

AGREEMENT

Between

BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND  
BERGEN COUNTY, NEW JERSEY

and

OAKLAND EDUCATION ASSOCIATION

For the School Years

2010-2011

Through

2012-2013

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PART ONE

APPLIES TO ALL  
RECOGNIZED EMPLOYEES

## AGREEMENT

Made this 1<sup>st</sup> day of July, 2010, BY AND BETWEEN THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND, a body corporate and politic, hereinafter referred as the "Board," and THE OAKLAND EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

### WITNESSETH

WHEREAS, the parties and herein have heretofore been conducting negotiations concerning the terms and conditions of employment of Association members by the Board and an agreement thereon has been reached between the parties.

NOW, THEREFORE, it is covenanted and agreed by and between the parties as follows:

### ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified and secretarial personnel, full and part-time, whether under contract or on leave, but excluding confidential secretaries, substitute teachers, principals, vice-principals, business administrators, Director of Special Services and/or any others with full-time supervisory functions. Unless otherwise indicated, the term "employee" when used in the Agreement shall

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refer to all employees represented by the Association in the bargaining unit.

Unit definition does not preclude the Board from adding or deleting secretarial positions.

If a secretary is hired under grant funding, salary will be in accordance with the grant.

### ARTICLE II SUCCESSOR AGREEMENT

Such negotiations shall begin not later than December 1 of the school calendar year preceding the one in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by the Association and the Board, and be adopted by the Board and the Association.

### ARTICLE III AGENCY SHOP

Teachers and secretarial personnel not members of the Association shall be subject to "agency shop" payroll deductions in the amount of 85% of the dues paid by Association members, which includes affiliated local, county, state and national organization dues. The Association shall hold the Board harmless from any claims resulting from the failure of the Association to properly transmit these funds.

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ARTICLE IV  
RELEASE TIME

Released time for official Association business will be granted to an Association officer or representative collectively up to a total of five (5) days in any year and subject to approval of the Superintendent, with no person taking more than three (3) days.

ARTICLE V  
GRIEVANCE PROCEDURE

The grievance procedure shall be that as set forth in Schedule B, which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

ARTICLE VI  
HEALTH BENEFITS

1. Health Care Insurance: In addition to the salaries set forth in Schedules A-1, A-2, A-3, F-1, F-2, and F-3, the Board covenants and agrees to cover all full-time employees only and their dependents only in a plan with the Horizon Blue Cross Blue Shield Plan, or in another plan providing equal coverage, said plan to include hospitalization, medical-surgical coverage, and Major Medical coverage. Effective July 1, 2008, the prescription co-pay flow-through will be removed from the medical plan.

Effective upon ratification of the 2007-2010 Agreement, a Preferred Provider Organization ("PPO") will be offered as an additional choice for medical insurance.

Effective upon ratification of the 2010-2013 Agreement, the Traditional Plan will be eliminated, and the Point of Service ("POS") Plan copay will be increased from five dollars (\$5) to ten dollars (\$10).

2. Dental Plan: In addition to the salaries set forth in Schedules A-1, A-2 and A-3, F-1, F-2, F-3, the Board covenants and agrees to cover all full-time employees only and their dependents only with full family dental coverage for U.C.R. plan, as set forth in Schedule D.

3. Prescription Drug Plan: The prescription drug plan will be with National Prescription Administrators (BENERX), which has a \$15.00/\$20.00 co-pay for retail and a \$20.00/\$25.00 co-pay for mail order for full-time employees only and their dependents only, or other plan providing equal coverage.

4. Section 125 Plan: The Board of Education will offer the following Section 125 Plans:

a. A premium conversion plan will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for

federal purposes in accordance with Section 125 laws.

- b. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount as determined by the Board paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. Effective July 1, 2008, the maximum annual amount shall be two thousand dollars (\$2,000), providing this amount is within the Internal Revenue Service regulations. The Board will develop a form for an annual selection for any interested employee. The annual selection made by an employee can not be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of each year (June 30) will be returned to the Board. The Board shall have the right to select the third party administrator and will be

responsible for the cost of the same. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

- c. A benefit waiver plan will be made available to any employee who desires to waive his or her medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. Any employee who opts to waive his/her medical benefit must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The cash incentive to be provided to any employee waiving his or her insurance shall be two thousand seven hundred fifty dollars (\$2,750) for medical benefits, nine hundred dollars (\$900) for prescription benefits and three hundred fifty dollars (\$350) for dental benefits, which shall be prorated for any employee who is employed for less than a full year. The annual cash incentive will be paid in two (2) installments in December and June. The

annual tax incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change the cash incentive will be prorated.

