

A G R E E M E N T

Between

SHREWSBURY BOROUGH BOARD OF EDUCATION

and

SHREWSBURY BOROUGH TEACHERS' ASSOCIATION

July 1, 1995 through June 30, 1998

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
I RECOGNITION	1
II GRIEVANCE PROCEDURE	1
III TEACHER RIGHTS	4
IV TEACHER WORK YEAR	4
V TEACHING HOURS AND TEACHING LOAD	5
VI NON-TEACHING DUTIES	7
VII TEACHER EMPLOYMENT	7
VIII SALARIES	7
IX TEACHER ASSIGNMENT	8
X VOLUNTARY TRANSFERS AND REASSIGNMENTS	9
XI INVOLUNTARY REASSIGNMENTS	9
XII PROMOTIONS	10
XIII HOME INSTRUCTION	10
XIV TEACHER EVALUATION	10
XV COMPLAINT PROCEDURE	11
XVI TEACHER FACILITIES	12
XVII DEDUCTION FROM SALARY	12
XVIII LEAVES	15
XIX EXTENDED LEAVE OF ABSENCE	17
XX INSURANCE PROTECTION	17
XXI REIMBURSEMENT	18

XXII	MISCELLANEOUS PROVISIONS	19
XXIII	DURATION OF AGREEMENT	20
	SALARY GUIDE 1995-1996	21
	SALARY GUIDE 1996-1997	22
	SALARY GUIDE 1997-1998	23
	STIPEND SCHEDULE	24
	ADDENDUM	25

PREAMBLE

This Agreement entered into this 1st day of July, 1995, by and between the Board of Education of the Borough of Shrewsbury, New Jersey, hereinafter called the "Board," and Shrewsbury Borough Teachers' Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

Be It Resolved, by the Shrewsbury Borough Board of Education, pursuant to Chapter 303, as amended, of the Public Laws of 1968, that the Board herewith recognizes the Shrewsbury Borough Teachers' Association as the majority representative for collective negotiations concerning the terms and conditions of employment for all full-time professional and certified teachers and part-time teachers whose regular assignment is 60% of the full work week or more, with the exception of personnel whose duties include administration and supervision.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by a teacher that there has been a personal loss, injury, or inconvenience because of misinterpretation or misapplication of the contract regarding an employee's terms and conditions of employment.

A grievance to be considered under this procedure must be initiated within forty-five (45) calendar days from the time when the teacher knew or could have reasonably been expected to know of its occurrence.

B. Procedure

1. Any teacher who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within ten (10) school days, he/she shall set forth his/her grievance in writing to the Superintendent, specifying the following:
 - a. The nature of the grievance and the injury, loss or inequity suffered.
 - b. The contractual or statutory provision claimed to have been misinterpreted

or misapplied.

- c. The remedy requested.
3. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision, in writing, with reasons, within ten (10) days to the employee.
4. If the grievance is not resolved to the grievant's satisfaction, he/she may within ten (10) school days request a review by the Board of Education. The request shall be submitted in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and in its discretion may hold or waive a hearing. If not waived, a hearing will be held with the grievant(s) within thirty (30) calendar days and a decision will be rendered in writing within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing (whichever comes later).
5. If the grievance is not resolved to the grievant's satisfaction and that of the Association at the Board level, the Association may so notify the Board through the Superintendent. Grievances based solely on a claimed misinterpretation, misapplication or violation of the express written terms of this Agreement may be submitted to arbitration within forty-five (45) days following the decision rendered by the Board. The following procedure will be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
6. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The decision of the arbitrator shall be final and binding. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, to the terms of the Agreement or of applicable law. Only the Board and the aggrieved or his/her representative shall be given copies of the arbitrator's award.
7. In the case of any grievance, and particularly in the case of a grievance involving any of the following points, the grievant shall have a right of appeal to the Commissioner of Education:

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or on which he/she has previously ruled or has the power to rule or any matter which according to law is either beyond the scope of Board authority or is limited to action by the Board alone.
 - b. A complaint of a nontenured teacher which arises by reason of his/her not being reemployed.
 - c. A complaint by any certified personnel occasioned by appointment to, or lack of appointment to, or retention in any position for which tenure is either not possible or not required.
8. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half. In the event one of the parties attempts arbitration and is restrained by the other party, the party so restrained shall pay all fees of the Public Employment Relations Commission attendant thereon. In addition, the party so restrained shall pay all court and other costs incurred by the party successful in obtaining the restraints.
9. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement. Both the Superintendent and the individual teacher may have three (3) representatives of their choice in attendance at the Superintendent's level.
10. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel folder of any of the participants.
11. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher 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 that step.
12. No reprisals of any kind shall be taken by either party as a result of action taken under this Article of the contract.

