

**2005-2006
2006-2007
2007-2008**

**NEGOTIATIONS
AGREEMENT**

between

**UPPER FREEHOLD REGIONAL
BOARD OF EDUCATION**

and

**UPPER FREEHOLD REGIONAL
EDUCATION ASSOCIATION**

Allentown, New Jersey

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PREAMBLE

This Agreement entered into this **30th day of June, 2005** by and between the UPPER FREEHOLD REGIONAL BOARD OF EDUCATION, hereinafter called the "Board" and the UPPER FREEHOLD REGIONAL EDUCATION ASSOCIATION, hereinafter called the "Association.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Upper Freehold Regional School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are qualified to advise in the development of programs designed to improve education standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION STATEMENT

A. Unit

Pursuant to Chapter 303, Laws of the State of New Jersey, known as the Employer-Employee Act of 1968, the Board hereby recognizes the Upper Freehold Regional Education Association as the majority representative with all the exclusive rights granted by the laws of the State of New Jersey, for purposes of collective negotiations concerning the terms and conditions of employment for all certified personnel under contract with the Board (excluding Superintendent, Assistant Superintendent, Directors, Principals, Vice Principals and **Certified Novell Engineer(s)**).

B. Definition

Unless otherwise indicated, the term "members" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined (all certified personnel under contract with the Board of Education excluding the Superintendent, Assistant Superintendent, Directors, Principals and Vice Principals) and reference to male members shall include female members.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in good faith effort to reach agreement on all matters concerning the term and conditions of members' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, and be signed by the Board and the Association.

B. Modification

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.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a claim by a member of the Association based upon the interpretation, application or violation of this Agreement affecting a member or a group of members. The formal grievance must be submitted no later than twenty-five (25) school days from the occurrence of the alleged contractual violation.

2. Aggrieved Person - An aggrieved person is the person or persons or the Association making the claim.

B. Purpose

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

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal

A member with a grievance shall simultaneously present it in writing and discuss it with his principal and immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the member may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, the member may, within five (5) school days after a decision by the Superintendent, or twelve (12) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association refer it to the President of the Board of Education.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the President of the Board of Education, the member may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the President of the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration with fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, than from the date the final statements and proofs on the issues 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 or Title 18. The decision of the arbitrator shall be submitted to the Association President and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.6(b) of this Article.

(e) The cost for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Members to Representation

1. Member and Association

Any aggrieved person must be present and may be represented at all stages of the grievance procedure by themselves or at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure. Representation at Levels One and Two will be from the local association. Representation at Levels Three and Four would allow outside representation to be accepted by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions will be rendered in writing on a form to be developed and attached to this contract.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV MEMBER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any member such rights as they may have under New Jersey School Laws or other applicable New Jersey laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No member shall be disciplined, reprimanded or deprived of any professional advantage or given an adverse evaluation without just cause. Any such action by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth with the exception of those specific areas wherein a particular method of appeal is provided in N.J.S.A. 18A:1-1, et seq., (18A:29-14, 18A:6-10).

D. Required Meetings or Hearings

Whenever any member is required to appear before the Superintendent or his designee, Board or any committee, member, local representative or agent thereof concerning any matter which could adversely affect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, then they shall be given ten (10) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview. Any immediate suspension of a member pending charges shall be with or without pay, at the discretion of the Board, and must be heard by the Board within ten (10) days of the suspension.

E. Evaluation of Students

The member shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Upper Freehold Regional School District based upon their professional judgment of available criteria pertinent to any given subject area or activity to which they are responsible. No grade or evaluation shall be changed without consultation with the member. In those instances wherein the member has resigned, relocated or is otherwise unavailable for the consultation aforementioned, the Association President or one of its officers shall be notified of any anticipated action to change a grade or grades.

F. Association Identification

No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public information.

Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

Representatives of the Upper Freehold Regional Education Association shall be permitted to transact official Upper Freehold Regional Education Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Association shall apply to the Superintendent or his designee in advance of the time and place of all such requested meetings.

B. Exclusive Rights

The rights and privileges of the local Association and its representatives as set forth in the Agreement shall be granted only to the local Association as the exclusive representative of the members , and to no other organizations.

ARTICLE VI MEMBER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

The in-school work year for members employed on a ten (10) month basis (other than new personnel who will be required to attend an additional **four (4) days of orientation**) shall not exceed **one hundred eighty-three (183) days (187 days for new staff), exclusive of emergency closings.**

For each month of service the member shall receive 10% of his/her annual ten month salary. For months when a member works less days than those listed on the school calendar the following formula shall be used:

Pay for those days shall be computed: Annual salary/186 multiplied by the Actual Number of days worked.

Pursuant to the foregoing, the in-school work year shall consist of **186** days. These days are delineated in the district's official school calendar as follows:

180 scheduled student days plus three (3) days (183 days).

. In addition, all newly hired teaching staff will be required to attend four (4) additional days of in-service orientation at the beginning of his/her first year of service, for a total of 187 days.

2. Twelve (12) Month Personnel

The in-school work year of members employed on a twelve (12) month basis shall not exceed two hundred six (206) days.

3. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days and any days on which member attendance is required.

4. Inclement Weather

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

5. Curriculum Development Work

If it becomes necessary for curriculum development work, upon approval of the Board of Education, it shall be paid at the rate as listed in schedule D.

B 1. School Calendar

The School Calendars for **2005-06, 2006-07, and 2007-08** shall be set up in Schedule D. Changes in the School Calendar, a unilateral function of the Board of Education, shall be made after consultation between the Association and the Board upon recommendation of the Superintendent.

B 2- Emergency Evacuation-

In the event of one or more bomb threats which result in a school building evacuation, up to one additional day may be added to the calendar to make up for any loss in instructional time for the affected school at the discretion of the Board of Education, if the loss of time reduces the day to fewer than four hours.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

Reversion of IBS- The Board, in its sole discretion, may discontinue the Intensive Block Scheduling. In the event this occurs, there will be a reversion to the contract language extant in the collective bargaining agreement which expired June 30, 1996 as written in Appendix E; In particular the language as modified in Articles VII, VIII, and X.

A. Teaching Hours

1. Teacher Day

Members are expected to devote to their assignments, in meeting the needs of the young people, the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes but to check in and out on a sheet so designated by their building principals.

2. Length of Day - Full Time Employees

The total in-school workday of all teachers in the system shall consist of a minimum of seven hours and a maximum of seven and one-half hours in accordance with the requirements of the particular building needs. This time shall also include a duty free lunch period.

3. Less Than Full Time Employees

Less than full time employees may be required to meet the same requirements of a full time teacher as it pertains to Prep time(pro-rated), homeroom, duties and time in attendance, either before or following the commencement and conclusion of the school day. Any employee who is employed less than full time shall be entitled to a pro-rated share of those divisible benefits available to full time personnel (vis, sick days, professional days, personal days, lunch periods, preparation periods). The pro-rating shall be accomplished by applying a fraction to the total benefit available to full time personnel. The numerator of such fraction shall be the number of hours worked per week by the less than full time employee; the denominator shall be thirty-seven and one-half hours. All partial days will be rounded to the nearest half day.

It is understood and agreed that certain benefits cannot be pro-rated because they are non-divisible (vis, health insurance, dental insurance, prescription). To qualify for the aforementioned non-divisible benefits, during the term of this agreement, the less than full time personnel must work no less than $\frac{5}{8}$ of the total hours per week. Teachers employed to work two(2) scheduled blocks pursuant to the IBS shall receive $\frac{5}{8}$ of the salary of a teacher working a full time schedule and will continue to be eligible for and entitled to insurance coverage. Teachers employed to work one scheduled shall be paid at a rate of $\frac{3}{8}$ of the salary determined by their step on guide and will not be entitled to health, dental or prescription coverage.

Less than full time teachers shall have, without division, all other rights and privileges guaranteed to and full time teachers including, but not limited to, compensation for co-curricular positions, class coverage, and tuition reimbursement.

4. Arrival and Dismissal Time

Except as might be required because of duty needs, **teachers shall be required to report for work no later than fifteen minutes** before the opening of the pupils' school day, and shall be permitted to leave twenty minutes after the close of the pupils' school day.

B. Teaching Load

1. Grades 9-12

Realizing the absolute necessity of providing proper conditions for professional personnel, but subject to the Board's right to maintain the efficiency of the school district operations entrusted to it, no secondary teacher, except in cases of emergency shall have a work schedule exceeding three (3) student instruction periods and one (1) preparation period of 85 minutes duration. Teachers assigned to teach blocks 1,2 and 3 will be assigned the first lunch period of the day. Secondary teachers may also be assigned limited supervisory duties before and after school, or a homeroom as well as student activity periods scheduled during the school day. In this case, each of the other periods except the lunch block will be shortened by 15 minutes. The schedule can only be changed by atypical conditions, such as a change in school hours. Teachers who teach during blocks of less than 85 minutes duration may be assigned additional student contact time so long as the total does not exceed 85 minutes. (for example, a teacher may be assigned to teach a 55 minute daily class and be assigned to cover a 30 minute daily duty.)

2. Elementary Schools K-8

The daily teaching load **and assigned duties in the Elementary/Middle schools**, whenever possible will not exceed five and one-half (5 1/2) hours of pupil contact but in no instance will it exceed six (6) hours of pupil contact.

2a. With the understanding that teachers' skills are best utilized in the activities related to and involving the instruction of students, every effort will be made to limit the duties of teachers in the Elementary and Middle Schools. These duties may include cafeteria duty, recess duty, and hall duty.

3. Number of Preparations (Grades 9-12)

High School teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations. All possible efforts will be made in this direction. If an occasion arises where it is not possible, the Association will be consulted.

4. Continuous Teaching in Elementary Schools

Every effort will be made by the Administration to keep continuous teaching to a maximum **of three (3) hours**.

C. Lunch Periods

1. Lunch

Teachers shall have a daily duty-free lunch period in all schools which shall be a minimum of twenty-five (25)minutes duration.

2. Leaving of Building

Teachers may leave the building without requesting permission during their scheduled duty-free periods, but must indicate their absence on a sign-in sheet.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings twice a month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be held on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school. **Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.**

3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall be given an opportunity to suggest items for the agenda.

E. Preparation Time

1. Time Allotment

Uninterrupted preparation time will be provided as follows:

Grades K-8: One (1) period of forty (40) minutes duration per day,

Grades 9-12: One (1) period per day (85 minutes).

1a- Teachers' planning time necessary for course schedule changes made after August 1st will be paid at \$300.00/course.

2. Extra Pay and/or Release Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their 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 non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the class coverage rate as listed in schedule D.

F. Extra-Curricular Activities

Teachers will be compensated for extra-curricular activities in accordance with the pay schedule adopted and attached as a part of this contract. This does not include evening activities, PTA meetings or other such type functions. All coaching and extra-curricular activities shall be performed on a voluntary basis. For those services rendered in connection with student activities for which a stipend or hourly rate is not otherwise provided in this agreement, staff will be paid the hourly co-curricular rate as listed in schedule D.

ARTICLE VIII NON-TEACHING DUTIES

A. Scope of Professionalism

The Board of Education adhering to the philosophy that the teaching profession embraces varied contacts with children in order that a professional may get to know a youngster better, feels that the scope of professionalism extends beyond the walls of the classroom and embraces other responsibilities. **The professional staff will work collaboratively to implement the goals established by the Board of Education.**

1. Volunteer Aids

Every effort will be made to initiate a program whereby volunteer aids will assist elementary teachers in supervising the cafeteria and playground during lunch periods.

B. Extra Duties

In the scheduling of extra duties, the Association chairperson of each building will be consulted by the principal in the building in order that an equitable arrangement may be achieved.

ARTICLE IX TEACHER EMPLOYMENT

A. Certification

1. Standard Certificates

The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment where possible.

2. Notification

Upon request the Superintendent shall furnish to the Association in writing the certificates and degrees held, major and minor fields of study and prior experience of each new teacher.

B. Reduction in Certified Personnel

The Board of Education realizing responsibility to staff, students and its commitment to developing conditions for a good educational program and in light of any adverse financial conditions or declining enrollment that might require reduction in certified personnel, will discuss such action with the Association prior to Board decision.

C. Non-Certificated Personnel

In no case shall any non-certificated employee be requested or required to perform any duty mandated by law to be performed by a duly certified professional employee, except in cases of emergency as determined by the building administrator.

D. Returning to the District

A member with previous teaching experience in the Upper Freehold Regional School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corp., VISTA or National Teacher Training Corps, work and time spend on a Fulbright Scholarship up to a maximum of four (4) years except as mandated by law. Such members who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system, be restored to the salary schedule at that step which they left.

E. Previous Sick Leave Accumulation

Previously accumulated unused leave days shall be restored to all returning members.

F. Notification of Contract and Salary

Members shall be notified of their contract and salary status for the ensuing year no later than the date required by statute.

G. Termination of Employment

Teachers who intend to terminate their employment shall give the Board a minimum of sixty (60) days written notice of their intention to terminate.

**ARTICLE X
SALARIES**

A 1. Salary schedules for all personnel are attached hereto and made a part hereof as Schedules A1 – 2002-2003, A2 - 2003-2004, and A3 - 2004-2005.

- A1 –2005-2006 Salary Guide 4.7%
- A2 - 2006-2007 Salary Guide 4.8%
- A3 - 2007-2008 Salary Guide 4.9%

A 2 Members employed on a ten (10) month basis shall be paid twice a month.

A 3 Members may individually elect to have ten (10%) percent of their monthly salary deducted from their pay and deposited in MONOC. Members specifying this option may not change the plan during the school year.

A 4 When a payday falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous working day.

A 5 Members shall receive their final checks on the last working day in June.

A 6 The Board of Education shall reserve the right to withhold increments against such members for whom a recommendation has been made by the Superintendent of Schools. All such recommendations will have been made in light of existing state and local policies concerning evaluation. Any member for whom such a recommendation has been made, will receive notification after such action has been taken by the Board of reasons for this recommendation. The member in turn shall have the right to petition the Board of Education. All such increment withholdings will be decided on the basis of professional performance.

A 7 A maximum of four (4) years military experience may be applied. Any member hired prior to February 1 will be given a full year's experience for salary purposes.

A 8 Teaching credit will be given for non-public school experience as long as the teacher was in possession of a state teaching certificate during the credited period.

A 9 All teachers will be on guide by the start of calendar year.

A 10 Teachers assigned to home instruction will be compensated at the rate as listed in Schedule D plus up to one (1) hour travel time from school or home to tutorial site and back.

