall only be made for damage not covered by the employee's personal insurance carrier.
 - 3. The clothing or personal property damaged or destroyed shall have been of such a character that would be considered common to the daily exercise of the employee's assignment.
- B. In order for an employee to be eligible for reimbursement under A. above, he/she must do the following:
 - 1. Immediately, upon learning of the damage, inform the principal.
 - 2. Allow the principal to make a visual inspection of the damage.
 - 3. Obtain and present to the Business Administrator copies of repair estimates.
 - 4. Provide to the Business Administrator certification that said damage has been repaired and the cost of that repair.

5. Complete required sections of the district and state vandalism report.
 6. Inform the Business Administrator of the terms of the employee's car insurance provisions.
 7. Provide the Business Administrator with a copy of the local police report.
- C. Payments under A.1, and A.2 above shall be limited to \$300 per occurrence. Total Board liability under A. and B. above shall be limited to \$3,500 during the term of this Contract.

ARTICLE 28
FACILITIES

A. Facilities

In each operating school of the district, staff facilities shall be made available to employees for the purposes of preparation, reflection, socialization and eating. Any member of the staff of the Spotswood Public Schools may use these facilities.

- B. 1. Copies shall be available exclusive for each teacher's use, of all texts used in the course he/she is to teach.
2. A chalk board/marker board shall be available in classrooms.
- C. Employees shall have freedom of access during the regular school hours to all areas designated for the staff. Access to school facilities during non-school hours may be permitted under special circumstances by the appropriate administrator.

ARTICLE 29
SALARY AND SALARY PROCEDURES

A. Salary Guides

Salary guides for those employees so covered are contained in Appendixes A.1 through D.2 attached.

B. Salary-Provisions - Teachers

1. New teachers will be placed on the step which is commensurate with the employee's experience within the terms of Sections 3.a, 3.b, 3.c and 3.d. below.
2. Effective July 1, 2005, compensatory education Basic Skills Teachers shall be paid at the rate of \$40.00 per hour. Effective July 1, 2006, this rate shall be \$41.00 per hour. Effective July 1, 2007, this rate shall be \$42.00 per hour. The parties agree that if the Supreme Court rules, during the

term of this Contract, that Comp Ed and Basic skills teachers must be placed on the salary guide negotiated for all other teachers under the contract, such employee(s) shall be placed on said guide retroactive to the first workday in the contract year in which the Court issues its final decision.

3. Guide Credit

a. Teaching experience: Upon initial employment applicants may be placed on the guide at a step equal to their years of teaching experience in a duly accredited school, up to step 13 on the guide.

Non-teaching experience: Upon initial employment applicant may be placed on the guide at a level equal to their years of experience, in the related field, up to step 11 on the guide.

All of the above is at the discretion of the Board, and this provision is valid only for the periods covered under this agreement.

b. Credit for military experience shall be given in the following manner.

(1) Credit for military experience shall not exceed four (4) years on the guide.

(2) Military experience shall be included with previous teaching experience so that the total of both will not exceed the maximum step on the salary guide.

c. A teacher may be given credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship upon initial employment. Refusal of such credit shall not be subject to the grievance procedure after the teacher is employed. Such credit, if given, shall be included with previous teaching experience and military experience. In no event shall any teacher be placed above the top step of the salary guide.

d. In no case, may a teacher be placed higher than the top step of the guide.

e. (1) Teachers with previous experience in the Spotswood Public Schools shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience and military experience up to the maximum set forth in Sections B.3.a. and B.3.b. To receive credit for a full year's teaching experience, a teacher must have taught at least one hundred (100) days in a duly accredited school.

(2) Teachers who leave Spotswood for Peace Corps, VISTA, or National Teacher Corps work, or to spend time on a Fulbright Scholarship shall, upon returning to Spotswood, receive up to two years credit for this work. Such teachers who have not been engaged in other

teaching or the other activities indicated above shall, upon returning to the district, be restored to the next position on the salary schedule above that at which they left.