ARTICLE III

TEACHER RIGHTS

- A. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Shrewsbury school district. The final decision of promotion or retention shall be retained by the administration.
- B. Both parties recognize that public criticism of the other party is inappropriate.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. The Association and its representatives shall have the right to use the school building at reasonable hours for meetings. The Superintendent shall be given a reasonable advance notice of not less than twenty-four (24) hours of the time and place of all such meetings and his/her approval secured. Approval of the Superintendent shall not be unreasonably withheld.
- E. The Association and its representatives may be permitted to use school facilities and equipment designated for teacher use including typewriters, ditto machine, calculating machines, copy machine, thermofax machine, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- F. The Association and its representatives shall have the use of a bulletin board in the faculty lounge.
- G. The Association and its representatives may use the school mail boxes.
- H. Discipline and reprimands will be for just cause and it is agreed that arbitration will not apply if an alternate statutory mechanism is available.

ARTICLE IV

TEACHER WORK YEAR

A. School Calendar

The Superintendent shall draw up a school calendar to recommend to the Board and will discuss same with the Association. The calendar will consist of 187 days for teachers

for each year of this Agreement. At least two of these days will be non-instructional days which will not be scheduled on a holiday or vacation day.

B. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Length of the Day

1. The teachers' in-school workday shall begin by signing in fifteen (15) minutes before the tardy bell and teachers must be in their classrooms prior to the students entering the building.
2. Teachers may leave the school fifteen (15) minutes after student dismissal and are personally required to sign out on the time sheet located in the office.
3. Teachers are entitled to a minimum of five (5) preparation periods per week. It is also agreed that every teacher will have at least one preparation period per day for four (4) days out of a regular five (5) day week. Every effort will be made to provide each teacher one preparation period per day. Preparation periods are provided teachers for preparation necessitated by professional responsibilities. Teachers may not leave the building during this period, except with permission of the Superintendent. When a teacher is relieved of his or her classroom duties for the full day for the purpose of curriculum development, said teacher shall be allowed an amount of time equal to one preparation period during said day for the purpose of preparation. All members of the curriculum group involved shall enjoy the same specific time period for such preparation.
4. The Board may assign employees to non-instructional duties during the regular school day provided that employees are guaranteed lunch periods and preparation periods as defined in the contract. The duties to be performed are to be supervisory/professional in nature.
5. Effective with the 1995-96 school year, the eight class periods will each be increased by one (1) minute for a total of forty-six (46) minutes. This shall be accomplished by adjusting the daily time schedule and without an increase in the contractual day.

B. Lunch Periods

Teachers will have a forty-six (46) minute scheduled duty-free lunch period and may leave the building during the scheduled duty-free lunch period.

C. Meetings

1. Faculty: Teachers may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending faculty meetings, committee meetings, in-service and curriculum work. Such meetings shall begin no later than 15 minutes after the student dismissal time; they must end no later than 4:15 p.m. The administration will limit the number of these meetings to 23, to be held on Wednesdays, and must include all staff. The Superintendent will make every effort to provide notice and an agenda 48 hours in advance. There will be a pool of 7 additional meetings which may/may not include all staff. Every effort will be made to hold these meetings on Wednesdays.
2. Prior to holiday and weekends. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school except in emergencies.

D. Night Conferences

Parent conferences shall be scheduled on four evenings in each school year in the same manner as day conferences have been scheduled in the past. On the days of the above night conferences, teachers shall be granted an early dismissal as in the past.

E. Substitutes

Whenever possible, substitutes shall be hired for all teachers absent from school. Any teacher required to forego one of their five minimum guaranteed preparation periods per week (as set forth in A.3. above) to act as a substitute shall be paid pro rata at the rate of \$25.00 per period. Every effort will be made not to use special teachers as substitutes by canceling their classes.