B. Extra-Curricular Salaries

1. Coaches will be paid at the end of their respective seasons upon successful completion of their responsibilities as approved by the Athletic Director and Building Administrator. Those coaches who are paid by direct deposit shall be paid 1/2 of their stipend at the mid point of their season and the balance at the next available pay date after the successful completion of their responsibilities as approved by the Athletic Director and Building Administrator.

1a- Post Season Compensation

Compensation for participation in post season competition will be paid at a rate of \$30.00/day for head Coaches with a maximum payment of \$450.00 and \$25.00/day for Assistant coaches with a maximum payment of \$375.00, inclusive of all practices and competition days.

2. All other extra-curricular advisors and the Athletic Director will be paid twice each year, once on January 31st and once at the end of the school year. In each instance, payment shall be made only upon completion of all responsibilities as approved by the Building Administrator.

Coaching salaries are attached hereto and made a part hereof as Schedule "B".

Extra-curricular salaries are attached hereto and made a part hereof as Schedule "C".

C. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

a. One week salary for each full year of service in the Board's employ.

b. The Board, in it's sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

D. Professional Development Increment

Teachers who have met the requirements set forth in Addendum F will receive a \$500.00 annual increment. This language will remain in this contract until such time as the last member who was eligible for the increment has left the district. A list of qualified members will be made available to the Association annually in September by the Superintendent or his/her designee.

ARTICLE XI TEACHER ASSIGNMENT

In case of emergency, the situation necessitating a change will be explained in writing to the individual(s) involved and to the Association.

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignment to new teachers as soon as possible.

In the event that changes in such schedule, class and/or subject assignments, building assignments or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing.

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study unless an emergency exists.

Members may be required to use their own automobiles in the performance of their duties and members who are assigned to more than one school shall be reimbursed for all such travel at the IRS approved rate as of July 1 of the ensuing contract year.

ARTICLE XII VOLUNTARY TRANSFERS AND REASSIGNMENTS

When vacancies occur, they will be immediately posted in the main office of each building. No later than May 1 of each school year, the Superintendent shall deliver to the Association President a list of the known vacancies which shall occur during the following school year. Minutes of public meetings that reflect transfers and reassignments will be posted in each building and provided to the Association representative upon request.

ARTICLE XIII TEACHER EVALUATION

A. Frequency of Non-Tenure Teacher Evaluation

A non-tenure teacher shall be observed by a certified administrator at least (3) three times in each school year, to be followed in each instance by a written report and by a conference between the teacher and the certified administrator for the purpose of identifying deficiencies, extending assistance for their correction, recognizing strengths and improving instruction. Evaluation of teacher performance shall be based on at least (3) three in-classroom observations of at least (30) thirty minutes, each occurring on separate days.

B. General Criteria

1. Open Evaluation

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

2. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by that teacher's evaluator 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.

3. Evaluation of Co-Curricular Activities

The evaluation of co-curricular activities will take place at the end of the year (season). Each advisor (coach) will be made aware of the criteria upon which will be used for evaluation and who will be doing the evaluation.

C. Evaluation Procedure

1. Communication

Prior to any evaluation report the immediate supervisor of a teacher shall have had appropriate communication, including but not limited to all steps in paragraph 2 below, regarding that teacher's performance.

Evaluations will be formal or in accordance with the Waiver of Compliance as outlined in Addendum G.

2. Reports

Evaluation reports shall be presented to teachers by their immediate supervisor in accordance with the following procedures:

(a) Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any and all supervisory personnel who come into contact with the teacher in a supervisory capacity.

(b) Such reports shall be addressed to the teacher.

(c) Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.

D. Personnel Records

Teachers shall have the right, upon request, to review the contents of their personnel file. All such actions must be performed in the presence of the Superintendent of Schools.

All statements concerning a teacher, including classroom evaluations and end of the year administrative reports, that are placed in the personnel file must be signed by the teacher in question indicating an awareness thereof.

Where the teacher disagrees with statements placed in his personnel file, that teacher has the right to indicate any disagreement in writing and have such included in their personnel folder.

ARTICLE XIV SICK LEAVE

A. Regular Sick Leave

1. As of September 1, 1977, all members employed shall be entitled to twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year as provided by law.
2. Members shall be given a written account of accumulated sick leave no later than September 30 of each school year.

B. Extended Sick Leave

When absence, under circumstances described in N.J.S.A. 18A:30-1, exceeds the annual and accumulated sick leave, the Board, in its sole discretion, may pay any member each day's salary less the pay of a substitute, if a substitute is employed pursuant to the provisions of 18A:30-6.

Upon the written request, a member or his/her representative will have the opportunity to meet with the Board to present the member's view as to why such payment should be made. Nothing herein shall preclude said request from being made prior to the annual and accumulated sick leave being exhausted.

C. Accumulated Sick Leave Retirement/Death Benefit Plan

Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of his/her sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following schedule which is based upon the years of experience in the Upper Freehold Regional School District.

YEARS OF SERVICE:	COMPENSATION:
15	\$2,000
20	\$2,500
25	\$3,000
30	\$3,500
35	\$4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement/benefit.

D. Maternity Leave

1. Leave of Absence for Medical Reasons

a- The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth including false pregnancy and termination of pregnancy to pregnant members on the same terms and conditions governing leaves of absence for other illnesses or temporary medical disabilities as set forth in N.J.S.A. 18A:30-1, et seq. and Title 9 of the Federal Education Act and amendments of 1972.

b- Requests for maternity leave must be submitted at least ninety (90) days prior to the onset of the leave.

c- A member returning from a leave of absence due to pregnancy, false pregnancy, termination of pregnancy or birth shall be entitled to all benefits to which members returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured member who would not otherwise have been

granted tenure or to offer a new contract for a new school year to any non-tenured member who would not have been otherwise offered such a contract.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

With the exception of the accumulating provision set forth in the last sentence of Article XIV:A-1, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the member's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (Except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for such leave other than that the leave is being taken under this Section. Personal leave immediately before or after vacation or holiday would require administrative approval.

On an annual basis, teachers shall be given two options regarding their unused personal days:

Option #1 - Unused personal days will be converted to sick days as of September 1st of the subsequent school year.

Option #2 - Teachers will be paid for unused personal days at a rate of \$50 per day payable on August 15th of the following school year.

2. Professional

Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with administrative approval.

3. Legal

Staff will be granted time for appearances in legal proceedings connected with issues regarding employment or with the school system. In the event that a civil suit is brought by an individual member against the school district, that member will not be entitled to payment for those workdays missed for attendance at the required proceedings. Should that member prevail with the issue, that member will be compensated for all unpaid days missed due to associated legal appearances.

4. Bereavement Leave

The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following: Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

5. Temporary Military (Maximum of Two Weeks)

Time necessary for persons called into temporary active duty of any unit of the US Reserves or the State National Guard. A member shall be paid his regular pay in addition to any pay that he receives from the State or Federal government.

6. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the member is entitled by law.

7. Leave for Illness in Family

Once personal leave is exhausted, teachers would be eligible for a maximum of five (5) days leave for illness in the family at a per diem deduction equal to the per diem substitute rate.

ARTICLE XVI REIMBURSEMENT FOR CONTINUING EDUCATION

A. Requirements and Procedures

The requirements and procedures for continuing education reimbursement of any member of the professional staff are as follows:

In order to be eligible a member must:

1. Possess a New Jersey teaching certificate with the subject or specialty area endorsed.
2. Possess a BA or BS degree.
- 3a. Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college and/or supervisor, as the case may be, which gives evidence of successful completion of the course(s).
- 3b. Courses will be related to obtaining advanced degrees, secondary certifications, coursework that will maintain or improve job skills, or any other courses related to the field of Education.**
- 3c. Intended courses will be presented to the Superintendent for approval prior to course registration. Approval of these courses shall not be arbitrarily denied.**
4. The course(s) must be completed **successfully, as evidenced by a grade of "B" or higher.**
5. Be employed by the Board of Education at the time that reimbursement is to be made.
6. Courses completed prior to employment are not eligible for reimbursement.

B. Schedule of Limits

The schedule and limits for continuing education reimbursement of any member of the professional staff are as follows:

1. Reimbursement will be the cost of tuition and fees up to the maximum of **\$1500.00 per member for 2005-06, 2006-07 and 2007-08.**
- 2. A limit of \$30,000, district wide, per year for fiscal years of 2005-06, 2006-07 and 2007-08 has been established to finance this Article.**
3. Requests for reimbursement should be submitted to the Superintendent.
4. Payment will be made to the member within thirty (30) days of submission of evidence of satisfactory completion of a course to the Superintendent.
- 5. Any requests for tuition reimbursement denied due to exhaustion of the tuition pool or the employee exceeding the annual limit, will be carried over to the following year.**

6. **Teachers may change placement on the guide effective September 1 and February 1. Teachers must notify the Superintendent of their intent to change placement by January 15 of the year prior to the placement change.**

ARTICLE XVII PROTECTION OF MEMBERS, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions

Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. Procedure for Hazardous Conditions

1. Meetings

In the event of any disorder or disruption in the regular school program, the Board, Superintendent or affected building principals shall meet with the Association immediately on request of the Association to develop mutually acceptable programs to guarantee the safety of students, members and property.

2. Unauthorized Visitors

During said unsafe and hazardous period, persons not employed by the Upper Freehold Regional District shall not be allowed into any school without the knowledge and permission of the building administrator or superintendent. This shall apply to students visiting a school other than where they are assigned.

C. Reasonable Force

As specified in 18A:6-1, a member 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; to 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 or property.

D. Action before Board and Commissioner

Whenever any action is brought against a member before the Board or before the Commissioner of Education of the State of New Jersey which may affect that teacher's employment or salary status, the Board of Education shall reimburse the teacher for the cost of the teacher's defense if the action is dismissed or results in a final decision in favor of the member.

E. Assault

1. Legal Assistance

The Board shall give full support including legal assistance for any assault upon the member while acting in the discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the member shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Reimbursement or Personal Property Damage

The Board shall reimburse members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a member while the member has been acting in the discharge of his duties within the scope of his employment.

4. Medical

The Board shall reimburse a member for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

F. Reporting Assaults

Members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

**ARTICLE XVIII
INSURANCE PROTECTION**

1. The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier for the **2005-06, 2006-07 and 2007-08 school years will be Oxford Health Plans.** The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee. Traditional deductibles will be \$200.00 individual/ \$400.00 family, POS in-network \$10.00/Doctor visit. POS out of network deductibles will be \$200.00 individual/ \$500.00 family.

2. Dental and Prescription Insurance will be Board paid as follows:
Dental coverage will be carried under the Delta Dental Insurance terms in effect during the **2005-06 contract year at a co-pay rate of 80/20 with an annual individual limit of \$1,750.00/year each for members and dependents.**
Prescription co-pay will be: \$ 5.00 for generic prescriptions, \$15.00 for name brand prescriptions and mail order at 1x the above rates (\$5.00/generic, \$15.00/name brand for a 90 day supply).
Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

3. At the commencement of the **2005-06** contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,250.00
Parent/child	\$1,500.00
Husband/ Wife	\$2,000.00
Family	\$2,250.00

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 150.00
Prescription	\$ 250.00

The Board will make application for IRS approval to ensure that those employees who do not opt out of the Health Insurance Plan will not have the insurance costs taxed as income in accordance with Section 125 of the Internal Revenue Code.

4. Teachers employed 5/8 or more of a regular full time teaching assignment will be eligible for coverage.
5. All new hires, commencing with the 1997-98 school year, will receive single health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage. All full time, tenure eligible employees and those meeting the requirements in Paragraph 4 above, shall receive full health insurance (husband/wife, parent/child, family, whichever is applicable) upon attaining tenure.

ARTICLE XIX DEDUCTIONS FROM SALARY

A- Payroll and Dues Deductions

The Board agrees to deduct from the salaries of its members dues for the Upper Freehold Regional Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the U.F.R.E.A by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

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.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school 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. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school 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 school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.
4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
6. 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.
7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and costs and expenses, 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.

ARTICLE XX MISCELLANEOUS PROVISIONS

A. Non-discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age.

B. Children of Members

Children of teaching staff members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District during the 2004-2005 school year shall be permitted to continue on roll without payment of tuition in 2005-2006, 2006-2007 and 2007-2008. Beginning with the 1990-1991 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering the impact on the school district in terms of class size, cost, and staff workload. This restriction would not apply to teaching staff members employed and working prior to July 1, 1990.

C. Board Policy

This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

E. Printing Agreement

After agreement with the Association on format, copies of this Agreement shall be printed at one-half Board expense and one-half Association expense within sixty (60) days after the Agreement is signed. The Agreement shall be presented to all members now employed and subsequently employed within thirty (30) days.

F. Savings Clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any member benefit existing prior to its effective date.

ARTICLE XXI BOARD RIGHTS

The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

1. Hire, promote, transfer, assign, and retain employees in positions in the school district;
2. Suspend, demote, discharge, or take other disciplinary action against employees for just cause and in a manner that will allow employees due process;
3. Maintain the efficiency of the school district operations entrusted to it;
4. Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;
5. Relieve employees from duty because of lack of needed professional services due to enrollment decline, or for other legitimate reasons not related to teacher discipline, that would not increase class size substantially above state recommended optimums.

ARTICLE XXII SUMMER SABBATICAL

Annually there shall be available to two staff members, following the conclusion of the academic year an opportunity for a summer sabbatical for academic pursuits beyond the Bachelor's degree level.

To be eligible for application, the staff members shall:

1. Have been employed in the district for seven (7) or more years.
2. Demonstrate that the course of study to be pursued is significantly allied with the staff members' employment duties, and
3. Submit an application for a summer sabbatical, no later than March 30, on forms to be made available by the Board.

The Board shall act on all applications for summer sabbatical, **based on administrative recommendation**, no later than May 30. The staff members shall be notified of the Board's decision, in writing, no later than seven (7) days following the Board's action.

The successful applicants shall be paid, based on the salary guide in existence when the sabbatical is completed, one-half of their monthly salary for a period of two (2) months.

All salaries to be paid for summer sabbaticals shall be at regular bi-monthly intervals commencing July 15.

On or before October 15 of the ensuing school year, the recipients of a summer sabbatical for the prior summer shall notify the Board in writing of the credits obtained or the work completed during the summer sabbatical.