4. Miscellaneous

- a. At the discretion of the Superintendent, all previously accumulated sick leave days may be restored to returning teachers who have previously taught in Spotswood. This is not subject to the grievance procedure.
- b. Teachers with previous teaching experience in the Spotswood Public Schools who had tenure may, upon returning to the district, have their tenure restored at the discretion of the Board.
- c. Each teacher who is on the salary guide shall be placed on his/her proper step of the salary schedule at the beginning of each school year.
- d. Employees may advance from one column to the next on either September 1 or on February 1. In order to make such movement, the employee shall provide the Superintendent with all necessary information by August 15 or January 15, respectively.
- e. In order to be eligible for an increment, a full-time or daily-employed part-time teacher must have worked and/or been on approved paid leaves of absence under the terms of this contract for ninety-three (93) or more days during the contract year. In the case of a full-time teacher who is employed less than five (5) days per week an increment shall be granted on the September 1 following the completion of the 93rd day of employment. For example such an employee who works three days per week would work about 110 days in a year and be eligible for an increment the following September 1. A teacher who works two days a week would work only about 74 days and, while not eligible for an increment the following September 1, would qualify for an increment at the end of the second year, if continuously employed. (74 days x 2 years = 148). Only days worked after September 1, 1984 qualify such teachers for an increment. If there are days over and above the required 93 days at the time an increment is granted to such an employee, the excess time earned in that year will not count towards the next increment.

C. Custodial and Secretarial Employees Procedure for Withholding; Employment or Adjustment Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties.

D. A new secretarial employee shall be defined as an employee who has had no prior experience whatsoever in the Spotswood School system. However, the Board shall determine salary after equating the type of experience in preceding positions with the requirements of the position in the school system.

E. Increments - Custodial and Secretarial Employees

1. For a custodial or secretarial employee to be considered for an increment, she/he shall be in a pay status for one-half (1/2) the scheduled work days in the contract year.
2. Effective with the 1993-1994 year, part-time custodians who meet the terms of Article 31, shall move up one step each year.

F. Pay Procedures

1. Employees will be paid twice monthly, on the 15th and the last day of the month. If the 15th or the last day of the month falls on a weekend or on a holiday, the employee will be paid on the working day preceding the weekend or holiday.
2.
 - a. In the month of June, the second check for teachers will be paid on the day the teachers are dismissed for the summer. Any change in the above procedure will be done after consultation with the Association.
 - b. In the month of June, the second check (final pay) will be paid to custodial and secretarial employees on June 30th.
3.
 - a. Regularly scheduled employees employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. However they shall have the option to be paid in twenty-four (24) semi-monthly installments
 - b. Regularly scheduled employees employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
4. Year-long stipends shall be paid in two equal installments.
5. Effective July 1, 1997, there shall be a direct deposit system for paychecks under the following terms:
 - a. Direct deposit will be in effect as long as the Spotswood School District bank which handles payroll can accommodate such an approach.
 - b. Direct deposit will only be made to employees' banks which are equipped.

- c. There will be one sign-up period each year for all employees. New employees may sign up upon employment with a starting date as soon as the request can be accommodated.
- d. Direct deposit will consist of one deposit to one bank per employee.
- e. The Association understands that direct deposit may require earlier District cutoffs of payroll, overtime, etc. and that some payments and changes may be delayed to another pay period.
- f. The Association understands that a direct deposit system does not guarantee that money will be immediately available to an employee on the pay date. Availability of monies depends upon bank rules. The Board is not responsible for any delays not in its control.

ARTICLE 30
MISCELLANEOUS COMPENSATION

A. Teachers

1. Co-Curricular Compensation

- a. Co-curricular compensation is set forth in guides contained in Appendix E. attached.
- b. The Board does not view the involuntary assignment of extra-curricular activities as a desirable practice. While circumstances may require such an approach on a case-by-case basis, the Board strongly prefers voluntary assignment.
- c. Every effort will be made to fill all new or vacant coaching and extra pay positions with qualified personnel who are members of the teaching staff.
- d. The Board and the Association agree that extra-curricular activities are educationally worthwhile.
- e. Initial placement on the appropriate guide is within the discretion of the Board. Such decisions are not subject to arbitration.
- f. The Board shall inform the Association in writing upon an appointment to any of the following positions of the name of the appointee, the step upon which he or she was placed and the rationale for such placement.