- F. Teachers may be asked to volunteer to monitor detention on a rotating basis. Detention will be held a maximum of three days a week, and teachers will be paid \$25.00 a day.
- G. All teachers are required to attend the annual Open House evening program except in cases of emergency. The Superintendent shall have the discretion to excuse a teacher for appropriate reasons upon appropriate prior notice.

ARTICLE VI

NON-TEACHING DUTIES

A. Transporting Students

Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance approval of his/her immediate supervisor. He/she shall be compensated at the Board approved rate for the use of his/her own automobile.

ARTICLE VII

TEACHER EMPLOYMENT

A. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

B. Acceptance of Employment

As a matter of courtesy, teachers shall notify the Board of their intent to remain in the system by May 15th.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is as set forth in Schedule "A" which are attached hereto and made a part hereof.

B. Method of Payment

1. Each teacher employed shall be paid in twenty (20) equal semi-monthly payments.
2. Summer pay plan. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay.
3. Exceptions. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day

unless an emergency exists.

4. Final pay. Each teacher shall receive his/her final pay on his/her last working day in June provided his/her duties and obligations have been fulfilled.
5. Effective July 1, 1995, the Board shall permit employees to have their paychecks deposited directly in the school's banking institution.

C. Extracurricular Activities

Positions and rates are set forth in the attached Stipend Schedule.

D. State Minimum Salary Legislation

If the State enacts minimum salary legislation and provides funding, any monies received from the State under such legislation in excess of those required to raise teachers to the state minimum salary will be applied to the guide on an equal percentage basis to all salaries in excess of that state minimum.

- E. No teacher hereafter hired shall be placed on the guide at a step higher than currently employed teachers, with equal years of experience, are placed.

ARTICLE IX

TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers. All teachers shall be given written notice of their salary schedules, class and/or subject assignments and room assignments for the forthcoming year not later than June 1, except in the case of an emergency.
2. Revisions. In the event that changes in such schedules, class and/or subject assignments and room assignments are proposed after June 1, the teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his/her representative and the teacher affected.
3. Traveling Teachers' Expenses. Teachers shall be reimbursed at the Board approved rate per mile currently approved by the Internal Revenue Service for deduction of business travel expenses for travel expenses approved by the administration.

4. Retirement of Teacher. A teacher intending to retire at the end of a school year shall notify the Chief Administrator of that retirement on or before April 1st of that school year.
5. Teacher on Leave of Absence. A teacher on a Board approved leave of absence shall notify the Superintendent of his/her intent to return on or before April 1st of the year preceding the teacher's return.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. The Superintendent shall, as soon as practical, make known to the existing staff a list of known vacancies.
2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than two (2) weeks after the vacancy is made known to the staff.

ARTICLE XI

INVOLUNTARY REASSIGNMENTS

A. Notice

Notice of an involuntary reassignment shall be given to teachers as soon as practical, and except in cases of emergency not later than June 1.

B. Meeting and Appeal

An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason thereof. In the event that a teacher objects to the reassignment at this meeting, upon the written request of the teacher, the Superintendent shall meet with him/her again and the teacher may, at his/her option, have an Association representative present at such meeting.

- C. Notice of involuntary extra-curricular assignment shall be given to teachers as soon as practical and, except in cases of emergency, no later than the last day of school for teachers.

ARTICLE XII

PROMOTIONS

All qualified teachers shall be given adequate opportunity to make application, and no position should be filled until all properly submitted applications have been considered. The Board agrees to consider all applicants. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board. However, the final determination shall be the sole prerogative of the Board.

ARTICLE XIII

HOME INSTRUCTION

A. Salary

The Board will pay \$27.00 per hour for the duration of this Agreement. This rate includes the cost of mileage. Primary consideration shall be given to the student's classroom teacher.

B. Additional Funds

Materials and supplies necessary in carrying out the home instructional program shall be supplied by the Board.

ARTICLE XIV

TEACHER EVALUATION

A. General Criteria

1. Open evaluation. All monitoring or observation of the in-class work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Copies of evaluation. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators for his/her own keeping at least one (1) day before any conference to discuss it unless the parties mutually agreed to meet sooner.

No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher. Teachers must sign evaluations to acknowledge receipt; however, signature does not necessarily indicate agreement with contents. This language shall be stated on the form.