ARTICLE XXIII PERFECT/OUTSTANDING ATTENDANCE AWARDS

Employees who qualify for the district's Perfect Attendance award for the previous year shall receive a bonus of **\$150.00 on October 31st.**

Employees who qualify for district's Outstanding Attendance (no more than three (3) days absence due to sick and/or personal leave) award for the previous year shall receive a bonus of \$75.00 on October 31st.

GRIEVANCE FORM

Grievance No. _____ Upper Freehold Regional Distribution of
Form: Superintendent, Principal, Association President

Name of Grievant _____

Assignment _____

Date filed _____

STEP I (Principal)

A. Date Cause of Grievance occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

(Signature) _____ Date _____

If additional space is needed in reporting Sections B1 and 2, attach an additional sheet.

C. Disposition by Principal _____

(Signature) _____ Date _____

D. Position of Grievant and/or Association _____

(Signature) _____ Date _____

STEP II (Superintendent)

A. Date received by Superintendent _____

B. Disposition of Superintendent _____

(Signature) _____ Date _____

C. Position of Grievant and/or Association _____

(Signature) _____ Date _____

STEP III (Board of Education)

A. Date received by Secretary of the Board of Education

B. Disposition of Board of Education _____

(Signature) _____ Date _____

STEP IV (Arbitrator)

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

(Signature) _____ Date _____

addendum A

2005-06

Salary Guide

Step	BA	BA+30	MA	MA+30	D
V	43,850	45,025	46,200	47,375	48,550
W	44,500	45,675	46,850	48,025	49,200
X	45,155	46,330	47,505	48,680	49,855
Y	46,003	47,178	48,353	49,528	50,703
Z	46,989	48,164	49,339	50,514	51,689
A	49,252	50,427	51,602	52,777	53,952
B	52,043	53,218	54,393	55,568	56,743
C	56,025	57,200	58,375	59,550	60,725
D	59,815	60,990	62,165	63,340	64,515
E	63,842	65,017	66,192	67,367	68,542
F	67,526	68,701	69,876	71,051	72,226
G	72,492	73,667	74,842	76,017	77,192
H	74,696	75,871	77,046	78,221	79,396
I	77,271	78,446	79,621	80,796	81,971
J	79,402	80,577	81,752	82,927	84,102
K	80,730	81,905	83,080	84,255	85,430
L	82,856	84,031	85,206	86,381	87,556
M	85,004	86,179	87,354	88,529	89,704

2006-07

Salary Guide

Step	BA	BA+30	MA	MA+30	D
U	45,450	46,750	48,050	49,350	50,650
V	45,950	47,250	48,550	49,850	51,150
W	46,600	47,900	49,200	50,500	51,800
X	47,275	48,575	49,875	51,175	52,475
Y	48,223	49,523	50,823	52,123	53,423
Z	49,209	50,509	51,809	53,109	54,409
A	52,182	53,482	54,782	56,082	57,382
B	55,243	56,543	57,843	59,143	60,443
C	59,825	61,125	62,425	63,725	65,025
D	63,765	65,065	66,365	67,665	68,965
E	68,262	69,562	70,862	72,162	73,462
F	71,326	72,626	73,926	75,226	76,526
G	75,431	76,731	78,031	79,331	80,631
H	76,946	78,246	79,546	80,846	82,146
I	79,371	80,671	81,971	83,271	84,571
J	81,402	82,702	84,002	85,302	86,602
K	82,730	84,030	85,330	86,630	87,930
L	84,856	86,156	87,456	88,756	90,056
M	87,004	88,304	89,604	90,904	92,204

addendum A (continued)

2007-08

Salary Guide

Step	BA	BA+30	MA	MA+30	D
U	47,750	49,100	50,450	51,800	53,150
V	48,150	49,500	50,850	52,200	53,550
W	48,900	50,250	51,600	52,950	54,300
X	49,675	51,025	52,375	53,725	55,075
Y	50,573	51,923	53,273	54,623	55,973
Z	51,759	53,109	54,459	55,809	57,159
A	55,032	56,382	57,732	59,082	60,432
B	58,493	59,843	61,193	62,543	63,893
C	63,355	64,705	66,055	67,405	68,755
D	68,285	69,635	70,985	72,335	73,685
E	73,180	74,530	75,880	77,230	78,580
F	75,926	77,276	78,626	79,976	81,326
G	78,781	80,131	81,481	82,831	84,181
H	80,146	81,496	82,846	84,196	85,546
I	82,371	83,721	85,071	86,421	87,771
J	83,652	85,002	86,352	87,702	89,052
K	84,880	86,230	87,580	88,930	90,280
L	86,956	88,306	89,656	91,006	92,356
M	89,104	90,454	91,804	93,154	94,504

	2004-05	2005-06	2006-07	2007-08
U			0	0-1
V	0	0-1	1-2	2-3
W	1-2	2-3	3-4	4-5
X	3-4	4-5	5-6	6-7
Y	5-6-7	6-7-8	7-8-9	8-9-10
Z	8-9	9-10	10-11	11-12
A	10-11-12	11-12-13	12-13-14	13-14-15
B	13	14	15	16
C	14-15-16	15-16-17	16-17-18	17-18-19
D	17	18	19	20
E	18-19-20-21	19-20-21-22	20-21-22-23	21-22-23-24
F	22-23-24	23-24-25	24-25-26	25-26-27
G	25-26	26-27	27-28	28-29
H	27	28	29	30
I	28	29	30	31
J	29	30	31	32
K	30	31	32	33
L	31	32	33	34
M	32+	33+	34	35

Please note:

These represent years of COMPLETED experience as negotiated at the time of hire. Maternity leaves and other unpaid leaves of absence are excluded in the years of experience. Partial years of service are not included.

The chart is read: As of September of the school year listed, X number of years of experience have been completed.

EX. As of September of the 2004-05 school year, a "B" level employee completed 13 full years of teaching and is beginning their 14th year.

Placement on guide was determined at the time of hiring.

Addendum B

CO-CURRICULAR GUIDES

Elementary School	1.05	1.06	1.07
Middle School	2005-06	2006-07	2007-08

Coaches, Head

Experience

0-1 yrs.	\$ 2,668	\$ 2,828	\$ 3,026
2-3 yrs.	\$ 2,822	\$ 2,992	\$ 3,201
4 + yrs.	\$ 2,990	\$ 3,170	\$ 3,391

Coaches, Asst.	\$ 2,651	\$ 2,810	\$ 3,007
Site Manager (per game)	\$ 45	\$ 48	\$ 51
Ticket Sellers (per game)	\$ 40	\$ 42	\$ 45
Time Keepers (per game)	\$ 55	\$ 58	\$ 62

AV	\$ 2,836	\$ 3,006	\$ 3,216
Band, Summer	\$ 3,643	\$ 3,861	\$ 4,132
Band	\$ 3,197	\$ 3,389	\$ 3,626
Jazz Band		\$ 1,000	\$ 1,070
Cheerleading	\$ 2,155	\$ 2,284	\$ 2,444
Choir	\$ 2,898	\$ 3,072	\$ 3,287
Show Choir		\$ 1,000	\$ 1,060
7/8 grade Musical		\$ 1,500	\$ 1,590
Chaperone (overnight/night)	\$ 89	\$ 95	\$ 101
Class Advisor, Gr. 8	\$ 2,155	\$ 2,284	\$ 2,444
Computer Windows Specialist(2)	\$ 2,040	\$ 2,162	\$ 2,313
Computer Coordinator	\$ 2,836	\$ 3,006	\$ 3,216
Detention (after school)/hr.	\$ 19.50	\$ 20.50	\$ 21.50
Ellis Island Coordinator	\$ 300	\$ 318	\$ 340
Environmental/Stokes Coordinator	\$ 993	\$ 1,053	\$ 1,126
G & T Coordinator	\$ 3,386	\$ 3,590	\$ 3,841
G & T Facilitator	\$ 2,836	\$ 3,006	\$ 3,216
Homework Club(other co-curricular)/hr.	\$ 19.50	\$ 20.50	\$ 21.50
Literary Magazine	\$ 2,155	\$ 2,284	\$ 2,444
Public Relations Photographer ES	\$ 600	\$ 636	\$ 681
Public Relations Photographer MS	\$ 1,000	\$ 1,060	\$ 1,134
Safety	\$ 2,155	\$ 2,284	\$ 2,444
Science Coordinator	\$ 2,836	\$ 3,006	\$ 3,216
Student Council	\$ 2,694	\$ 2,855	\$ 3,055
Summer Basic Skills & Special Education Teachers (hourly)	\$ 30	\$ 32	\$ 34
Teacher Mentor (experienced)	\$ 427	\$ 452	\$ 484
Teacher Mentor (new, traditional route)	\$ 578	\$ 612	\$ 655
Teacher mentor (alternate route)			
Teacher Leader	\$ 1,050	\$ 1,113	\$ 1,191

Unit Leaders	\$ 2,836	\$ 3,006	\$ 3,216
Base + \$50 per member			
Yearbook	\$ 2,155	\$ 2,284	\$ 2,444

CO-CURRICULAR GUIDES

High School	1.05 2005-06	1.06 2006-07	1.07 2007-08
Advanced Placement Teachers (first year a course is taught only) ⁻¹	\$ 300	\$ 318	\$ 340
Application Support Asst.	\$ 4,866	\$ 5,158	\$ 5,519
Art Advisor	\$ 2,807	\$ 2,976	\$ 3,184
Athletic Director, Asst.	\$ 6,977	\$ 7,395	\$ 7,913
AV	\$ 4,837	\$ 5,127	\$ 5,486
Band Front	\$ 3,338	\$ 3,539	\$ 3,786
Band, Assistants	\$ 2,836	\$ 3,007	\$ 3,217
Band, Concert	\$ 5,037	\$ 5,340	\$ 5,713
Band, Marching	\$ 5,085	\$ 5,390	\$ 5,767
Cheerleading Fall	\$ 3,473	\$ 3,682	\$ 3,939
Cheerleading, Winter, JV	\$ 1,268	\$ 1,344	\$ 1,438
Cheerleading, Winter	\$ 3,800	\$ 4,028	\$ 4,310
Choir	\$ 3,488	\$ 3,698	\$ 3,957
Choral	\$ 4,961	\$ 5,258	\$ 5,627
Class Advisor, Gr. 9	\$ 1,814	\$ 1,923	\$ 2,058
Class Advisor, Gr. 10	\$ 1,814	\$ 1,923	\$ 2,058
Class Advisor, Gr. 11	\$ 2,807	\$ 2,976	\$ 3,184
Class Advisor, Gr. 12	\$ 2,807	\$ 2,976	\$ 3,184
Co-Op, Agriculture	\$ 1,450	\$ 1,537	\$ 1,645
Co-Op, Business	\$ 1,450	\$ 1,537	\$ 1,645
Computer Coordinator	\$ 4,667	\$ 4,948	\$ 5,294
Computer Windows Specialist	\$ 754	\$ 799	\$ 855
Community Education Coordinator(fall)	\$ 1,000	\$ 1,060	\$ 1,134
(spring)	\$ 1,000	\$ 1,060	\$ 1,134
(summer)	\$ 1,000	\$ 1,060	\$ 1,134
Credit Completion	\$ 2,311	\$ 2,449	\$ 2,621
Dance Team		\$ 1,344	\$ 1,438
Department Chair	\$ 4,349	\$ 4,610	\$ 4,933
Base plus \$100/member			
Detention Monitor	\$ 5,457	\$ 5,785	\$ 6,190
Detention, Saturday	\$ 85	\$ 90	\$ 96
per session			
Drama	\$ 5,457	\$ 5,785	\$ 6,190
FBLA			
FFA	\$ 4,139	\$ 4,387	\$ 4,695
FFA, Head	\$ 6,689	\$ 7,090	\$ 7,587
Foods, shopping	\$ 1,450	\$ 1,537	\$ 1,645
Foreign Exchange Adv.	\$ 2,836	\$ 3,007	\$ 3,217
G & T Coordinator	\$ 4,837	\$ 5,127	\$ 5,486

G & T Facilitator (1)	\$ 2,836	\$ 3,007	\$ 3,217
G & T Facilitator(2)	\$ 4,285	\$ 4,542	\$ 4,860
National Honor Society	\$ 2,240	\$ 2,374	\$ 2,540
Literary Magazine	\$ 2,693	\$ 2,855	\$ 3,055
Manitou	\$ 5,588	\$ 5,923	\$ 6,338
Network Support, Asst.	\$ 754	\$ 799	\$ 855
Network Training Specialist	\$ 2,040	\$ 2,162	\$ 2,313
Nutshell	\$ 4,139	\$ 4,387	\$ 4,695
Optimist Club	\$ 2,807	\$ 2,975	\$ 3,184
Public Relations Photographer	\$ 1,000	\$ 1,060	\$ 1,134
School Store	\$ 2,836	\$ 3,007	\$ 3,217
Set Design	\$ 2,807	\$ 2,976	\$ 3,184
Site Manager (per game)	\$ 45	\$ 48	\$ 51
Spanish Honor Society		\$ 1,187	\$ 1,270
Student Activities	\$ 9,922	\$ 10,517	\$ 11,253
Student Council, Asst.	\$ 3,559	\$ 3,773	\$ 4,037
Student Council	\$ 3,643	\$ 3,861	\$ 4,132
Teacher Mentor (experienced)	\$ 427	\$ 452	\$ 484
Teacher Mentor (new,traditional route)	\$ 567	\$ 601	\$ 643
Teacher Mentor(alternate route)	\$ 1,000	\$ 1,060	\$ 1,134
Teacher Leader	\$ 1,050	\$ 1,113	\$ 1,191
Ticket Seller (per game)	\$ 40	\$ 42	\$ 45
Time Keeper (per game)	\$ 55	\$ 58	\$ 62
Twirlers	\$ 3,233	\$ 3,427	\$ 3,666
Unit Leader, CST, BSIP	\$ 3,387	\$ 3,590	\$ 3,841
Unit Leader, Alternative	\$ 3,387	\$ 3,590	\$ 3,841
Web Master	\$ 5,561	\$ 5,895	\$ 6,308
Weight Training	\$ 2,122	\$ 2,249	\$ 2,406

1- Teachers currently teaching Advanced placement courses will be paid \$300.00/course for the first year of this agreement only.