- g. Experience as an assistant coach in a sport or as Assistant Band Director shall be credited on a two for one basis toward the head coach guide in the sport or the Band Director guide.
- h. On Appendix E.1 and Appendix E.2 Level I represents zero (0) through four (4) years' experience. Level II represents more than four (4) years of experience.

2. Special Stipends:

- a. The LDTC and social worker shall, in addition to the correct step placement on the guide, receive a stipend annually to compensate for related duties. The stipend shall be \$4,030 for 2005-2006, \$4,152, for 2006-2007, \$4,277, for 2007-2008.

3. Payment for Transportation

Teachers who are required to use their own automobiles in the performance of their duties shall be reimbursed for such travel at the IRS mileage rate in effect when the travel is carried out.

- 4. Any regular classroom teacher who conducts a regular in-service course or workshop will receive a \$52 fee per presentation.
- 5. Teachers who provide home instruction shall be paid \$41.00 for 2005-2006, \$42.00 for 2006-2007 and \$43.00 for 2007-2008 per hour and will receive the IRS mileage rate.
- 6. Teachers who, at the request of their supervisor or principal subject to the approval of the Superintendent, work during the summer on teaching related matters that include but are not limited to curriculum writing shall be paid as follows: 2005-2006 \$30.00 per hour, 2006-2007 \$30.00 per hour, 2007-2008 \$30.00 per hour.

B. Custodial Employees

1. Night Work

Night work compensation shall be over the step on which the employee's salary is based. It shall be prorated on a twelve (12) month basis. The annual compensation shall be \$1,334 for 2005-2006, \$1,374 for 2006-2007 and \$1,414 for 2007-2008.

- 2. After two (2) continuous days of work as a maintenance employee, any custodial employee shall receive the next highest salary rate for the duration of his/her temporary work assignment as a maintenance employee.

3. Each full-time and regularly scheduled part-time employee will be provided with uniforms, safety shoes and associated work clothes annually at Board expense not to exceed \$400. Purchases of uniforms and shoes must be through a board approved provider, and approved by either the Supervisor of Buildings and Grounds or the Business Administrator. The Board will make raingear available in each building. Uniforms must be worn.
4. There shall be a tool allowance for maintenance employees of \$179.
 - a.
 - (1) Money to be used for necessary hand tools.
 - (2) Board must receive proof of purchase for such tools.
 - (3) Mislaid, missing or damaged tools are the responsibility of the employee.
 - (4) The Board shall maintain, in a central location, manuals for all machines and tools used in common.
 - b. The tool allowance shall be prorated for regularly scheduled part-time employees.
 - c. Effective upon mutual ratification of the 1991-1993 Agreement, new maintenance employees shall not receive the allowance listed under 4.
5. Newly-hired custodial employees shall receive the allowance for uniforms and shoes under 3 above upon completion of the ninety (90) day probationary period. Thereafter, allowances shall be paid on the anniversary, date of the 91st day of employment.
6. Black Seal License holders shall receive \$424 for 2005-2006, \$437 for 2006-2007 and \$450 for 2007-2008. This stipend shall be paid to a regularly scheduled part-time employee if the Board requires the employee to maintain the License.
7. The position of Head Night Custodian will be paid a stipend as per the guide shown in Appendix C. This position exists at the sole discretion of the Board and can be removed at any time. The removal of this position by the Board is not grievable or arbitrable during the term of this contract.

C. Secretarial Employees

1. Any secretarial employee, with the exception of classroom aides, who has completed his/her (10th) year of service in the district, shall receive a longevity stipend of \$303 for 2005-2006, \$312 for 2006-2007 and \$321 for 2007-2008 per year. Such employees who have completed their fifteenth (15th) year of

service shall receive a longevity stipend of \$424 for 2005-2006, \$437 for 2006-2007 and \$450 for 2007-2008 per year.