B. Evaluation Procedure

1. Reports. Evaluation reports shall be presented to the teacher by the Superintendent. Such reports shall contain statements pertinent to:
 - a. Strengths of the teacher.
 - b. Weaknesses of the teacher.
 - c. Specific suggestions as to measures, which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

C. Personal Records

1. File. A teacher shall have the right, upon one day's request, to view the contents of his/her personnel file and to receive a copy at the teacher's expense of any documents contained therein. The review shall be conducted in the presence of the Superintendent or his/her designee. This right of review shall not include correspondence dealing with one's experience prior to employment in the district nor shall it include hiring credentials.
2. In the event of removal of confidential materials from the teacher's file, a dated notation will be placed in the teacher's file stating that confidential material other than credentials involved in the hiring process, have been removed.
3. If upon reviewing his/her file, the teacher desires to answer any material that is available for his/her inspection in that file, he/she may make such answer and have it placed in the file.
4. Any letter of reprimand shall be discussed with the teacher prior to being filed.

ARTICLE XV

COMPLAINT PROCEDURE

Any complaints regarding a teacher made to any member of the administration by a parent, student, or other person, which are used in the evaluation of the teacher in any manner, shall

be brought to the teacher's attention as soon as possible.

ARTICLE XVI

TEACHER FACILITIES

A. Listing of Facilities

The Board will endeavor to provide a furnished room for use as a faculty lounge. The faculty lounge will contain:

1. A telephone for use by the staff.
2. A clean restroom separated from student restrooms.

ARTICLE XVII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association.
2. Each teacher shall individually and voluntarily authorize the Board to make the above deductions. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Teacher authorization shall be in writing.
3. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
4. Any such written authorization may be withdrawn by any teacher at anytime by filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1, or July 1 next succeeding the date on which notice of withdrawal is filed.

B. Non-Association Payroll Representation Fee Deduction

1. If an employee does not become a member of the Association prior to the commencement of a contract year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that contract year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. Amount of Fee
 - a. Notification. Prior to the beginning of each contract 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 coming year. A representation fee to be paid by the non-members will be determined by the Association in accordance with the law.
 - b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee shall be calculated on an amount equal to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members. The actual representation fee shall be set at no more than 85% of the amount of membership dues, initiation fees and assessments; said 85% being the maximum presently allowed by law.
3. Deduction and Transmission of Fee
 - a. Notification. Once during the contract year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current contract year. The Board will deduct from the salaries of such employees, in accordance with paragraph b below, the representation fee and promptly transmit the amount so deducted to the Association.
 - b. Payroll Deduction Schedule. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the contract year in question. The deductions will begin with the first paycheck paid:
 1. Ten (10) days after receipt of the aforesaid list by the Board.
 2. Thirty (30) days after the employee actually commences his or her duties of employment in a bargaining unit position, unless the

employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on a layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employees' employment in the bargaining unit position, whichever is later.

- c. Termination of Employment. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the employee shall not be required to pay the entire year's representation fee but rather shall pay a pro rata share of the representation fee but rather in a percentage equal to the number of days employed divided by the number of work days in the contract year. In the event that the pro rata share is more than the amount which has been deducted at the time of the employee's termination, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the contract year in question.
- d. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- e. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph a above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.
- f. New Employees. On or about the last day of each month, beginning with the month the Agreement becomes effective, the Board will submit to the Association, a list of all employees who commenced performing their duties of employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of commencement of employment for all such employees. New employees shall pay a pro rata share of the representation fee for the contract year in an amount equal to the percentage of the days employed divided by the total number of work days in the contract year.
- g. Demand and Return. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

- h. Effective date. The effective date for the commencement of the agency shop agreement for representation fees shall be the 1982-83 school year. In no event shall any representation fee be deducted by the Board, or transmitted to the Association for any portion of the 1981-82 school year.
- 4. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation the Board shall have no obligation to defend actions arising under this article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs (based on fees in Monmouth County) incurred in defending or participating in such litigation.

ARTICLE XVIII

LEAVES

A. Sick Leave

Every full-time employee shall be eligible for ten (10) days leave per year for personal illness at full pay. Unused days, retroactive to September 1, 1954, shall accumulate without limit.

B. Non-Accumulative

If an employee shall require additional sick leave in any one year, additional non-accumulative days may be granted as provided in N.J.A.C. 18A:30-6.