5. Part-time employees shall be allowed to purchase the health benefits listed above at the group rates provided the purchase of the same is permitted by the insurer. If the insurer does not permit such a benefit, subsequently rescinds approval of such benefit, or if the Board changes insurance carriers and such benefit is not permitted, this benefit shall cease and the Board shall have no duty to negotiate over its cessation.

#### ARTICLE VII SICK LEAVE

Teachers and twelve (12) month secretaries shall be allowed twelve (12) sick leave days per year and ten (10) month secretaries shall be allowed ten (10) sick leave days per year, which are cumulative; provided, however that the number of sick leave days per year which shall be available to teachers and ten (10) month secretaries who are employed after September 1 and

twelve (12) month secretaries who are employed after July 1 shall be prorated according to the number of days remaining in the school year.

A statement of accumulated sick leave days as of the beginning of the school year for each employee will be provided at each school office on the first day of school.

Teachers who are granted an extended leave of absence by the Board shall retain the number of sick leave days that they had previously accumulated, but not used, upon their return.

When absence, as defined by N.J.S.A. 18A:30-1, exceeds the annual sick leave and the accumulated sick leave, the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such a length of time as may be determined by the Board in each individual case, all pursuant to N.J.S.A. 18A:30-6. A day's salary is defined as 1/200th of the annual salary for teachers and ten (10) month secretaries, and 1/240th of the annual salary for twelve (12) month secretaries.

#### ARTICLE VIII SICK LEAVE BANK

The Sick Leave Bank will be Administered by a committee which shall be comprised of three (3) members selected by the Board and three (3) members selected by the Association.

Any Association member may voluntarily join the Bank who is willing to contribute two (2) of his/her personal sick days to the Bank during the enrollment period to be determined by the Trustees from time to time when the Trustees determine the Bank so requires. New Association members must apply within thirty (30) days of initial employment.

Participation withdrawal from the Bank may be at any time. Said individual may not withdraw his/her donated sick days. Withdrawal must be done in writing.

Individuals may withdraw Bank days from the Bank only after all personal sick days have been used.

Application for Bank days may be made only when an individual is affected by a catastrophic illness or accident determined by medical certification. Application will be made to the Trustees.

Beginning a school year, an individual unable to return to active teaching or secretarial duty who is entitled to annual sick leave must draw from his/her annual sick leave before reapplying for the Bank.

At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.

If in the judgment of the Trustees the individual qualifies, the Trustees shall submit the request to the Board. If the Board agrees with the Trustees, the Board will arrange

payment to the employee. If the Board rejects the request, the Board will notify the Trustees of the Bank.

A contributor will be entitled to ninety (90) Bank days in a school year at which time an individual may reapply. N.J.S.A. 18A:30-6 and Article VII of this Agreement will apply when Sick Leave Bank days have been exhausted.

Should the Bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining Sick Leave Bank days not to exceed the original amount each individual contributed.

The parties acknowledge that the decision of the Board shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the grievance procedure of this agreement.

The cost of the substitute or the estimated cost of the substitute shall be deducted from each additional sick day granted. For teachers, the actual cost of a substitute shall not exceed Step 1BA of the negotiated guide and the estimated cost of a substitute shall not exceed the per diem rate of substitute pay. For secretaries, the actual or estimated cost of a substitute shall not exceed the hourly rate established by the Board. A day's salary is defined as 1/200th of the annual salary for teachers and ten (10) month secretaries and 1/240 for twelve (12) month secretaries.



The Board and the Association shall maintain a current accounting of the Bank, to include members who have joined, sick leave days utilized and sick leave days on deposit in the Bank. A joint accounting will take place in June of each year.

ARTICLE IX  
PERSONAL DAYS

Up to three (3) personal days per year shall be granted to all full-time employees; provided, however, that full-time employees employed after February 1 and before April 30; shall only receive one and one-half (1.5) personal days for the remainder of the school year; employees employed after April 30 shall not be entitled to any personal days for the remainder of the school year. No oral or written reason is required, but at least forty eight (48) hours advance notice shall be given to the building principal, except in cases of an emergency. Any unused personal days may be accumulated to an employee's accumulated sick leave in the district, or, may be redeemed by the employee at the end of the school year, at the daily rate of \$60.00 for one (1) personal day, or \$75.00 each for teachers and \$65.00 each for secretaries, if two (2) or three (3) personal days are redeemed. Payment for redeemed days shall be forwarded to those eligible by July 30.