2. A classroom paraprofessional who has completed his/her tenth (10th) year of service in the district shall receive a longevity payment of \$.30 per hour for 2005-2006; \$.30 per hour for 2006-2007 and \$.30 per hour for 2007-2008. Only time worked in the job titles "Learning Associate", "Instructional Paraprofessional" or "Classroom Paraprofessional" shall be credited toward longevity.
 3. A secretarial employee is eligible for longevity under 1. and 2. effective on the first work day of the pay period beginning after the employee's appropriate anniversary date.
 4. "Service in the District" is defined as continuous service to the district in a unit position. Approved leaves shall not constitute a break in service but the length of such leaves shall not be credited towards the time needed for this benefit.
 5. A clerk typist who is assigned and assumes the duties of a secretary who is absent for reasons other than vacation and who has not been replaced by a substitute shall receive \$10.00 per day in addition to her/his salary for each day worked provided that the clerk-typist assumes such additional duties for five (5) consecutive days. Payment will be retroactive to the first day of the assumption of the additional work.
 6. A para-professional who is required to attend a faculty meeting beyond her/his regular work hours shall receive her/his hourly rate of pay for such attendance.
- D. When employees, except for those covered by A.3 above, use personal vehicles for authorized Board business on an incidental basis they shall be reimbursed at the I.R.S. rate for business mileage.

ARTICLE 31

HEALTH INSURANCE

- A. Health/Hospitalization Insurance
1. The Board shall provide health insurance, major medical coverage, prescription (provided through major medical) and dental to all eligible employees and their families according to their eligibility.
 2.
 - a. For all employees hired prior to December 1, 2002, the Board paid plan will consist of a \$20 office visit co-pay with a 80%/20% major medical co-insurance for out of network providers.
 - b. For all employees hired prior to December 1, 2002, working 30 hours or more per week, the following annual contributions will apply:

For the year 2005/2006:	Single	\$140
	Parent/child	\$200
	Husband/wife	\$300
	Family	\$350

For the year 2006/2007	Single	\$175
	Parent/child	\$250
	Husband/wife	\$375
	Family	\$435

For the year 2007/2008	Single	\$215
	Parent/child	\$315
	Husband/wife	\$465
	Family	\$545

c. For all employees hired prior to December 1, 2002, working 20 hours or more a week and less than 30 hours a week, the following annual contributions will apply:

For medical, major medical prescription and no dental:

For the year 2005/2006:	Single	\$100
	Parent/child	\$160
	Husband/wife	\$180
	Family	\$210

For the year 2006/2007:	Single	\$105
	Parent/child	\$175
	Husband/wife	\$225
	Family	\$260

For the year 2007/2008:	Single	\$130
	Parent/child	\$190
	Husband/wife	\$280
	Family	\$325

If any of those eligible working 20 hours or more but less than 30 hours choose to take the dental coverage, contributions will apply as follows:

For the year 2005/2006:	Single	\$140
	Parent/child	\$200
	Husband/wife	\$300
	Family	\$350

For the year 2006/2007:	Single	\$175
	Parent/child	\$250
	Husband/wife	\$375
	Family	\$435

For the year 2007/2008:	Single	\$215
	Parent/child	\$315
	Husband/wife	\$465
	Family	\$545

d. For all employees hired prior to December 1, 2002, the deductible will be \$100 individual, parent/child and husband/wife and \$200 family coverage.

3. a. For all employees hired on or after December 1, 2002, the Board paid plan will require a co-pay of \$30 per visit with 70%/30% major medical co-insurance for out of network providers.

b. The contributions for all employees hired after December 1, 2002, meeting eligibility of 30 working hours per week or more will be the following:

For the year 2005/2006:	Single	\$265
	Parent/child	\$385
	Husband/wife	\$575
	Family	\$670

For the year 2006/2007:	Single	\$330
	Parent/child	\$480
	Husband/wife	\$715
	Family	\$835

For the year 2007/2008:	Single	\$415
	Parent/child	\$600
	Husband/wife	\$895
	Family	\$1,045

c. For all employees hired on or after December 1, 2002, meeting eligibility criteria, deductible amounts will be \$300 individual, parent/child, husband/wife, and \$600 deductible for family coverage.