C. Notification of Accumulation

Teachers shall be shown a written accounting of accumulated sick leave days as early as possible in each school year.

D. Leave for Personal Emergencies

Every full-time employee shall be eligible for a maximum of four (4) days leave per year for personal business at full pay. Personal business is defined as a matter for the health and welfare of the teacher or the teacher's family or for business that cannot be conducted at any other time. Religious holidays taken shall be considered as personal days. Except for emergencies, reasons for such leave shall be given to the Superintendent two (2) working days prior to the requested date. One two hundredths (1/200) of his year's salary shall be deducted from an employee's salary for each day of such leave taken by the employee beyond the four (4) days. This policy does not permit

the use of such days at the beginning or termination of the school year or to extend vacation or holiday periods.

In addition to four (4) days for personal business allowed annually on a non-cumulative basis, each employee will be allowed a maximum of five (5) days leave in any school year in the event of a death of the teacher's spouse, child, parent, brother, sister, or one living in the home or one who has replaced a parent and for whom the employee is responsible for support.

A teacher, upon a request by the Superintendent, shall be granted days to visit other schools or to attend education conferences without loss of salary.

No request for personal time can be for less than 1/2 day intervals.

1. Any personal leave days not used in any school year, beginning with the school year 1983-84, shall be converted to sick leave days which will be added to the teacher's sick leave accumulation.

E. Payment for Unused Sick Leave Upon Retirement

Effective June 30, 1993, upon retirement from service with immediate payment of pension under the rules of TPAF, teachers with not less than 20 years service in Shrewsbury will be paid for accumulated sick leave for one-half of all days, after the first 40 days which shall be deductible, at the rate of \$45 per day to a maximum of \$5,000 for any teacher.

Teachers claiming this payment must notify the Board Secretary of their intention to retire at the end of a school year not later than December 1 of that school year. If, due to unusual circumstances, retirement is at a time other than the end of a school year, teachers must notify the Board Secretary not less than seven (7) months in advance of the retirement date.

In the event an employee does not file his request for retirement benefit (cash-in of sick leave on retirement) by April 30, payments of this benefit will take place after July 1 of the next year.

Payment will be made according to the following schedule, at the teacher's option:

1. Entire amount on or about July 1.
2. Entire amount on or about January 1.
3. Half on each date.

ARTICLE XIX

EXTENDED LEAVE OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA or National Teacher Corps.

B. For Study

Tenured teachers may request a leave of absence without pay for purposes of study. Such requests must meet with the approval of the Board of Education and leaves so granted cannot exceed one for each five (5) years of employment in the district. Not more than one teacher shall be granted a leave for study in any one school year.

C. For Pregnancy

A pregnant employee under tenure may apply for a leave of absence, up to two (2) years, without pay, if so desired.

A pregnant employee who desires to continue in the performance of her duties during her period of pregnancy shall be permitted to do so provided she produces a statement of her physician stating that she is physically capable of continuing to perform her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

The Superintendent will grant request for return to work, with Board approval, provided the date does not interfere with the administration of the school and/or with the continuity of the education of the pupils.

The provisions of this Article shall not be deemed to impose on the Board any obligations to grant or extend a leave of absence of any nontenured employee beyond the end of the contract school year in which the leave is obtained.

ARTICLE XX

INSURANCE PROTECTION

The Board of Education shall pay full coverage under the Connecticut General Policy in effect as of the signing of this Agreement, or its equivalent, for all employees, and where appropriate, for family plan coverage.

A group Connecticut General Dental Service Plan is in effect to cover employee only with 50%-50% participation. The present cost of the plan is \$233.28 per person.

Effective January 1, 1989, the Board will furnish a Prescription Drug Plan at a maximum cost per annum per employee of \$100.

Said plan, if same costs in excess of \$100 per employee, shall be supplemented and paid for by the employee through a payroll deduction.

ARTICLE XXI

REIMBURSEMENT

A. Reimbursement for Additional Study

Subject to conditions included in this Agreement, the Board will reimburse all full-time teachers' fees for a maximum of up to nine (9) credit hours of study at the current State rate, and in accordance with school policy.