ARTICLE X  
REIMBURSEMENT AT THE TIME OF  
RETIREMENT FOR UNUSED SICK LEAVE

1. Reimbursement at the time of retirement for unused sick leave for teachers and secretaries shall be as follows:

- a. Compensation for unused sick leave days shall be payable only to those teachers who are TPAF eligible at the daily rate of \$80 to a maximum of \$14,400 per retiree.
- b. Compensation for unused sick leave days shall be payable only to those secretaries who are PERS eligible at the daily rate of \$60 to a maximum of \$10,800 per retiree.
- c. Any payment made under this provision shall be deposited to the employee's 403(b) plan thereby deferring federal income taxes until such amounts are withdrawn by the employee from his or her 403(b) account. An employee may not elect any other option for the payment of his or her accumulated sick leave. Payment under this provision shall not exceed the annual includable compensation under Section 403(b) and shall be subject to any applicable State tax at the source of payment.

ARTICLE XI  
TAX SHELTERED ANNUITY PLAN

A Tax Sheltered Annuity Plan is available to all employees who file a written request to participate in such a plan in accordance with provisions of N.J.S.A. 18A:66-127, 128. The Association holds the Board harmless from any claims resulting from the failure of the Tax Sheltered Annuity Plan to properly transfer or invest these funds.

ARTICLE XII  
JURY DUTY

Any employee serving on a jury of the United States or any state within these United States shall be paid by the Board of Education his/her daily rate of pay, for everyday the employee is required to be away from the job for the reason of serving on the said jury.

The employee upon receipt of notice shall request any delays or postponements as allowed by law.

1. Once an employee has received notification of jury duty he/she shall fill out the form developed by the Board and forward said form to the Superintendent.

2. The Superintendent has the right to decide whether a postponement is useful or not to the school system at the time of receipt of the form. The Superintendent must inform the employee if no postponement is necessary.

3. If the postponement is deemed necessary, the Superintendent shall then write and/or complete the necessary documents and return said documents within required time constraints as stated by the official notification to the employee for mailing. Failure by the Superintendent to do so shall not constitute any loss of benefit to the employee.

ARTICLE XIII  
LEGAL DAYS

Employees shall be granted time necessary for appearances in any legal proceeding for which the employee has been subpoenaed to attend and to which the employee is not a party or a related party, upon request by the employee who shall give notice to his/her principal immediately upon receipt of a subpoena.

ARTICLE XIV  
MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

1. to direct employees of the school district;
2. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, withhold increment and reprimand employees;

3. to relieve employees from duty because of lack of work, declining enrollment, reasons of economy or the reorganization of the work force;

4. to maintain efficiency of the school district operations entrusted to them;

5. to determine the methods, means, and personnel by which such operations are to be conducted; and

6. to take whatever actions may be necessary to carry out the duties, responsibilities and goals of the school district in situations of emergency.

ARTICLE XV  
OPERATING PROCEDURES FOR SCHOOL DAYS  
WITH DELAYED OPENINGS

On days which have delayed openings due to emergency conditions:

1. Students will begin the day at 10:00 a.m. in the middle school and 10:30 a.m. in the elementary schools;

2. Teachers will report to the middle school at 9:40 a.m. and the elementary schools at 10:10 a.m.;

3. Teachers will inform the Office Staff upon arrival at school; this practice will assist administrators in identifying potential difficulties (e.g., unstaffed classrooms, etc.);

4. Secretaries shall have a two (2) hour delay with regard to their present starting time;

5. Employees who are delayed in reporting to work because of road conditions will not be penalized;

6. All schools will operate on compressed day schedules;

7. Students will be dismissed at the usual dismissal time for students;

8. Employees' work day will end at the regularly scheduled time; however at the discretion of the building administrators and as a result of prevailing road conditions at dismissal time, employees may be dismissed after the students have exited the building and earlier than their regularly scheduled time.

ARTICLE XVI  
FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such 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.

ARTICLE XVII  
NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE XVIII  
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 XIX  
DURATION

1. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date, provided, however, that nothing contained herein shall be deemed to limit any rights of the Board set forth in ARTICLE XIV.

2. This Agreement shall be in effect from July 1, 2010 to June 30, 2013.

PART TWO

APPLIES TO ALL CERTIFIED PERSONNEL, FULL AND PART-TIME, WHETHER UNDER CONTRACT OR ON LEAVE, BUT, EXCLUDING SUBSTITUTE TEACHERS, PRINCIPALS, VICE PRINCIPALS, BUSINESS ADMINISTRATORS, ADMINISTRATOR OF SPECIAL SERVICE AND/OR ANY OTHERS WITH FULL-TIME SUPERVISORY FUNCTIONS.