Coaching Guides
2005-06

		1	2	3	4	5
Baseball	Head	\$ 4,209	\$ 4,369	\$ 4,804	\$ 5,291	\$ 5,820
	Assistant	\$ 3,078	\$ 3,238	\$ 3,562	\$ 3,923	\$ 4,315
Basketball	Head	\$ 4,881	\$ 5,041	\$ 5,544	\$ 6,105	\$ 6,715
	Assistant	\$ 3,466	\$ 3,626	\$ 3,988	\$ 4,392	\$ 4,831
Cross Country	Head	\$ 3,467	\$ 3,627	\$ 3,990	\$ 4,394	\$ 4,832
Field Hockey	Head	\$ 4,281	\$ 4,441	\$ 4,885	\$ 5,380	\$ 5,917
	Assistant	\$ 3,087	\$ 3,247	\$ 3,570	\$ 3,933	\$ 4,326
Football	Head	\$ 5,338	\$ 5,498	\$ 6,047	\$ 6,660	\$ 7,324
	Assistant	\$ 3,783	\$ 3,943	\$ 4,336	\$ 4,776	\$ 5,253
Golf	Head	\$ 2,912	\$ 3,072	\$ 3,377	\$ 3,720	\$ 4,092
Gymnastics	Head	\$ 4,086	\$ 4,246	\$ 4,669	\$ 5,142	\$ 5,655
	Assistant	\$ 2,775	\$ 2,935	\$ 3,228	\$ 3,555	\$ 3,910
Lacrosse	Head	\$ 4,281	\$ 4,441	\$ 4,885	\$ 5,380	\$ 5,917
	Assistant	\$ 3,087	\$ 3,247	\$ 3,570	\$ 3,933	\$ 4,326
Soccer	Head	\$ 4,211	\$ 4,371	\$ 4,806	\$ 5,295	\$ 5,824
	Assistant	\$ 3,126	\$ 3,286	\$ 3,613	\$ 3,974	\$ 4,371
Softball	Head	\$ 4,209	\$ 4,369	\$ 4,804	\$ 5,291	\$ 5,820
	Assistant	\$ 3,078	\$ 3,238	\$ 3,562	\$ 3,923	\$ 4,315
Tennis	Head	\$ 3,091	\$ 3,251	\$ 3,576	\$ 3,939	\$ 4,332
Track(spring)	Head	\$ 4,170	\$ 4,330	\$ 4,761	\$ 5,244	\$ 5,767
	Assistant	\$ 2,958	\$ 3,118	\$ 3,429	\$ 3,778	\$ 4,155
Track(winter)		\$ 2,912	\$ 3,072	\$ 3,377	\$ 3,720	\$ 4,092
Wrestling	Head	\$ 4,529	\$ 4,689	\$ 5,156	\$ 5,680	\$ 6,247
	Assistant	\$ 3,344	\$ 3,504	\$ 3,854	\$ 4,245	\$ 4,669

Post Season Compensation

Compensation for participation in post season competition will be paid at a rate of \$30.00/day for head Coaches with a maximum payment of \$450.00 and \$25.00/day for Assistant coaches with a maximum payment of \$375.00, inclusive of all practices and competition days.

All coaches on steps 1-4 will move up one step on guide

Coaches off guide will receive a 5% increase

Coaches on step 5 will receive a 5% increase and move off guide

Coaching Guides
2006-07

1 2 3 4 5

Baseball	Head	\$ 4,301	\$ 4,461	\$ 4,896	\$ 5,384	\$ 5,912
	Assistant	\$ 3,103	\$ 3,263	\$ 3,587	\$ 3,948	\$ 4,340
Basketball	Head	\$ 5,014	\$ 5,174	\$ 5,677	\$ 6,238	\$ 6,848
	Assistant	\$ 3,514	\$ 3,674	\$ 4,036	\$ 4,440	\$ 4,879
Cross Country	Head	\$ 3,515	\$ 3,675	\$ 4,038	\$ 4,442	\$ 4,880
Field Hockey	Head	\$ 4,378	\$ 4,538	\$ 4,982	\$ 5,477	\$ 6,014
	Assistant	\$ 3,112	\$ 3,272	\$ 3,596	\$ 3,958	\$ 4,351
Football	Head	\$ 5,498	\$ 5,658	\$ 6,207	\$ 6,820	\$ 7,485
	Assistant	\$ 3,850	\$ 4,010	\$ 4,403	\$ 4,843	\$ 5,320
Golf	Head	\$ 2,926	\$ 3,086	\$ 3,392	\$ 3,735	\$ 4,106
Gymnastics	Head	\$ 4,171	\$ 4,331	\$ 4,754	\$ 5,227	\$ 5,740
	Assistant	\$ 2,782	\$ 2,942	\$ 3,234	\$ 3,562	\$ 3,917
Lacrosse	Head	\$ 4,378	\$ 4,538	\$ 4,982	\$ 5,477	\$ 6,014
	Assistant	\$ 3,112	\$ 3,272	\$ 3,596	\$ 3,958	\$ 4,351
Soccer	Head	\$ 4,304	\$ 4,464	\$ 4,899	\$ 5,388	\$ 5,916
	Assistant	\$ 3,153	\$ 3,313	\$ 3,640	\$ 4,002	\$ 4,399
Softball	Head	\$ 4,301	\$ 4,461	\$ 4,896	\$ 5,384	\$ 5,912
	Assistant	\$ 3,103	\$ 3,263	\$ 3,587	\$ 3,948	\$ 4,340
Tennis	Head	\$ 3,117	\$ 3,277	\$ 3,602	\$ 3,965	\$ 4,358
Track(spring)	Head	\$ 4,260	\$ 4,420	\$ 4,852	\$ 5,334	\$ 5,858
	Assistant	\$ 2,975	\$ 3,135	\$ 3,447	\$ 3,795	\$ 4,172
Track(winter)		\$ 2,926	\$ 3,086	\$ 3,392	\$ 3,735	\$ 4,106
Wrestling	Head	\$ 4,641	\$ 4,801	\$ 5,268	\$ 5,792	\$ 6,359
	Assistant	\$ 3,385	\$ 3,545	\$ 3,894	\$ 4,286	\$ 4,710

Post Season Compensation

Compensation for participation in post season competition will be paid at a rate of \$30.00/day for head Coaches with a maximum payment of \$450.00 and \$25.00/day for Assistant coaches with a maximum payment of \$375.00, inclusive of all practices and competition days.

All coaches on steps 1-4 will move up one step on guide

Coaches off guide will receive a 6% increase

Coaches on step 5 will receive a 6% increase and move off guide

Coaching Guides
2007-08

1 2 3 4 5

Baseball	Head	\$ 4,442	\$ 4,602	\$ 5,037	\$ 5,525	\$ 6,053
	Assistant	\$ 3,160	\$ 3,320	\$ 3,644	\$ 4,005	\$ 4,397
Basketball	Head	\$ 5,204	\$ 5,364	\$ 5,868	\$ 6,429	\$ 7,039
	Assistant	\$ 3,600	\$ 3,760	\$ 4,122	\$ 4,526	\$ 4,965
Cross Country	Head	\$ 3,601	\$ 3,761	\$ 4,124	\$ 4,528	\$ 4,966
Field Hockey	Head	\$ 4,525	\$ 4,685	\$ 5,129	\$ 5,624	\$ 6,161
	Assistant	\$ 3,170	\$ 3,330	\$ 3,653	\$ 4,016	\$ 4,409
Football	Head	\$ 5,723	\$ 5,883	\$ 6,432	\$ 7,045	\$ 7,709
	Assistant	\$ 3,960	\$ 4,120	\$ 4,513	\$ 4,953	\$ 5,429
Golf	Head	\$ 2,971	\$ 3,131	\$ 3,437	\$ 3,780	\$ 4,151
Gymnastics	Head	\$ 4,303	\$ 4,463	\$ 4,886	\$ 5,359	\$ 5,872
	Assistant	\$ 2,817	\$ 2,977	\$ 3,269	\$ 3,596	\$ 3,951
Lacrosse	Head	\$ 4,525	\$ 4,685	\$ 5,129	\$ 5,624	\$ 6,161
	Assistant	\$ 3,170	\$ 3,330	\$ 3,653	\$ 4,016	\$ 4,409
Soccer	Head	\$ 4,445	\$ 4,605	\$ 5,040	\$ 5,529	\$ 6,058
	Assistant	\$ 3,214	\$ 3,374	\$ 3,701	\$ 4,063	\$ 4,459
Softball	Head	\$ 4,442	\$ 4,602	\$ 5,037	\$ 5,525	\$ 6,053
	Assistant	\$ 3,160	\$ 3,320	\$ 3,644	\$ 4,005	\$ 4,397
Tennis	Head	\$ 3,175	\$ 3,335	\$ 3,660	\$ 4,023	\$ 4,416
Track(spring)	Head	\$ 4,398	\$ 4,558	\$ 4,990	\$ 5,472	\$ 5,996
	Assistant	\$ 3,024	\$ 3,184	\$ 3,495	\$ 3,843	\$ 4,220
Track(winter)	Head(2)	\$ 2,971	\$ 3,131	\$ 3,437	\$ 3,780	\$ 4,151
Wrestling	Head	\$ 4,806	\$ 4,966	\$ 5,433	\$ 5,957	\$ 6,524
	Assistant	\$ 3,462	\$ 3,622	\$ 3,971	\$ 4,363	\$ 4,787

Post Season Compensation

Compensation for participation in post season competition will be paid at a rate of \$30.00/day for head Coaches with a maximum payment of \$450.00 and \$25.00/day for Assistant coaches with a maximum payment of \$375.00, inclusive of all practices and competition days.

All coaches on steps 1-4 will move up one step on guide

Coaches off guide will receive a 7% increase

Coaches on step 5 will receive a 7% increase and move off guide

MISCELLANEOUS STIPENDS
Schedule D

Medical waiver payments(annual)

Single	\$1,250.
Parent/ Child	\$1,500.
Husband/ wife	\$2,000.
Family	\$2,250.

Dental	\$ 150.
Prescription	\$ 250.

Tuition Reimbursement
See Article XVI

Mileage
Set at the IRS approved rate

Independent Study Stipend(annual)
2005-08 \$200.00 per student

Home Bound Instruction(hourly)

2005-06	\$27.00
2006-07	\$28.00
2007-08	\$29.00

Time in the field includes up to 1 hour of travel time.

Summer Instructional Improvement Work(not to include curriculum development and/or student contact)(hourly)

2005-06	\$19.50
2006-07	\$20.50
2007-08	\$21.50

Class coverage(per period/block)

	<u>ES/MS</u>	<u>HS</u>
2005-06	\$22.50	\$45.00
2006-07	\$23.50	\$47.00
2007-08	\$24.50	\$49.00

Curriculum Development

Will be paid as a lump sum based on the following:

		<u>New(20 hrs.)</u>	<u>Revision(10 hrs.)</u>
2005-06	\$23.50	\$470.00	\$235.00
2006-07	\$24.50	\$490.00	\$245.00
2007-08	\$25.50	\$510.00	\$255.00

Payment will be for submitted Curricula. Any further revisions suggested by the administration will be paid at the Co-Curricular Rate. All payments will be made in a timely manner, not to exceed 60 days.

Professional Development Stipend(hourly)

	<u>Attendee</u> (max. 10 hrs./yr)	<u>Teacher Facilitator</u>
2005-06	\$22.50	\$45.00
2006-07	\$23.50	\$47.00
2007-08	\$24.50	\$49.00

Co-Curricular Rate(not otherwise covered)(hourly)

2005-06	\$19.50
2006-07	\$20.50
2007-08	\$21.50

Moving Classrooms(annual):

Staff required to move classrooms will be paid as follows:

Within a building	\$150.00
Between Buildings	\$250.00

National Board Certification \$1,000.00

Awards(annual)

<i>Perfect Attendance</i>	\$150.00
<i>Outstanding Attendance</i>	\$ 75.00

Appendix E- Reversion Language. Should Block scheduling be abandoned by the Board, the contract will revert to the following language.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

A. Teaching Hours

1. Teacher Day

Members are expected to devote to their assignments, in meeting the needs of the young people, the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes but to check in and out on a sheet so designated by their building principals.

2. Length of Day - Full Time Employees

The total in-school workday of all teachers in the system shall consist of a minimum of seven hours and a maximum of seven and one-half hours in accordance with the requirements of the particular building needs. This time shall also include a duty free lunch period.

3. Less Than Full Time Employees

Any employee who is employed less than full time shall be entitled to a pro-rated share of those divisible benefits available to full time personnel (vis, sick days, professional days, personal days, lunch periods, preparation periods). The pro-rating shall be accomplished by applying a fraction to the total benefit available to full time personnel. The numerator of such fraction shall be the number of hours worked per week by the less than full time employee; the denominator shall be thirty-seven and one-half hours. All partial days will be rounded to the nearest half day.

It is understood and agreed that certain benefits cannot be pro-rated because they are non-divisible (vis, health insurance, dental insurance, prescription). To qualify for the aforementioned non-divisible benefits, during the term of this agreement, the less than full time personnel must work no less than twenty (20) hours per week. Teachers who work twenty (20) hours per week shall be paid one-half (1/2) of the salary determined by their step on guide and will continue to be eligible for and entitled to insurance coverage.

Less than full time teachers shall have, without division, all other rights and privileges guaranteed to full time teachers including, but not limited to, compensation for co-curricular positions, class coverage, and tuition reimbursement.

4. Arrival and Dismissal Time

Except as might be required because of duty needs, no High School teacher shall be required to report for work earlier than fifteen minutes before the opening of the pupils' school day, and shall be permitted to leave twenty minutes after the close of the pupils' school day. No Elementary School teacher shall be required to report more than ten minutes before the opening of the pupils' day. They shall not be required to stay for more than twenty minutes after the pupils' dismissal time on Tuesday through Friday. On Monday, they will be required to stay for 45 minutes after student dismissal for purposes of planning. On half-days, teachers who leave for lunch must be back at their assigned stations no later than 1:15 p.m.

B. Teaching Load

1. Grades 9-12

Realizing the absolute necessity of providing proper conditions for professional personnel, but subject to the Board's right to maintain the efficiency of the school district operations entrusted to it, no secondary teacher, except in cases of emergency shall have a work schedule exceeding five (5) student instruction periods, one (1) preparation period as provided hereinafter (E.1), and one (1) additional student contact period, exclusive of limited supervisory duties before and after school, as well as student activity periods scheduled during the school day. The High School Athletic Director shall have a maximum of three (3) student instruction periods and one (1) additional student contact period. This can only be changed by emergency conditions such as a change in school hours. (Note: ATP language deleted as per agreement)

2. Elementary Schools K-8

The daily teaching load in the elementary schools, whenever possible will not exceed five and one-half (5 1/2) hours of pupil contact but in no instance will it exceed six (6) hours of pupil contact.