The following regulations apply to this reimbursement:

1. All course work must have the prior approval of the Superintendent and the Personnel Committee of the Board in order to guarantee payment.
2. Application forms (available in office) must be filed with the Superintendent.
3. Proof of a grade of "B" or comparable, or proof of satisfactory completion of the course taken must be submitted at the time receipts are submitted.
4. A receipt from the college for tuition and fees must be submitted at the time proof of satisfactory completion is submitted.
5. Course work taken to meet the requirements of a B.S. or B.A. degree will not be applicable.

B. Reimbursement for Overnight Trips

Teachers engaged in an overnight trip shall be paid \$150 per night.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Severability

If any provision of this Agreement or any application of this Agreement 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 this Agreement shall continue in full force and effect.

B. Agreement

A copy of this Agreement shall be presented to the Association as soon as possible after execution by all parties.

C. Management Rights

The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to 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; (c) to relieve employees from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

The Board retains the right to manage the district and direct all employees except as specifically limited by this Agreement and by law.

D. Notice

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

1. If by Association, to Board at: 20 Obre Place
Shrewsbury, NJ 07702
2. If by Board, to Association at: 20 Obre Place
Shrewsbury, NJ 07702

ARTICLE XXIII

DURATION OF AGREEMENT

A. Duration Period

The terms of the contract shall be three (3) years, and shall be effective as of July 1, 1995 and to terminate on June 30, 1998, with negotiations commencing no later than October 1, of 1997 for a successor Agreement. This Agreement shall remain in effect until a successor Agreement is negotiated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SHREWSBURY BOROUGH TEACHERS ASSOCIATION

By: Sharon A. Totta _____
President

By: Ellen A. Preston _____
Secretary

SHREWSBURY BOROUGH BOARD OF EDUCATION

By: W. J. [Signature] _____
President

By: David A. [Signature] _____
Secretary

SHREWSBURY TEACHER'S SALARY GUIDE 1995-1996

STEP	BA	BA+15	BA+30	MA	MA+30	DOCT
1	\$29,286	\$29,727	\$30,271	\$30,706	\$32,528	\$33,295
2	\$30,008	\$30,449	\$30,993	\$31,429	\$33,250	\$34,017
3	\$30,268	\$30,703	\$31,248	\$31,683	\$33,505	\$34,271
4	\$31,079	\$31,514	\$32,059	\$32,494	\$34,094	\$34,860
5	\$32,402	\$33,193	\$33,960	\$34,520	\$36,059	\$36,826
6	\$33,572	\$34,340	\$34,875	\$35,415	\$36,951	\$37,719
7	\$34,413	\$35,410	\$36,022	\$36,415	\$38,171	\$38,939
8	\$37,010	\$37,776	\$38,466	\$38,928	\$40,694	\$41,463
9	\$39,483	\$40,254	\$41,021	\$41,626	\$43,207	\$44,092
10	\$41,960	\$42,729	\$43,534	\$44,419	\$45,954	\$46,721
11	\$44,164	\$44,962	\$45,855	\$46,752	\$48,311	\$49,079
12	\$46,538	\$47,423	\$48,300	\$49,297	\$50,833	\$51,601
13	\$48,956	\$49,832	\$51,105	\$52,487	\$53,779	\$54,943
14	\$51,627	\$52,438	\$53,779	\$55,224	\$56,786	\$58,835
15	\$55,480	\$56,175	\$57,475	\$58,864	\$60,561	\$61,461
16	\$57,480	\$58,175	\$59,475	\$60,864	\$62,561	\$63,461

SM - eligible after 15 years in district - \$400

SSM - eligible after 18 years in district - \$600 (additional)

SSSM - eligible after 21 years in district - \$100 (additional)