ARTICLE XX  
SALARIES

1. Salary Guide: The salaries of all teachers covered by this Agreement are set forth in Schedule A-1 for the 2010-2011 school year (effective July 1, 2010), Schedule A-2 for the 2011-2012 school year (effective July 1, 2011), and Schedule A-3 for the 2012-2013 school year (effective July 1, 2012), which are annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

2. Longevity Entitlement: Any teacher completing 18 years of service in the Oakland School District shall be entitled to longevity at the beginning of his/her 19th year of service, or any teacher who was employed on STEP 14 or STEP 15 of the 1988-1989 salary guide. A teacher's step placement on the salary guide does not equate to years of service. The entitlement shall be: B.A., B.A.+15, M.A. equals \$3,375.00 and M.A.+15, M.A.+30, M.A.+45 equals \$3,875.00.

3. Teachers with twenty-five (25) years or more of service to the district shall be paid an additional \$400 annually.

4. Teachers with M.A.+60 shall be paid an additional \$1,500 annually.

5. For any teacher hired on or after July 1, 1983, lateral advancement on the salary guide shall be for graduate

course credits only and said course credits must be earned chronologically after the preceding training level was reached.

6. Part-time teachers shall be compensated based on the attached salary guides, Schedules A-1, A-2 and A-3, at the rate of one-sixth (1/6th) per teaching period per day and shall be paid on a pro-rata basis for additional required time. In addition, part-time teachers shall be required to attend faculty meetings at a minimum rate of one (1) per month for teachers who are less than half-time (.5), two (2) per month for teachers who are half-time (.5) but less than two-thirds (.66) time, and three (3) per month who are two-thirds (.66) time or greater.

In addition, part-time teachers who work the equivalent of four (4) to five (5) full days a week shall be granted three (3) reimbursable/cumulative personal days in accordance with all other provisions contained in Article IX. Those who work less than the equivalent of four (4) full days shall be granted two (2) reimbursable/cumulative personal days in accordance with all other provisions contained in Article IX.

7. Method of Payment: Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments. The first paycheck shall be distributed by the 15th of September. Each teacher may individually elect to have a percentage or a fixed amount of his/her salary deducted and deposited within ten (10) days of the monthly pay period in the

Paragon Federal Credit Union, the official depository. The Association shall hold the Board harmless from any claims resulting from a failure of the official depository to properly transmit and invest these funds.

ARTICLE XXI  
OTHER BENEFITS

The following applies to full-time teachers, who are defined as those teachers working 20 hours or more per week.

1. Tuition Reimbursement: Full-time teachers, as of their third year of employment in the Oakland School District, shall be eligible for professional improvement assistance toward the cost of a course or courses in the field of education and related subject area, which shall be approved by the Superintendent, in an amount not to exceed two thousand two hundred dollars (\$2,200) per year. A grade of "B" or better shall be earned to receive tuition reimbursement or a grade of "pass" if the course is designated as a pass/fail course. This assistance is to cover the cost of tuition, provided prior approval has been obtained from the Superintendent. This assistance is noncumulative.

Teachers must remain on the Oakland staff a minimum of two (2) school years following course completion. In the event a teacher resigns from a position during either of the two (2) school years following the year in which courses were

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reimbursed, the teacher will repay the Board the amount reimbursed for the course in full within thirty (30) days of resignation unless such resignation is due to illness or retirement (as defined in the Teachers' Pension Annuity Fund).

Effective the 2010-2011 school year, the Board's maximum expenditure for tuition reimbursement shall be capped at seventy thousand dollars (\$70,000) for the 2010-2011, 2011-2012 and 2012-2013 school years. If any balance remains under the cap at the end of the school year, any teacher receiving reimbursement may reapply for additional reimbursement. Internet, distance-learning, video or other non-traditional courses shall only be acceptable under this Article and for salary guide advancement if such courses are consistent with standards set forth in the document entitled "Best Practices For Electronically Offered Degree and Certificate Programs" published by the Council of Regional Accrediting Commissions in March 2001, a copy of which is on file with the Board. Guidelines will be mutually established to insure a fair and equitable distribution of monies. Any funds remaining thereafter will be used for District Professional Development Programs recommended by the LPDC and approved by the Superintendent.

2. Members of the Local Professional Development Committee (LPDC) shall receive one and one half (1 ½) compensatory days for their service on the Committee.

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Teachers assigned to the school-based Professional Development Committees shall be compensated for a maximum of four (4) hours per school year in connection with their service on the Committee. The rate of compensation shall be equivalent to the hourly stipend for teachers assigned to summer workshop curriculum.