3. Department Heads (Grades 9-12)

Department heads shall not be assigned more than four (4) student instruction periods and one (1) student contact period on each day.

4. Number of Preparations (Grades 9-12)

High School teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations. All possible efforts will be made in this direction. If an occasion arises where it is not possible, the Association will be consulted.

5. Continuous Teaching in Secondary Schools

Normally, secondary teachers shall not be required to teach continuously for more than three (3) periods. In the event it is necessary that a secondary teacher have four (4) continuous student instruction periods, the period following will not involve any student contact. When the administration feels that four (4) continuous student instruction periods are necessary, the Association will be consulted.

6. Continuous Teaching in Elementary Schools

Every effort will be made by the Administration to keep continuous teaching to a maximum of three (3) hours, three (3) periods.

C. Lunch Periods

1. Teachers shall have a daily duty-free lunch period in all schools which shall be a minimum of twenty (20) minutes duration.

2. Leaving of Building

Teachers may leave the building without requesting permission during their scheduled duty-free periods, but must indicate their absence on a sign-in sheet.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings twice a month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be held on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall be given an opportunity to suggest items for the agenda.

E. Preparation Time

1. Time Allotment

Preparations time will be provided as follows:

Grades K-8: One (1) period of forty (40) minutes duration per day, except for Special Services teachers who will have the equivalent of forty (40) minutes per day.

Grades 9-12: One (1) period per day (42 minutes):

2. Extra Pay and/or Release Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their 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 non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the rate as listed in schedule D.

F. Extra-Curricular Activities

Teachers will be compensated for extra-curricular activities in accordance with the pay schedule adopted and attached as a part of this contract. This does not include evening activities, PTA meetings or other such type functions. All coaching and extra-curricular activities shall be performed on a voluntary basis. For those services rendered in connection with student activities for which a stipend or hourly rate is not otherwise provided in this agreement, the hourly rate as listed in schedule D.

ARTICLE VIII NON-TEACHING DUTIES

A. Scope of Professionalism

The Board of Education adhering to the philosophy that the teaching profession embraces varied contacts with children in order that a professional may get to know a youngster better, feels that the scope of professionalism extends beyond the walls of the classroom and embraces other responsibilities.

1. Volunteer Assistants

Every effort will be made to initiate a program whereby volunteer assistants will assist elementary teachers in supervising the cafeteria and playground during lunch periods.

2. Cafeteria Supervision

In regard to cafeteria supervision of high school students, all available certificated personnel will be rotated on an equitable basis, and the non-teaching schedule will not be arranged to avoid that duty.

3. Hall Duty

Each period a high school teacher will insure that the halls are cleared.

B. Extra Duties

In the scheduling of extra duties, the Association chairperson of each building will be consulted by the principal in the building in order that an equitable arrangement may be achieved.

Addendum F

a. A \$500 annual increment will be awarded to qualifying certificated staff members on September 30th starting in 1998.

b. To qualify for the PDI, staff members must successfully complete 45 hours of professional development courses* offered by the school district between November 6, 1996 and August 31, 1998.

c. Staff members must be employed prior to November 6, 1996 to be eligible for the PDI.

d. Staff members enrolled in the PDI program will not receive an hourly stipend for participating in the courses.

e. Only courses offered beyond regular school hours or during the summer will be counted toward the 45 hour requirement.

* Each professional development program will include a classroom application component.

The ACEP coaching course will not count toward the 45 hour requirement.

Workshops offered outside of the school must have prior administrative approval in order to count toward the 45 hour requirement. The cost of such workshops is the responsibility of the staff member.

This language will be retained in this contract until the last person who has qualified for this increment has left the district. A list of the qualified members will be made available to the Association annually by the Superintendent or his/her designee.

Overload Compensation

In the event that extraordinary circumstances arise that require the Board to request that a teacher carry an overload, the compensation will be calculated as follows:

High School-

A single, one semester overload will be compensated at a rate of 25% of the teacher's salary on guide for that semester. This amount will not exceed the maximum compensation allowed under this clause. In the event that a teacher is carried an overload for two semesters, the compensation will be calculated as stated above for the second overload.

Elementary/Middle School-

Teachers asked to carry an overload for a single, full year course will be compensated at a rate of 16.7% of their salary on guide. This amount shall not exceed the maximum compensation allowed under this clause.

Less than full courses-

In the event that an overload assignment is for a duration of less than one semester or one year as designated above, that teacher will be compensated as calculated above on a per diem basis. Coverage will be considered an overload if the same teacher covers a class for more than 5 days and is responsible for lesson planning and assessment of students.

Maximum compensation-

The number of days used for calculation purposes will be those days on the school calendar when the teacher is required to be in attendance. Used sick days, personal days or professional days shall not reduce the number of days used to determine the compensation for any overload.

The maximum compensation will be determined by applying 25% to 70% of the maximum salary on the Bachelors' guide.

The maximums for the 2005-2008 school years will be as follows:

2005-06	\$14,896.00
2006-07	\$15,226.00
2007-08	\$15,593.00

NEW JERSEY DEPARTMENT OF EDUCATION
WAIVER APPLICATION
N.J.A.C. 6:3A

COUNTY: Monmouth ID CODE # 25
DISTRICT: Upper Freehold Regional ID CODE # 5310

"Waiver" means the granting of approval to avoid compliance either with the specific procedures or the substantive requirements of a specific rule for reasons that are judged educationally, organizationally and fiscally sound.

1. List the administrative code citation(s) which the proposed waiver process will replace if approved.

N.J.A.C. 6:3-4.3

- (c) The policies and procedures shall be developed under the direction of the district's chief school administrator in consultation with tenured teaching staff members and shall include, but not be limited to:
 - 3. Methods of data collection and reporting appropriate to the job description including, but not limited to, observations of classroom instruction.
 - 4. Observation conference(s) between the supervisor and the teaching staff member.

2. Describe what the district intends to accomplish that is currently prevented or disallowed by an existing rule.

- Research indicates that improved practice is the result of self-reflection and dialogue. The draft New Jersey Professional Teaching Standards state that "the teacher participates as an active, responsible member of the professional community, engaging in a wide range of reflective practices, pursuing opportunities to grow professionally, and establishing collegial relationships to enhance the teaching and learning process." During the 2002-2003 school year, a representative committee of faculty and administration developed a model of supervision for tenured teachers that will support a full continuum of learning and professional growth opportunities.
- This differentiated model offers pathways for supervision more suitable for school reform, curriculum initiatives, and the district's block scheduling system that requires alternative instructional strategies and assessments to address additional classroom instructional time. This model of evaluation allows teachers to work individually or collegially to expand competence in these new areas. It responds to individual needs of teachers and is focused on student learning.
- In conjunction with the proposed Professional Growth Plan, administrators have the continuous responsibility of monitoring excellence by using multiple alternative sources of data about daily practice that include but are not limited to formal and informal observation, student achievement, teacher interview and student/parental feedback.
- Enabling teachers to work together and supporting them to help each other grow professionally fosters collegiality. This model emphasizes continuous appraisal of performance with a focus on self-assessment that leads to a planning process that is flexible, creative and stimulating. Professional Growth Plans are developed to focus on activities that connect to subject area, school or district initiatives and ultimately to student learning. The plan design

includes learning activities for one or more years. Participants may revise and/or expand their focus dependent on learning experiences

3. Briefly describe why a waiver is necessary to accomplish the desired objectives or measurable results. Describe your proposed equivalent.

Our current system of supervision for tenured teachers is based on a single summative evaluation of one lesson. The procedure does little to support the professional attributes that are outlined in the draft New Jersey Professional Teaching Standards or the Standards for Required Professional Development of Teachers. Our proposed Professional Growth Plans will allow tenured staff members to follow a customized path of inquiry and classroom practice that reflects state standards by including the following options: action research, peer coaching, mentoring, study groups, and curriculum projects.

For the first three years of our recommended four year cycle, in lieu of our current classroom observation document, teachers will work collaboratively with administrators to develop a summary document that chronicles the results of the Professional Growth Plan. In the fourth year, teachers will take part in a more comprehensive process that includes a classroom observation of practice, a review of a wide range of instructional documents, a self-reflective and an administrative written evaluation. In each instance, each tenured teacher will confer with his/her supervisor to develop an Annual Supervisory Summary Report that will be completed by the last day of the school year.

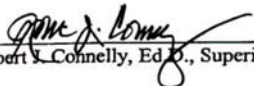
4. Describe the process of informing the community, parents, board of education members, administration and staff in the development of the proposal through input and public comment.

The Teacher Evaluation Committee has made regular progress reports to faculty, the district's Administrative Council, and the Board of Education. In the district's Strategic Plan, district staff and community members included the revised teacher evaluation proposal as a goal in the area of Curriculum and Instruction. Teacher Evaluation Committee members and district administrators will continue to gather information about the tenured supervision process and procedural improvements will be made as necessary. An update on the current status of the process will be provided to members of the Board of Education annually.

5. List the date that the local Board of Education adopted the resolution for the proposed equivalency.

July 16, 2003

I, Robert J. Connelly, certify that the information presented in this application is true and accurate to the best of my knowledge.



Robert J. Connelly, Ed.D., Superintendent

July 15, 2003
Date

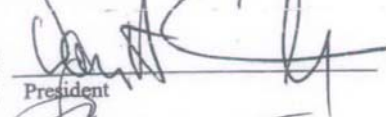
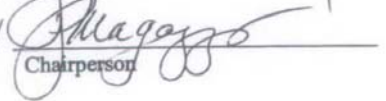
12 Month Professional Personnel

Proposal to a sidebar agreement
to clarify ARTICLE VI
Section A.2
Of the Collective Bargaining Agreement

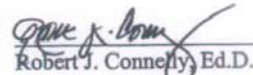
2 Twelve month personnel

The in-school work year of members employed and appointed by the Board of Education on a twelve month basis shall either be: two hundred six (206) days and they shall be compensated at an additional ten (10) percent of their respective placement on the salary guide; or, two hundred sixteen (216) days and they shall be compensated at an additional fifteen (15) percent of their respective placement on the salary guide. All other terms and conditions of the collective bargain agreement will remain the same for 12 month employees as for 10 month employees.

For the Upper Freehold Regional
Education Association

9/28/01 
Date President
10/1/01 
Date Chairperson

Adopted by Upper Freehold Regional
Board of Education - September 19, 2001.

9-21-01 
Date Robert J. Connelly, Ed.D.
Superintendent

APPROVED

Warren Gessmann, President
Upper Freehold Regional
Education Association

Date

Jeanette Bressi, President
Upper Freehold Regional
Board of Education

Date

Philip Magazzo, Negotiation
Chairperson, Upper Freehold
Regional Education Assoc.

Date

Howard Kreiger, Negotiation
Chairperson, Upper Freehold
Regional Board of Education

Date

ASSISTANTS

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ARTICLE I RECOGNITION

A. Pursuant to Chapter 123, P.L. 1974, State of New Jersey, the Upper Freehold Regional Board of Education hereby recognizes the Upper Freehold Regional Education Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and terms and conditions of employment for all assistants including: Non-Instructional Assistants, and Instructional Assistants.

B. Unless otherwise specified in this Agreement, the personnel included in this unit agreement described above shall hereinafter be referred to as employees.

ARTICLE II ENTIRE AGREEMENT - NEGOTIATIONS PROCEDURE

B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. In the event that the parties mutually agree to alter, amend or supplement this Agreement, the terms of any subsequent Agreement shall be reduced to writing, signed by the parties hereto, ratified by the Association and adopted by the Board. The terms hereof shall not be otherwise changed, modified or amended.

D. In accordance with the provisions of Chapter 123, Public Laws of 1973 of the State of New Jersey, the parties agree to commence negotiations for the successor agreement not later than September 30, 1992.

E. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization other than the Association.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean an alleged violation, interpretation or application of any provision of this Agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.
2. A grievant is the person or persons alleging said violation.
3. An employee shall mean any paid assistant.
4. An immediate supervisor shall mean that member of Administration to whom the employee normally reports, or their designee.

B. Grievance Procedure

1. When an employee believes they have been aggrieved, they may present a grievance either orally or in writing to their immediate supervisor. All

grievances shall be presented not later than twenty (20) calendar days following the occurrence which is the basis for the grievance.

2. A reply to the grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.

3. Should a grievant be dissatisfied with the reply to the grievance at the initial step of the procedure, the employee may request that the grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time the member requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following this level of review.

4. Should a grievant be dissatisfied with the reply to the grievance given by the Superintendent, the member may request that the grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of her desire to have the grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date, if so required, for the grievance not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph, shall mean a committee of the Board made up of members of the Board which the Board so designates.

5. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

7. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

8. The arbitrator shall limit any decisions strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions.

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law; except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary or capricious to constitute an abuse of discretion.

(c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. Miscellaneous

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set

forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure.

ARTICLE IV HOURS OF WORK

A. Subject to the provisions below, all full-time Assistants shall work eight (8) hours per day, inclusive of one-half hour duty free lunch period. The parties agree that there is a need for flexibility in scheduling the hours in the workday. Accordingly, the Building Principal, in his discretion, may schedule the eight-hour work day between 7:30 a.m. and 3:30 p.m., or 7:45 a.m. and 3:45 p.m., or 8:00 a.m. and 4:00 p.m., or 8:15 a.m. and 4:15 p.m., or 8:30 a.m. and 4:30 p.m., or 8:45 a.m. and 4:45 p.m., or 9:00 a.m. and 5:00 p.m.

B. All half-time Assistants shall work four (4) hours per day. The working hours for said half-time personnel shall be scheduled by the Building Principal of all building personnel and by the Superintendent of Schools for all other personnel. Any half-time personnel required to work a full day shall receive a half-hour duty free lunch period.

C. Employees in the unit shall not be required to work on days which the schools are closed due to inclement weather.

D. Employees in the unit shall be entitled to one (1) uninterrupted rest period of fifteen (15) minutes during the morning and one (1) uninterrupted rest period of fifteen (15) minutes during the afternoon, at such time as shall be mutually agreed upon by the employee and the immediate supervisor.

E. Compensatory time shall be handled at the building level whereby the building head will be responsible for processing applications in connection with same and communicating decisions to the employee involved.

ARTICLE V SICK LEAVE

A. All ten-month employees shall be allowed, without deduction from salary twelve (12) sick days leave per year.

B. The aforementioned sick leave is cumulative. The total number of days of sick leave that may be used by an employee in any one year shall be the current annual sick leave allowance of twelve (12) plus the accumulated reserve.