SHREWSBURY TEACHER'S SALARY GUIDE 1996-1997

STEP	BA	BA+15	BA+30	MA	MA+30	DOCT
1	\$29,286	\$29,727	\$30,271	\$30,706	\$32,528	\$33,295
2	\$30,008	\$30,449	\$30,993	\$31,429	\$33,250	\$34,017
3	\$31,258	\$31,693	\$32,238	\$32,673	\$34,495	\$35,261
4	\$31,644	\$32,079	\$32,624	\$33,059	\$34,659	\$35,425
5	\$32,683	\$33,474	\$33,971	\$34,801	\$36,340	\$37,107
6	\$34,072	\$34,840	\$35,375	\$35,915	\$37,451	\$38,219
7	\$35,413	\$36,410	\$37,022	\$37,415	\$39,171	\$39,939
8	\$37,010	\$37,776	\$38,466	\$38,928	\$40,694	\$41,463
9	\$39,483	\$40,254	\$41,021	\$41,626	\$43,207	\$44,092
10	\$41,960	\$42,729	\$43,534	\$44,419	\$45,954	\$46,721
11	\$44,164	\$44,962	\$45,855	\$46,752	\$48,311	\$49,079
12	\$46,538	\$47,423	\$48,300	\$49,297	\$50,833	\$51,601
13	\$48,956	\$49,832	\$51,105	\$52,487	\$53,779	\$54,943
14	\$51,627	\$52,438	\$53,779	\$55,224	\$56,786	\$58,835
15	\$55,480	\$56,175	\$57,475	\$58,864	\$60,561	\$61,461
16	\$59,230	\$59,925	\$61,225	\$62,614	\$64,311	\$65,211

SM - eligible after 15 years in district - \$400

SSM - eligible after 18 years in district - \$850 (additional)

SSSM - eligible after 21 years in district - \$100 (additional)

SHREWSBURY TEACHER'S SALARY GUIDE 1997-1998

STEP	BA	BA +15	BA +30	MA	MA +30	DOCT
1	\$29,286	\$29,727	\$30,271	\$30,706	\$32,528	\$33,295
2	\$30,008	\$30,449	\$30,993	\$31,429	\$33,250	\$34,017
3	\$31,258	\$31,693	\$32,238	\$32,673	\$34,495	\$35,261
4	\$32,724	\$33,159	\$33,704	\$34,139	\$35,739	\$36,505
5	\$33,758	\$34,549	\$35,046	\$35,876	\$37,415	\$38,182
6	\$34,308	\$35,076	\$35,611	\$36,151	\$37,687	\$38,455
7	\$36,413	\$37,410	\$38,022	\$38,415	\$40,171	\$40,939
8	\$38,285	\$39,051	\$39,741	\$40,203	\$41,969	\$42,738
9	\$39,483	\$40,254	\$41,021	\$41,626	\$43,207	\$44,092
10	\$41,960	\$42,729	\$43,534	\$44,419	\$45,954	\$46,721
11	\$44,164	\$44,962	\$45,855	\$46,752	\$48,311	\$49,079
12	\$46,538	\$47,423	\$48,300	\$49,297	\$50,833	\$51,601
13	\$48,956	\$49,832	\$51,105	\$52,487	\$53,779	\$54,943
14	\$51,627	\$52,438	\$53,779	\$55,224	\$56,786	\$58,835
15	\$55,480	\$56,175	\$57,475	\$58,864	\$60,561	\$61,461
16	\$59,730	\$60,425	\$61,725	\$63,752	\$64,811	\$65,711

SM - eligible after 15 years in district - \$400

SSM - eligible after 18 years in district - \$850 (additional)

SSSM - eligible after 21 years in district - \$650 (additional)

STIPEND SCHEDULE

A. Curricular

Curriculum rates will be \$125.00 per day. The number of days to be compensated will be determined by the Superintendent after consultation with the staff member prior to the commencement of revision.

B. Extracurricular

<u>Positions</u>	<u>Stipends</u> <u>1995-96</u>	<u>Stipends</u> <u>1996-97</u>	<u>Stipends</u> <u>1997-98</u>
Boys Basketball Coach	1,437	1,509	1,584
Girls Basketball Coach	1,437	1,509	1,584
Cheerleader Advisor	1,047	1,099	1,154
Intramural Director	721	757	795
Intramural Football (4)	459	482	506
Intramural Volleyball (2)	459	482	506
8th Grade Advisors (2)	361	379	398
Yearbook-Ivy	1,571	1,649	1,731
Safety patrol	1,048	1,100	1,155
Student Council	851	893	938

**ADDENDUM TO
SHREWSBURY BOARD OF EDUCATION/
SHREWSBURY TEACHERS ASSOCIATION AGREEMENT**

For the 1993-94 school year, Ken Pampel shall receive \$375.00 and for the 1994-95 school year and thereafter, Ken Pampel shall receive \$400.00 for musical direction at three (3) Tiger Band Parade Events annually (Columbus Day, St. Patrick's Day and Memorial Day).

NOTE: This shall remain in full force and effect until this position is restored to full-time at which time it goes back to status quo prior to this grievance and settlement during the 1993-94 school year.