B. All contributions will be payroll deductions and pre-tax in an approved Chapter 125 plan.

C. Miscellaneous

1. Should the Board decide to change insurance carriers, it shall do so under the following stipulations:

a. Financial benefit of the new carrier, or carriers, shall be no less than under the present carrier.

b. Financial benefits of the new carrier, or carriers, shall include benefit payments to be paid by the carrier directly to the medical service (hospital, doctor, laboratory, et cetera).

c. Any change in the carrier, or carriers must first be discussed with the Association.

2. The Board shall provide to each employee a description of the health care insurance coverage provided under this section, no later than the beginning of each school year, which shall

include a clear description of conditions and limits of coverage as listed above.

3. The Board will establish an approved Chapter 125 plan and employees may opt out of the Health insurance plan with the premium being split 50% retained by the Board and 50% to the employee provided an opt out enrollment of 25 members or more is maintained. If the number of employees opting out is or falls below 25, the Board reserves the right to revert back to the 75%/25% pay out for all members opting out. As a result of a "lifechange" (birth, death, divorce, loss of primary medical benefits) an employee will have the opportunity to enter the medical plan provided by the board but will forfeit the compensation listed above. The employee must first inform the Business Office of their situation. As the result of a "lifechange", the employee may re-enroll in the medical benefits program at any time during the year.
4. An employee may re-enroll in the medical benefits program without having a "lifechange" during the open enrollment period - October 1 through October 31. However the benefits will not take effect until the following school year. Note: For example - if the employee enrolls in October 2005, their benefits will begin in September 2006.
5. An employee may opt out of the medical benefits program at any time during the year upon completion of the medical benefits waiver form (this form can be obtained from the Business Office) and submission of this form and a copy of the employee's current medical insurance card. The amount of compensation that the employee would receive will be prorated depending upon when they waive their benefits. If an employee has never been enrolled in the benefits program or is a new employee, they shall be entitled to waive benefits for single coverage only.

ARTICLE 32
TUITION REIMBURSEMENT

A. Teachers

1. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshop, seminars, conferences, in-service training sessions, or other such sessions which a presently certified employee is required by the Administration to take. This does not cover courses necessary for certification.
2. Tuition Reimbursement for Professional Development
The purpose of the Section shall be to encourage teachers to enhance their instructional skills and competencies. A teacher will be reimbursed for 100% of tuition fees, not exceeding a maximum of \$2,000.00 providing:

- a. Application for approval of courses is made in writing to the Superintendent before such course work is undertaken;
- b. The courses are undertaken not to produce a maximum credential for any position,
- c. The course(s) must relate directly to the teacher's present assignment and certification and is (are) deemed to be of potential benefit to the district;
- d. Reimbursement for approved courses will be authorized when the teacher presents a transcript indicating a minimum performance standard of "B" or its equivalent;
- e. The Superintendent's decision on all such applications is discretionary and non-grievable;
- f. The annual maximum for Basic Skills teachers is \$350 except that the tuition reimbursement amounts contained in 2. above shall be effective on the first day of the year (July 1 - June 30) in which the Supreme Court rules that Compensatory Education and Basic Skills Teachers must be placed on the salary guide negotiated for all teachers. Reimbursement shall be prorated to actual hours worked. In any event, the minimum tuition reimbursement of part-time Compensatory Education and Basic Skills Teachers shall be \$350, if otherwise eligible.

B. All employees may attend the Spotswood Adult School tuition-free if there is available space in the desired course. Decisions as to whether specific courses will be offered shall rest solely with the District.

C. Secretarial Employees

Tuition reimbursement will be implemented for secretarial employees at the sum of \$350 per year. Course reimbursement will be provided secretarial employees as it directly relates to professional duties and is (are) deemed to be of potential benefit to the District. Prior approval must be secured before payment shall be authorized. The Superintendent's decision is discretionary and nongrievable.

D. Custodial Employees

Tuition reimbursement will be implemented for custodial employees at the sum of \$500 per year. Course reimbursement will be provided custodial employees as it directly relates to professional duties and is (are) deemed to be of potential benefit to the District. Prior approval must be secured before payment shall be authorized. The Superintendent's decision is discretionary and nongrievable.