C. No employee shall accumulate any sick leave while on an authorized leave of absence.

D. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in her immediate family or for any other purpose other than that expressed herein is prohibited.

E. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of their sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

Formula for computing the accumulated sick leave/retirement/death benefit for **non-certificated staff members**.

- Step 1 Ascertain number of years of service and annual salary upon retirement
- Step 2 Using the teacher's guide for the step equal to the number of years of service of the individual retiring, locate the salary on the Bachelor's guide and that will give you the denominator of the fraction used in the calculation.
- Step 3 Using the chart* in the teacher's agreement to determine the numerator, which will be a number between \$2,000 and \$4,000. Divide by the teacher's salary which for the 1984-85 school year was between \$14,364 and \$31,598. That will yield a percent between 7.5% and 12.7%. That percentage shall be applied to the retiree's annual salary to yield retirement benefit.

Example After 18 years of service a non-certificated employee is retiring. Her salary at the time of retirement is \$14,450. Article XIV of the teachers' contract for 15-19 years of service = \$2,000. Teacher's salary at step 18 = \$25,739.

$$\frac{2000}{25,739} = 7.8\%$$

7.8% x \$14,450 = \$1,127 accumulated sick leave retirement benefit.

1993 - 1996

Years of Service	Compensation
15	\$2,000
20	2,500
25	3,000
30	3,500
35	4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement benefit.

ARTICLE VI PERSONAL LEAVES OF ABSENCE

A. A maximum of three (3) days of absence annually may be allowed with full pay. Such days will be granted without a reason being expressed by the application other than the day is being taken pursuant to this section. In no event will approval for any of the three (3) days' absence be automatically granted immediately before or immediately after a holiday or vacation or when three (3) consecutive personal days are requested. In the latter two situations the days shall only be granted after approval of the administration.

Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.

Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.

B. The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following: Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

C. Leave for illness in the family. Once personal leave is exhausted, assistants would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction of \$18.25 per day.

D. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

E. Twelve (12) month support staff will be granted vacation time according to the following:

0-10 years in district	- 10 days
11-15 years in district	- 12 days
16-19 years in district	- 14 days
20 or more years in district	- 15 days

ARTICLE VII CALENDAR

A. The work year for Assistants shall consist of **one hundred eight-three (183) working days** scheduled between September 1st and June 30th as follows: Begin the same day as all teachers, plus one hundred eighty (180) student days.

B. Assistants may be required to participate in district in-service programs at the discretion of the administration. Requests from assistants to participate in district in-service programs shall be made to their immediate supervisors. If approved, the supervisors shall submit the request to the Director of Curriculum for processing.

C. Assistants may apply for one (1) para-professional day for professional growth activities. Approval of the immediate supervisor and Superintendent will be required. The district's extant form for professional days will be used for such requests.

D. Written notification of contract renewal/non-renewal and salary status for the following year will be given each employee on or before June 30th of each school year.

E. All Assistants may fulfill their responsibilities for one or more of their three (3) working days beyond the teachers' work year by working an equivalent number of hours beyond their normal working day on a "comp time" basis during the school year with the approval of their immediate supervisor.

ARTICLE VIII SALARIES

- A. The Board shall pay salaries in accordance with the salary schedules attached hereto and made a part thereof
- B. The term of this agreement will be:
 - a. 2005-06 6%
 - b. 2006-07 6%
 - c. 2007-08 6%
- C. The Board reserves the right to withhold an increment for just cause.
- D. The Board retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on any existing salary guide.
- E. Severance Clause-
Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.
 - a. One week salary for each full year of service in the Board's employ.
 - b. The Board, in it's sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

**ARTICLE IX
INSURANCE PROTECTION**

1. The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier for the 2005-06, 2006-07, 2007-08 school years will be Oxford Healthcare. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.

2. Dental and Prescription Insurance will be Board paid as follows: Dental coverage will be carried under the Delta Dental Insurance terms in effect during the current contract term at a co-pay rate of 80/20. The individual cap for dental coverage will be \$1,750.00/year each for members and dependents. Prescription co-pay will be: \$ 5.00 for generic prescriptions, \$15.00 for name brand prescriptions \$ 1x for mail prescriptions (\$5.00 generic, \$15.00 name brand for a 90 day supply).

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,250.00
Parent/child	\$1,500.00
Husband/ Wife	\$2,000.00
Family	\$2,250.00

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 150.00
Prescription	\$ 250.00

The Board will make application for IRS approval to ensure that those employees who do not opt out of the Health Insurance Plan will not have the insurance costs taxed as income in accordance with Section 125 of the Internal Revenue Code.

Support staff employed 30 hours or more of a regular full time assignment will be eligible for coverage.

All new hires, commencing with the 1997-98 school year, will receive single health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage. All full-time, tenure eligible employees and those meeting the requirements in Paragraph B above, shall receive full health insurance (husband/wife, parent/child, family, whichever is applicable) upon attaining tenure. All employees who are not tenure eligible, who are employed thirty (30) or more hours per week, shall receive full health insurance benefits (husband/wife, parent/child, family, whichever is applicable) after having worked 3 consecutive full years of employment.

ARTICLE X DEDUCTIONS FROM SALARY

A- Payroll and Dues Deductions

The Board agrees to deduct from the salary of its employees dues for the Upper Freehold Regional Education Association and the New Jersey Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S. 52:14-15.9(e)), and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association. Such transmittal shall be made by the 15th of each month following the monthly pay period in which deductions were made.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school 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. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school 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 school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. 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.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and costs and expenses, 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.

ARTICLE XI PROMOTIONS

Promotions shall be made at the sole discretion of the Superintendent of Schools.

ARTICLE XII EMPLOYEE EVALUATION

Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor and/or principal at least once in each contract year before April 1st. Employees shall be given copies of the evaluation report and shall be requested to sign it at the completion of the conference. Opportunity shall be given to the employee to file a written response. The response and the evaluation shall be forwarded to the Superintendent and shall be filed in the central personnel file.

ARTICLE XIII VOLUNTARY TRANSFERS

A. In the event that a vacancy occurs in any unit position, the Superintendent shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the main office of each school.

B. Any employee in the unit who desires to transfer to another building may file a written statement of request to do so with the Superintendent, including the positions and the location to which transfer is desired.

C. In the review of requests for voluntary transfer, the Board shall retain unilaterally the right to dispose of any such request as it sees fit.

ARTICLE XIV PERFECT/OUTSTANDING ATTENDANCE

Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$50.00 on October 31st.

ARTICLE XV MISCELLANEOUS PROVISIONS

Children of Support Staff Members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District shall be permitted to continue on roll without payment of tuition. (note deletion of date reference) Beginning with the 1990-91 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering impact of the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.

ARTICLE XVI ADMINISTRATION OF CONTRACT

A. If any provisions of this Agreement or any application of the 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 shall continue in full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

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

1. If by the Association, to the Board at:
Upper Freehold Regional Board of Education
27 High Street
Allentown, New Jersey 08501
2. If by the Board, to the Association at:
President, Upper Freehold Regional Education
Association
Home Address (to be advised)

ARTICLE XVII

REIMBURSEMENT FOR CONTINUING EDUCATION

A. Requirements and Procedures

The requirements and procedures for continuing education reimbursement of any member of the support staff are as follows:

In order to be eligible a member must:

1. Be actively employed by the district at the time the courses are taken.
- 2a. Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college and/or supervisor, as the case may be, which gives evidence of successful completion of the course(s).
- 2b. Courses will be related to obtaining degrees, certifications and/or coursework that will maintain or improve job skills, or any other courses related to the field of Education.
- 2c. Intended courses will be presented to the Superintendent for approval prior to course registration. Approval of these courses shall not be arbitrarily denied.
4. The course(s) must be completed successfully, as evidenced by a grade of "B" or higher between.
5. Be employed by the Board of Education at the time that reimbursement is to be made.
6. Courses completed prior to employment are not eligible for reimbursement.

B. Schedule of Limits

The schedule and limits for continuing education reimbursement of any member of the professional staff are as follows:

1. Reimbursement will be the cost of tuition and fees up to the maximum of \$1,000.00 per member for 2005-06, 2006-07 and 2007-08.
2. A limit of \$10,000.00, district wide, per year for fiscal years of 2005-06, 2006-07 and 2007-08 has been established to finance this Article.
3. Requests for reimbursement should be submitted to the Superintendent.
- 4- Payment will be made to the member within thirty (30) days of submission of evidence of satisfactory completion of a course to the Superintendent.
- 5- Any requests for tuition reimbursement denied due to exhaustion of the tuition pool or the employee exceeding the annual limit, will be carried over to the following year.

Non Instructional Assistants

	2005-06	2006-07	2007-08
x	16,396	17,379	18,422
y	17,172	18,202	19,294
z	18,022	19,103	20,249
a	18,952	20,089	21,294
b	19,922	21,117	22,384
c	20,924	22,179	23,510
d	22,039	23,361	24,762
e	23,039	24,421	25,886
f	24,039	25,481	27,010
g	25,039	26,541	28,133
h	26,002	27,562	29,215
i	26,843	28,453	30,160
j	28,043	29,725	31,509
k	29,243	30,997	32,857

Instructional Assistants

	2005-06	2006-07	2007-08
x	19,447	20,613	21,850
y	19,950	21,147	22,416
z	20,508	21,739	23,043
a	21,055	22,318	23,657
b	22,120	23,447	24,854
c	23,499	24,909	26,404
d	24,602	26,079	27,643
e	25,704	27,247	28,881
f	26,806	28,415	30,119
g	27,904	29,578	31,353
h	28,998	30,738	32,583
i	30,093	31,899	33,813
j	31,189	33,061	35,044
k	32,280	34,216	36,269
m	34,459	36,527	38,718
o	36,647	38,845	41,176

Security Salary Guides

	2005-06	2006-07	2007-08
x	24,602	26,079	27,643
y	25,704	27,247	28,881
z	26,806	28,415	30,119
a	27,904	29,578	31,353
b	28,998	30,738	32,583
c	30,093	31,899	33,813
d	31,189	33,061	35,044
e	32,280	34,216	36,269
f	33,370	35,372	37,494
g	34,459	36,526	38,718
h	35,543	37,676	39,936
i	36,647	38,845	41,176

Addendum to Salary Guides

Computer Network Trainees & Engineers

All ratios are based on the instructional Assistant's guide

Level	Step	Ratio
CNE Trainee Level 1		
1.1 25% Novell CNE or equiv	K	1.0
1.2 100% Novell CNE or equiv	M	1.0
1.3 Netware 5 certs or equiv	O	1.0
CNE Trainee Level 1		
2.1 75% Novell CNE or equiv		
Netware 5 certs or equiv	O	1.0
2.2 100% Novell CNE or equiv		
Netware 5 certs or equiv	O	1.15
CNE		
1 100% Novell CNE or equiv		
Netware 5 certs or equiv	O	1.15
2 100% Novell CNE or equiv		
Netware 5 certs or equiv	O	1.15
3 100% Novell CNE or equiv		
Netware 5 certs or equiv	O	1.15

CUSTODIANS

This language is being retained in the event of a return to in house custodial services

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ARTICLE I RECOGNITION

The Board hereby recognized the Association as the exclusive bargaining representative for the following described unit:

1. Custodians

Excluded from the unit shall be the Director of Buildings and Grounds, Asst. Director of Buildings and Grounds, Asst. Supervisor of Buildings and Grounds, the Head Custodian and Groundskeepers.

ARTICLE II NEGOTIATION PROCEDURE

The exclusive representative shall submit in writing proposals for collective negotiation to the Board for commencing negotiations in any subsequent school year in which this Agreement expires. Negotiations shall commence in accordance with the timetable established by PERC of the same year and ground rules will be determined by the parties in negotiation at the first meeting.

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

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean an alleged violation, interpretation or application of any provision of this Agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.

2. A grievant is the person or persons alleging said violation.

3. An employee shall mean any person in the unit as defined in the Recognition article of this Agreement.

4. An immediate superior shall mean that member of the staff to whom the employee normally reports, or his designee.

B. Grievance Procedure

1. When an employee believes they have been aggrieved, they may present a grievance either orally or in writing to their immediate superior. All grievances shall be presented not later than twenty (20) calendar days following the occurrence which is the basis for the grievance.

2. Should the employee present his grievance orally and it is not resolved to this satisfaction within five (5) weekdays, they shall set forth his grievance in writing to the Supervisor of Buildings and Grounds and the Association specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of previous discussions;
- d. any dissatisfaction with discussions previously rendered;
- e. remedy sought.

3. A reply to the written grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.

4. Should a grievant be dissatisfied with the reply to the grievance at the initial step of the procedure, they may request that their grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time they requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following his review.

5. Should a grievant be dissatisfied with the reply of the grievance given by the Superintendent, they may request that the grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of a desire to have the grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date, if so requested, for the grievance not later than twenty (20) calendar days following receipt of the notice. The grievant may have a representative of their own choosing present when the grievance is being reviewed by the Board. The Board shall render a written decision not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph shall mean a committee of the Board made up of members of the Board which the Board so designates.

6. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

7. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

8. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

9. The arbitrator shall limit their decision strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions:

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law, except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary or capricious to constitute an abuse of discretion.

(c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. Miscellaneous

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV EMPLOYEE RIGHTS

1. Criticism of an employee by any administrator regarding the employee's job performance shall be made in confidence and not in the presence of colleagues, parents or students.

2. Whenever the Board of Education or any of its committees requires any employee to appear before the Board or such committee, concerning any disciplinary matter which could adversely affect the employee's position or salary, such employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of their choosing present to advise and represent them during such meeting.

ARTICLE V ASSOCIATION RIGHTS

1. The Board agrees, within a reasonable period of time after receiving a written request, to make available to the Association information in the public domain.

2. The Association shall have the right to hang a reasonable size bulletin board in each faculty room.

3. The Association and its representatives shall be permitted to use a school room at reasonable hours for Association meetings provided a written request for such use is made to the Superintendent of Schools. Before any such request, it must comply with the guidelines outlined in Board policies.

4. The Association shall be permitted reasonable use of school equipment provided it meets all of the requirements set forth in Board policy regarding such use.

ARTICLE VI EMPLOYEE WORK YEAR

1. The Board shall have the absolute right to establish the school calendar. Should the Association desire to make recommendations concerning said calendar, said recommendations shall be delivered to the Superintendent no later than February 1 of each year of the Agreement's duration.

2. The work year for twelve-month employees shall commence on July 1 and conclude on June 30. The work year for ten-month employees shall commence on September 1 and conclude on June 30.

3. Twelve-month employees shall receive the following vacation time:

a. Employment for less than one year shall carry an entitlement of one working day for each month employed and the restriction that no vacation may be taken unless employment has been for a minimum of two (2) months.

b. Employment for one year, but less than eight (8) years, ten (10) working days.

c. Employment for eight (8) years or more, fifteen (15) working days.

d. The Board reserves the right to specify the conditions under which vacation may be taken. The Board, in its sole discretion has the right to

implement a common ten (10) day vacation period for all employees in the unit. Those employees entitled to more than ten (10) days vacation in one year would receive, should the Board implement a common vacation, that portion of his vacation in excess of ten (10) days in the manner herein provided.

Employees eligible for vacation must apply for same to the Superintendent at least three (3) months in advance of the desired start date. Special consideration shall be given to emergencies. All applications are subject to final approval by the Superintendent.

Vacations must be taken with two (2) years of the time earned. In no event shall an employee be permitted to carry forward to a subsequent year more than ten (10) vacation days. Accumulated vacation days in excess of ten, which are not used in any particular year, will be considered abandoned. No payment shall be made for abandoned vacation time.

An employee who anticipates termination of their services may take accrued vacation prior to the termination date with proper approval as set forth above. Accrued vacation may be paid to the estate of a deceased employee or to a retiring employee.

4. If school is closed early due to inclement weather or snow accumulation, custodial staff shall only be required to work a six hour day. If custodians agree to work longer than six hours on such days, they shall be given the option of receiving time and a half or compensatory time on a date mutually agreeable to the employee and the supervisor.

5. Employees shall be granted the following days as holidays during the 1986-1987 and 1987-1988 school years: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Day, Day after Christmas, New Years Day, Martin Luther King Jr.'s Birthday, Easter Monday and Memorial Day. Should any of the foregoing holidays fall on a Saturday or Sunday, the administration shall schedule an alternate day off, with pay, for all unit members.

ARTICLE VII EMPLOYEE HOURS AND LOAD

1. The work day of an employee shall consist of eight (8) hours exclusive of a lunch period. The employer shall have discretion in establishing daily work schedules.

2. Meetings which take place after the regular in-school work day and which require attendance by the employee shall not be called on Fridays or on any day immediately preceding a holiday or day upon which employee attendance at work is not required; unless administratively necessary as determined by the Superintendent of Schools.

3. It shall be a condition of continued employment for all those presently employed to possess a Black Seal License within one year of the execution of this Agreement. All new employees hired following the execution of this Agreement shall, as a condition of continued employment, possess a Black Seal License on or before the first anniversary date of their employment.

4. Any hours worked by an employee over and above a work week of forty (40) hours will be compensated at a rate of time and a half.

5. Before premium pay will be made, the custodial employee must work in excess of their regular shift or an equivalent number of hours. It is agreed that during the summer season or parts of it, certain custodial employees' regular shift may consist of four (4) ten-hour days per week.

6. The Upper Freehold Regional Board of Education agrees to give five (5) calendar days notice to an employee when it becomes necessary to change the employee's shift, except in cases of emergency, as determined by the employer.

ARTICLE VIII EMPLOYMENT

1. Each employee shall be placed on the proper step of the salary guide as negotiated between the Board of Education and the Association. It is agreed that the placement of all unit members as reflected on Schedule "B" of this Agreement is proper.

2. Previously accumulated sick days shall be restored to all returning employees on Board-approved leaves, but no days shall be added for the period of leave.

3. All employees who shall not receive a contract, salary increment or raise shall be notified in writing no later than April 30th.

4. Upon written request, an employee whose contract is not renewed, will be given the reasons for such non-renewal.

5. The Board shall upon request provide the Association with a seniority list for employees indicating date of hire. This list shall be updated annually by September 30th.

ARTICLE IX INSURANCE

1- The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier for the 1993-94, 1994-95, 1995-96 school years will be CIGNA. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.

2. Premium Increases for Dental and Prescription Insurance combined shall be board paid as follows:

Increases up to and including the negotiated settlement percentage.

1996-97; 3.95%

1997-98; 4.15%

1998-99: 4.25%

Premium increases beyond these specified above shall be paid by the employee subject to the following limits:

\$100 per year per employee or

10% of the total premium whichever is less.

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,000
Parent/child	\$1,250
Husband/ Wife	\$1,750
Family	\$2,000

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 100
Prescription	\$ 200

These payments are individual to each employee and shall not impact upon the tax liability of medical, dental, or prescription benefits received by members remaining in the plan, in accordance with Section 25 of the

Employees who work 20 hours or more per week shall continue to be eligible for and entitled to Insurance coverage.

ARTICLE X PROMOTIONS

1. Except in cases of emergency, a notice of a vacancy in any position to be filled shall be sent to each school for posting at least ten (10) days before the final date when applications must be submitted. A copy shall be sent to the Association if such a vacancy becomes available in a summer recess period when schools are closed.

2. Employees who desire to apply for any such vacancies above, shall submit their application in writing to the Superintendent. When a vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

3. Employees who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent, together with the position(s) for which they 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 applied.

4. All employees shall be given opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

ARTICLE XI EVALUATIONS

1. The parties recognize the importance of implementing a program of employee evaluations for the purpose of promoting individual job performance and improving services to students. Evaluations of employees shall be conducted twice annually by their immediate supervisor.

2. Employees shall have the right to receive a copy of their observation report and shall have the right to a signed copy of any formal observation report.

3. Nothing in an employee's file will be used in disciplinary proceedings unless the employee has received a copy prior to any hearing for discipline.

4. An employee may request the right to inspect material in their individual personnel file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. An employee may make a copy of the material which they is permitted to inspect.

5. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not

establish any separate personnel file which is not available for the employee's inspection.

6. Any disciplinary warning notice will be considered for removal from the personnel file after two years, on a case by case basis, after application being made by the employee.

ARTICLE XII SICK LEAVE

1. Sick leave is defined as leave taken by a person steadily employed by the school district who is absent from the assigned post of duty because of personal disability due to illness or injury or because a member has been excluded from school by the school district's medical inspector as the result of contagious disease in the employee's immediate household.

2. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.

3. Twelve-month employees shall receive fifteen (15) sick leave days annually, all of which shall be accumulative. All ten-month employees shall receive twelve (12) sick leave days annually, all of which shall be accumulative.

4. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in her/his immediate family or for any other purpose other than that expressed herein is prohibited.

5. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of that member's sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

a) Formula for computing the accumulated sick leave/retirement/death benefit for **non-certificated staff members.**

- Step 1 - Ascertain number of years of service and annual salary upon retirement.
 - Step 2 - Using the teacher's guide for the step equal to the number of years of service of the individual retiring, locate the salary on the Bachelor's guide and that will give you the denominator of the fraction used in the calculation.
 - Step 3 - Use the chart* in the teacher's agreement to determine the numerator, which will be a number between \$2,000 and \$4,000. Divide by the teacher's salary which for the 1984-85 school year was between \$14,364 and \$31,598. That will yield a percent between 7.5% and 12.7%. That percentage shall be applied to the retiree's annual salary to yield retirement benefit.
- Example: After 18 years of service a non-certificated employee is retiring. Her salary at the time of retirement is \$14,450. Article XIV of the Teacher's contract for 15-19 years of service = \$2,000. Teacher's salary at step 18 = \$25,739.

$$\frac{2000}{25,739} = 7.8\%$$

7.8% x \$14,450 = \$1,127 accumulated sick leave retirement benefit

*1986-1988	
Years of Service	Compensation
15	\$2,000
20	\$2,500
25	\$3,000
26	\$3,500
27	\$4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement benefit.

ARTICLE XIII PERSONAL LEAVES OF ABSENCE

A-1. A maximum of three (3) days of absence annually may be allowed with full pay. Three (3) such days will be granted without giving reasons for same. The only exceptions shall be when a personal day is requested for a day immediately before or after a regularly scheduled holiday or when three (3) consecutive personal days are requested. On the latter two situations the days shall only be granted after approval of the administration.

A-2. Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.

A-3. Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.

B. All employees, upon application for permission, shall be entitled to a maximum of five (5) days off with full pay in the event of each death in the immediate family. The "immediate family" shall mean father, mother, wife, husband, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law. All employees shall be entitled to one (1) day off with full pay in the event of each death of nephews, nieces, uncles, aunts, brother-in-law and sister-in-law.

C. Leave for illness in the family. Once personal leave is exhausted, custodial personnel would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction as noted in Schedule D

D. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

ARTICLE XIV DEDUCTIONS

1. Deductions from each employee's salary shall be in accordance with New Jersey statutes for the following:

- A. Pension and Annuity Funds and loan repayment;
- B. Contributory Insurance;
- C. Association payroll deduction;
- D. Washington National Insurance.

2. The Board shall deduct from the salaries of its employees dues for the Upper Freehold Regional Education Association, the Monmouth County Education Association, New Jersey Education Association and the National Education Association, as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations. 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 and time sufficient for effectuation of such change.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school 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. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school 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 school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. 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.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and costs and expenses, 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.

ARTICLE XV FLOATING HOLIDAYS

Employees who use three (3) or fewer sick days during a given school year shall be granted one (1) floating holiday during the subsequent school year.

ARTICLE XVI PERFECT/OUTSTANDING ATTENDANCE

Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$50.00 on October 31st.

ARTICLE XVII MISCELLANEOUS PROVISIONS

A. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

- a. One week salary for each full year of service in the Board's employ.
- b. The Board, in its sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

B1. If any provisions of this Agreement or any application 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 application shall continue in full force and effect.

2. Any individual contract between the Board and an individual employee theretofore or thereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

3. There will be an emergency, 24-hour phone number, at which the Supervisor of Buildings and Grounds, can be reached in emergency situations.

4. Each member of the unit shall be provided five (5) shirts (three (3) long sleeve, two (2) short sleeve), and three (3) pair of pants. Uniforms shall be worn while on duty.

5. One (1) uniform including coveralls or jacket and gloves will be provided for the entire unit's use when working in the freezer. This uniform will be kept in the area of the freezer.

6. Each custodian following their probationary period shall receive a \$50.00 work shoe allowance. Said shoes shall be worn at work

7. The district will provide two rain coats in each building for use by the custodial staff in inclement weather.

8. Children of support staff members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District during the 1989-1990 school year shall be permitted to continue on roll without payment of tuition.(Note: reference to years deleted). Beginning with the 1990-91 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering the impact on the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.

ARTICLE XVIII BOARD'S RIGHTS

The Board of Education has and hereby retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, including but not limited to:

(a) the selection and hiring of any and all persons who are to be employed by the Board of Education. The retention or dismissal, promotion or demotion and transfer of any person so employed shall be within the discretion of the Board of Education.

(b) the managing and administering of the school system, its property and its facilities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

ARTICLE XIX DURATION OF AGREEMENT

The terms of this Agreement shall be effective as of July 1, 1996 and shall remain in full force and effect until and including June 30, 1999.

1996-99 CUSTODIAL GUIDES

LICENSED DAY (3)			
	1996-97	1997-98	1998-99
A	\$ 20,274	\$ 21,176	\$ 22,160
B	\$ 21,286	\$ 22,223	\$ 23,245
C	\$ 22,297	\$ 23,267	\$ 24,326
D	\$ 23,308	\$ 24,310	\$ 25,404
E	\$ 24,317	\$ 25,351	\$ 26,479
F	\$ 25,326	\$ 26,390	\$ 27,551
G	\$ 26,336	\$ 27,428	\$ 28,622
H	\$ 27,340	\$ 28,461	\$ 29,685
I	\$ 28,346	\$ 29,494	\$ 30,747
J	\$ 29,351	\$ 30,525	\$ 31,807
K	\$ 30,355	\$ 31,554	\$ 32,863
L	\$ 31,358	\$ 32,581	\$ 33,917
M	\$ 32,361	\$ 33,607	\$ 34,968
N	\$ 33,361	\$ 34,628	\$ 36,014
O	\$ 35,060	\$ 36,375	\$ 37,812

LICENSED SHIFT (3E)

A	\$ 20,739	\$ 21,661	\$ 22,669
B	\$ 21,751	\$ 22,708	\$ 23,752
C	\$ 22,762	\$ 23,752	\$ 24,833
D	\$ 23,772	\$ 24,794	\$ 25,910
E	\$ 24,781	\$ 25,835	\$ 26,984
F	\$ 25,790	\$ 26,873	\$ 28,055
H	\$ 26,798	\$ 27,910	\$ 29,124
I	\$ 27,805	\$ 28,945	\$ 30,190
J	\$ 28,810	\$ 29,977	\$ 31,251
K	\$ 29,815	\$ 31,008	\$ 32,310
L	\$ 30,817	\$ 32,035	\$ 33,364
M	\$ 31,820	\$ 33,061	\$ 34,416
N	\$ 32,823	\$ 34,087	\$ 35,468
O	\$ 33,824	\$ 35,109	\$ 36,513

UNLICENSED DAY (4)

	1996-97	1997-98	1998-99
A	\$ 17,123	\$ 17,989	\$ 18,870
B	\$ 18,143	\$ 19,052	\$ 19,975
C	\$ 19,162	\$ 20,112	\$ 21,077
D	\$ 20,181	\$ 21,171	\$ 22,176
E	\$ 21,197	\$ 22,226	\$ 23,270
F	\$ 22,213	\$ 23,281	\$ 24,363
H	\$ 23,228	\$ 24,333	\$ 25,452
I	\$ 24,242	\$ 25,384	\$ 26,538
J	\$ 25,258	\$ 26,434	\$ 27,623
K	\$ 26,270	\$ 27,481	\$ 28,703
L	\$ 27,282	\$ 28,525	\$ 29,779
M	\$ 27,983	\$ 29,244	\$ 30,516
N	\$ 29,300	\$ 30,606	\$ 31,922
O	\$ 30,310	\$ 31,646	\$ 32,990

UNLICENSED SHIFT (4E)

A	\$ 17,593	\$ 18,483	\$ 19,388
B	\$ 18,612	\$ 19,544	\$ 20,491
C	\$ 19,630	\$ 20,603	\$ 21,591
D	\$ 20,647	\$ 21,660	\$ 22,688
E	\$ 21,662	\$ 22,715	\$ 23,782
F	\$ 22,681	\$ 23,771	\$ 24,876
H	\$ 23,695	\$ 24,822	\$ 25,963
I	\$ 24,709	\$ 25,872	\$ 27,048
J	\$ 25,723	\$ 26,921	\$ 28,132
K	\$ 26,735	\$ 27,967	\$ 29,211
L	\$ 27,747	\$ 29,012	\$ 30,287
M	\$ 28,758	\$ 30,055	\$ 31,361
N	\$ 29,802	\$ 31,130	\$ 32,468
O	\$ 30,773	\$ 32,130	\$ 33,495

SECRETARIES

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ARTICLE I RECOGNITION

A. Pursuant to Chapter 123, P.L. 1974, State of New Jersey, the Upper Freehold Regional Board of Education hereby recognizes the Upper Freehold Regional Education Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and terms and conditions of employment for all secretarial personnel excluding: All regularly employed secretarial employees in the district's administration offices.