ARTICLE 33
DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agree: upon proper individual written authorization made to the disbursing officer designated by the Board, to deduct from the salary of such individuals dues for the Spotswood Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with N. J. S. 52:14-15.9 (e) and, the regulations promulgated by the State Department of Education.
2. All monies so deducted shall be paid over to any one such Association as shall certify to the Board, in writing, that it shall assume full responsibility and liability for disbursing all monies due to each of the other Associations in a timely manner. Such collection Association shall agree to indemnify and hold harmless the Board from any errors, omissions, failures, mistakes or loss resulting from such Association's collection of monies due to itself and the other Associations.
3. The disbursing officer of the Board shall pay over all monies collected to the collecting Association by the 15th day of the month following the month in which the deduction is made.
4. 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 of such change at least forty (40) days prior to the effective date of such change.
5. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
6. Any written authorization for the deduction of dues may be withdrawn by an individual employee at any time filing a written notice of the withdrawal with the disbursing officer designated by the Board. The filing of the notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which the notice of withdrawal is filed.

B. There shall be an agency fee system under the following terms:

1. Determination of Fee

Prior to the beginning of each academic 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 the academic year. The agency fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Deduction and Transmission of Fee

a. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with b. below. Substitutes are excluded from the agency fee obligation.

b. Payroll Deduction Schedule

The Board will deduct the agency fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question. Newly-employed unit members shall not be required to pay the agency fee for the first thirty (30) days of employment.

c. Termination of Employment

If any employee terminates his or her employment with the Board before the Association has received the full amount of the agency fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

d. Employees who leave during the work year whether they voluntarily pay dues or are agency fee payers shall be treated identically with regard to the payment of dues/fees. Upon termination of employment, the disbursing officer shall deduct any remaining amount owed under the terms of statute for the current work year.

e. Mechanics

The mechanics for the deduction of agency 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.

3. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

C. Employees may participate in the Southern Middlesex County Teacher Federal Credit Union pursuant to the Credit Union's rules.

ARTICLE 34
MENTORING

- A. The teacher, by definition, and known as mentor teacher, shall be paid in accordance with the state guidelines, and this said stipend shall be in addition to the mentor teacher's salary as provided in the salary guide. In the event the State discontinues funding of the mentoring program, it will be the responsibility of the teacher being mentored to pay the stipend directly to the mentor teacher (s).
- B. In the event that the mentoring process is conducted by an entire department at the secondary level or an entire grade level at the elementary schools, all members will share equally in the mentoring stipend.
- C. Administrators will, under no circumstances, ask teachers to comment upon or evaluate, formally or informally, the mentoring candidate.

ARTICLE 35
PUPIL ASSISTANCE COMMITTEE

Regulations adopted by the State Board of Education on July 1, 1992, shall define the scope, limitations, procedures, and membership of Pupil Assistance Committees.

ARTICLE 36
MISCELLANEOUS PROVISIONS

- A. General
 - 1. The Superintendent shall make available a district personnel directory annually which shall be available to each staff member. Said directory shall list each staff member, address, available telephone number and district assignment.
 - 2. Each party shall equally share the cost of reproducing this Agreement. This Agreement shall be given to all employees covered by this Agreement.
 - 3. If any 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 provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

4. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so at file following address:

a. If by Association, to the Board at
Administrative Offices
105 Summerhill Road
Spotswood, N.J. 08884

b. If by the Board to Association at the school address of the Association President.

B. Teachers

Except as this Agreement provides, all sections of this Agreement applicable at the beginning of this Agreement, shall remain in force for the full duration of said Agreement. Unless otherwise indicated, nothing in this Agreement shall be interpreted to eliminate from any teacher benefits or reduce or detract any teacher benefits existing within this Agreement and provided by statute.

C. Custodial Employees

1. Snow Days: At the discretion of the Superintendent, any custodial employee not reporting to work will lose a day's pay.
2. The Board will schedule an in-service day for maintenance men, groundspersons, and custodians.
3. All buildings will be equipped with an appropriate number of lockers for full time custodial employees.

ARTICLE 37

DURATION

- A. The provisions of this Agreement shall become effective on July 1, 2005, and shall continue and remain in full force and effect until June 30, 2008.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2005.

FOR THE ASSOCIATION:

FOR THE BOARD:

President

President

Secretary

Secretary

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