B. Unless otherwise specified in this Agreement, the personnel included in this unit agreement described above shall hereinafter be referred to as employees.

ARTICLE II ENTIRE AGREEMENT - NEGOTIATIONS PROCEDURE

A. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. In the event that the parties mutually agree to alter, amend or supplement this Agreement, the terms of any subsequent Agreement shall be reduced to writing, signed by the parties hereto, ratified by the secretarial employees and adopted by the Board. The terms hereof shall not be otherwise changed, modified or amended.

C. In accordance with the provisions of Chapter 123, Public Laws of 1973 of the State of New Jersey, the parties agree to commence negotiations for the successor agreement not later than September 30, 1996.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

E. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization other than the Association.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean an alleged violation, interpretation or application of any provision of this Agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.

2. A grievant is the person or persons alleging said violation.

3. An employee shall mean any secretarial employee.

4. An immediate supervisor shall mean that member of Administration to whom the employee normally reports, or his designee.

B. Grievance Procedure

1. When an employee believes they have been aggrieved, she may present a grievance either orally or in writing to their immediate supervisor. All grievances shall be presented not later than twenty (20) calendar days following the occurrence which is the basis for the grievance.

2. A reply to the grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.

3. Should a grievant be dissatisfied with the reply to the grievance at the initial step of the procedure, the member may request that the grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time the member requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following this review.

4. Should a grievant be dissatisfied with the reply to the grievance given by the Superintendent, the grievant may request that the grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of any desire to have the grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date, if so required, for the grievance not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph, shall mean a committee of the Board made up of members of the Board which the Board so designates.

5. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

7. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

8. The arbitrator shall limit all decisions strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions.

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law; except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary or capricious to constitute an abuse of discretion.

(c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. Miscellaneous

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure.

ARTICLE IV HOURS OF WORK

A. Subject to the provisions below, all full-time secretarial personnel shall work eight (8) hours per day, inclusive of one-half hour duty-free lunch period. The parties agree that there is a need for flexibility in scheduling the hours in the work day. Accordingly, Building Principals in their discretion, may schedule the eight-hour work day between 7:30 a.m. and 3:30 p.m., or 7:45 a.m. and 3:45 p.m., or 8:00 a.m. and 4:00 p.m.

B. The work day on Friday and days preceding holidays shall be one-half hour shorter except during the summer period when the work day is shortened.

C. The work day during the summer period shall commence at 8:00 a.m. and conclude at 3:00 p.m., inclusive of one-half hour duty-free lunch period. The summer period is defined as commencing on July 1st and concluding on September 1st.

D. All half-time secretarial personnel shall work four (4) hours per day. The working hours for said half-time personnel shall be scheduled by the Building Principal of all building personnel and by the Superintendent of Schools for all other personnel. Any half-time personnel required to work a full day shall receive a half-hour duty free lunch period.

E. Employees in the unit shall not be required to work on days that the schools are closed due to inclement weather. When school is dismissed early due to inclement weather, all secretaries, except the high school principal's secretary and the elementary principal's secretary, may leave when the teachers leave (i.e. 20 minutes after the students). The principals' secretaries shall remain 30 minutes longer.

F. Employees in the unit shall be entitled to one uninterrupted rest period of fifteen (15) minutes during the morning and one uninterrupted rest period of fifteen (15) minutes during the afternoon, at such times as shall be mutually agreed upon by the employee and the immediate supervisor.

G. Compensatory time shall be handled at the building level whereby the building head will be responsible for processing applications in connection with same and communicating decisions to the employee involved.

ARTICLE V SICK LEAVE

A. All twelve-month employees shall be allowed, without deduction from salary, fifteen (15) sick days leave per year.

B. All ten-month employees shall be allowed, without deduction from salary, twelve (12) sick days per year.

C. The aforementioned sick leave is cumulative. The total number of days of sick leave that may be used by an employee in any one year shall be the current annual sick leave allowance of twelve (12) or fifteen (15) days, as the case may be, plus the accumulated reserve.

D. No employee shall accumulate any sick leave while on an authorized leave of absence.

E. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in her immediate family or for any other purpose other than that expressed herein is prohibited.

F. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of his/her sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

Formula for computing the accumulated sick leave/retirement/death benefit for **non-certificated staff members.**

- Step 1 Ascertain number of years of service and annual salary upon retirement
- Step 2 Using the teacher's guide for the step equal to the number of years of service of the individual retiring, locate the salary on the Bachelor's guide and that will give you the denominator of the fraction used in the calculation.
- Step 3 Using the chart* in the teacher's agreement to determine the numerator, which will be a number between \$2,000 and \$4,000. Divide by the teacher's salary which for the 1984-85 school year was between \$14,364 and \$31,598. That will yield a percent between 7.5% and 12.7%. That percentage shall be applied to the retiree's annual salary to yield retirement benefit.

Example After 18 years of service a non-certificated employee is retiring. Her salary at the time of retirement is \$14,450. Article XIV of the teachers' contract for 15-19 years of service = \$2,000. Teacher's salary at step 18 = \$25,739.

$$\frac{2000}{25,739} = 7.8\%$$

7.8% x \$14,450 = \$1,127 accumulated sick leave retirement benefit.

Years of Service	Compensation
15	\$2,000
20	2,500
25	3,000
30	3,500
35	4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement benefit.

ARTICLE VI PERSONAL LEAVES OF ABSENCE

A-1. A maximum of three (3) days of absence annually may be allowed with full pay. Such days will be granted without a reason being expressed by the application other than the day is being taken pursuant to this section. In no event will approval for any of the three (3) days' absence be automatically granted immediately before or immediately after a holiday or vacation or when three (3) consecutive personal days are requested. In the latter two situations the days shall only be granted after approval of the administration.

A-2. Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.

Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.

B. The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following: Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

C. Leave for illness in the family. Once personal leave is exhausted, secretaries would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction of \$18.25 per day.

D. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

ARTICLE VII CALENDAR

A. The work year for all ten-month employees shall commence on September 1 and conclude on June 30.

The calendar shall not in any way affect school calendar holidays now enjoyed by the ten-month employees (Defined as the same holidays as the teaching staff).

B. All twelve-month employees shall work the "school calendar" as set by the Board of Education while school is in session. Following the termination of the school year, all twelve-month employees shall work Monday through Friday, with the exception of those days established as holidays in N.J.S.A. 36:1-1.

ARTICLE VIII VACATIONS

A. Twelve (12) month support staff will be granted vacation time according to the following:

0-10 years in district	- 10 days
11-15 years in district	- 12 days
16-19 years in district	- 14 days
20 or more years in district	- 15 days

ARTICLE IX SALARIES

A. The Board shall pay salaries in accordance with the salary schedules attached hereto and made a part hereof.

The term of this agreement will be:

- a. 2005-06 6%
- b. 2006-07 6%
- c. 2007-08 6%

B. The Board reserves the right to withhold an increment for just cause.

C. The Board retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on any existing salary guide.

D. In order to advance one step on a salary guide, an employee must have served at least one-half of the prior fiscal year with the district.

E. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

- a. One week salary for each full year of service in the Board's employ.
- b. The Board, in it's sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

ARTICLE X

INSURANCE PROTECTION

1- The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier will be Oxford Healthcare. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.

2. **Dental and Prescription Insurance will be Board paid as follows: Dental coverage will be carried under the Delta Dental Insurance terms in effect during the 1998-99 contract year at a co-pay rate of 80/20. The individual cap for dental coverage will be \$1,750.00 each for members and dependents.**

Prescription co-pay will be: \$ 5.00 for generic prescriptions, \$15.00 for name brand prescriptions. 1X for mail prescriptions (\$5.00 name brand, \$15.00 name brand for a 90 day supply).

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,250.00
Parent/child	\$1,500.00
Husband/ Wife	\$2,000.00
Family	\$2,250.00

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 150.00
Prescription	\$ 250.00

The Board will make application for IRS approval to ensure that those employees who do not opt out of the Health Insurance Plan will not have the insurance costs taxed as income in accordance with Section 125 of the Internal Revenue Code.

Support staff employed 30 hours or more of a regular full time assignment will be eligible for coverage.

All new hires, commencing with the 1997-98 school year, will receive single health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage. All full time, tenure eligible employees and those meeting the requirements in Paragraph above, shall receive full health insurance (husband/wife, parent/child, family, whichever is applicable) after having worked 3 years in the district..

ARTICLE XI DEDUCTIONS FROM SALARY

A- Payroll and dues Deductions

The Board agrees to deduct from the salary of its employees dues for the Upper Freehold Regional Education Association and the New Jersey Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S. 52:14-15.9(e)), and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association. Such transmittal shall be made by the 15th of each month following the monthly pay period in which deductions were made.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school 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. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school 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 school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. 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.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and costs and expenses, 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 .

ARTICLE XII PROMOTIONS

Promotions shall be made at the sole discretion of the Superintendent of Schools.

**ARTICLE XIII
EMPLOYEE EVALUATION**

Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor and/or principal at least once in each contract year before April 1st. Employees shall be given copies of the evaluation report and shall be requested to sign it at the completion of the conference. Opportunity shall be given to the employee to file a written response. The response and the evaluation shall be forwarded to the Superintendent and shall be filed in the central personnel file.

**ARTICLE XIV
VOLUNTARY TRANSFERS**

A. In the event that a vacancy occurs in any unit position, the Superintendent shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the main office of each school.

B. Any employee in the unit who desires to transfer to another building may file a written statement of request to do so with the Superintendent, including the positions and the location to which transfer is desired.

C. In the review of requests for voluntary transfer, the Board shall retain unilaterally the right to dispose of any such request as it sees fit.

**ARTICLE XV
CHILDREN OF SUPPORT STAFF**

Children of Support Staff Members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District shall be permitted to continue on roll without payment of tuition in. Beginning with the 1990-91 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering impact of the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.

**ARTICLE XVI
PERFECT/OUTSTANDING ATTENDANCE**

Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$50.00 on October 31st.

**ARTICLE XVII
ADMINISTRATION OF CONTRACT**

A. If any provisions of this Agreement or any application of the 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 shall continue in full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

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

1. If by the Association, to the Board at:
Upper Freehold Regional Board of Education
27 High Street
Allentown, New Jersey 08501
2. If by the Board, to the Association at:
President, Upper Freehold Regional Education
Association
Home Address (to be advised)

ARTICLE XVIII

REIMBURSEMENT FOR CONTINUING EDUCATION

A. Requirements and Procedures

The requirements and procedures for continuing education reimbursement of any member of the support staff are as follows:

In order to be eligible a member must:

1. Be actively employed by the district at the time the courses are taken.
- 2a. Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college and/or supervisor, as the case may be, which gives evidence of successful completion of the course(s).
- 2b. Courses will be related to obtaining degrees, certifications and/or coursework that will maintain or improve job skills, or any other courses related to the field of Education.
- 2c. Intended courses will be presented to the Superintendent for approval prior to course registration. Approval of these courses shall not be arbitrarily denied.
4. The course(s) must be completed successfully, as evidenced by a grade of "B" or higher.
5. Be employed by the Board of Education at the time that reimbursement is to be made.
6. Courses completed prior to employment are not eligible for reimbursement.

B. Schedule of Limits

The schedule and limits for continuing education reimbursement of any member of the professional staff are as follows:

1. Reimbursement will be the cost of tuition and fees up to the maximum of \$1,000.00 per member for 2005-06, 2006-07 and 2007-08.
2. A limit of \$10,000.00, district wide, per year for fiscal years of 2005-06, 2006-07 and 2007-08 has been established to finance this Article.
3. Requests for reimbursement should be submitted to the Superintendent.
- 6- Payment will be made to the member within thirty (30) days of submission of evidence of satisfactory completion of a course to the Superintendent.
- 7- Any requests for tuition reimbursement denied due to exhaustion of the tuition pool or the employee exceeding the annual limit, will be carried over to the following year.

10 Month Secretaries

	2005-06	2006-07	2007-08
x	19,447	x 20,613	x 21,850
y	20,534	y 21,766	y 23,072
a	21,748	a 23,053	a 24,437
b	23,008	b 24,389	b 25,852
d	24,885	d 26,378	d 27,961
e	26,788	e 28,396	e 30,099
g	29,377	g 31,139	g 33,008
l	32,238	l 34,172	l 36,223
k	34,793	k 36,881	k 39,093
n	37,129	n 39,356	n 41,718
p	39,381	p 41,744	p 44,248
q	41,613	q 44,110	q 46,757
r	43,727	r 46,351	r 49,132
s	45,003	s 47,703	s 50,565

12 Month Secretaries

	2005-06	2006-07	2007-08
a	24,221	a 25,674	a 27,215
b	26,221	b 27,794	b 29,462
c	28,645	c 30,364	c 32,186
d	30,133	d 31,941	d 33,858
e	31,619	e 33,516	e 35,527
f	33,107	f 35,093	f 37,199
g	34,593	g 36,669	g 38,869
h	36,331	h 38,511	h 40,821
l	38,098	l 40,384	l 42,807
j	39,607	j 41,983	j 44,502
k	41,113	k 43,580	k 46,195
l	42,622	l 45,180	l 47,890
m	44,127	m 46,775	m 49,581
n	45,638	n 48,376	n 51,278

**ARTICLE XVIII
DURATION OF AGREEMENT**

The terms of this Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect until and including June 30, 2008.

Other than the changes enumerated above, all provisions of the present contract between the Upper Freehold Regional Board of Education and the Upper Freehold Regional Education Association shall remain in force and are hereby incorporated into this agreement for the 2005-06, 2006-07, and 2007-08 school years.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals placed thereon.

For the Upper Freehold
Regional Education Association

For the Upper Freehold
Regional Board of Education

Date Chairperson of the
 Negotiating Committee

Date Chairperson of the
 Negotiating Committee

Date President

Date President