3. Mileage Reimbursement: There shall be allowed for transportation, where a teacher is required to teach at more than one school during a regular day, in order to comply with his or her teaching schedule, a sum payable yearly at the conclusion of the school year, based upon the mileage required to be traveled, at the official New Jersey rate per mile, as established by the New Jersey Office of Management and Budget, as established as of July 1, each year. Automobile mileage allowance for meetings outside of the district required by the Board shall be reimbursed at the same rate per mile, less the normal daily round trip.

4. Moving Accommodation: A teacher may send a request to the building principal upon notification of transfer and room reassignment. The building principal shall work cooperatively with the teacher to arrange for custodial assistance to pack, move and unpack the teacher's and/or District's property.

ARTICLE XXII  
STIPEND ASSIGNMENTS

All duties performed by a teacher for which extra compensation is provided shall have a specific and inclusive job description, which will be developed by the time the position becomes available.

1. Annual stipends will be in accordance with the attached Schedule S-1, which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length, covering four main areas.

2. The stipend for after-school activities and clubs shall be:

- 2010-2011 - \$57.08 per 1.5 hr. session
- 2011-2012 - \$57.08 per 1.5 hr. session
- 2012-2013 - \$57.08 per 1.5 hr. session

3. The stipend for teachers assigned to summer workshop curriculum shall be:

- 2010-2011 - \$43.98 per hour
- 2011-2012 - \$43.98 per hour
- 2012-2013 - \$43.98 per hour

4. The stipend for teachers assigned to the Summer Enrichment, Summer Threshold and Preschool Handicapped Program shall be:

- 2010-2011 - \$49.70 per hour

2011-2012 - \$49.70 per hour

2012-2013 - \$49.70 per hour

For each hour worked the teacher shall receive twelve (12) minutes of paid preparation time.

ARTICLE XXIII  
TEACHING ASSIGNMENT DETAILS

1. TEACHER DAY

- a. On each school day teachers shall report to their assigned school twenty (20) minutes before the scheduled starting time for that school, except Valley Middle School teachers, who will report ten (10) minutes before the scheduled starting time in that school. Teachers shall remain a minimum of fifteen (15) minutes after the dismissal of the children.

After School Assistance: There is an expectation of the District that teachers will be available for extra help at least one (1) day per week, which shall be appropriately communicated to parents by the teachers.

Certain teachers shall be involved in flexible scheduling so that their workday(s) may begin and end earlier or later than other teachers'. Teachers who may be scheduled for flexible time are those involved in the following special area pull-out program assignment(s):

special art, instrumental music, chorus, band, gifted and talented and special education (including resource program and related services). Teachers on a flex schedule shall not be required to work a longer day than non-flex scheduled teachers. All flex hours shall be consecutive. Administration shall establish a district wide faculty meeting day and flexible scheduling shall not occur on said days. In cases of emergency, where faculty meetings must be scheduled on other than specified days, affected flexible schedule faculty members will be exempt from said meetings. Flexible scheduling shall not affect the existing club program nor any that may be developed. Flexible scheduling shall not occur on minimum or delayed opening days. Flexible schedules must be completed and in the hands of affected teachers no later than August 15th each year. Affected teachers shall be consulted as to whether the schedule shall be earlier or later than other teachers, and such schedules shall remain consistent for the current school year, provided that those instances requiring mutually agreed modifications are defined, e.g. (1) discontinuance of program; (2) pupil enters, leaves, or disenrolls from school district; (3) the event is of limited duration and has concluded; (4) a lack of or declining enrollment results in discontinuance of the



program; (5) the services previously provided are no longer required or have been modified by the student's individualized education program.

- b. In no case will teachers be required to spend more than six hours and forty-five minutes per day in performance of their formal teaching duties, except for Valley Middle School teachers who will be required to spend six hours and fifty-five minutes in performance of their formal teaching duties. Included in this will be a duty-free lunch period and duty-free preparation period. All teachers except Kindergarten teachers and preschool teachers shall receive five (5) preparation periods for the entire year. Kindergarten and preschool teachers shall receive five (5) preparation periods for one-half of the year and four (4) preparation periods for one-half of the year. Teachers shall be permitted to leave the building during their preparation period, provided they give prior notification to their building principal. It is understood that preparation periods will be used by the teacher for whatever he/she considers professionally necessary to fulfill his/her job responsibilities

(i.e., the preparation of teaching materials, conferring with parents, students, administrators and/or other staff members). [Middle school periods are 44 minutes (half periods are 22 minutes). Elementary periods are 30 or 40 minutes, and kindergarten periods are 30 minutes].

- c. After-school meetings must be held from time to time to properly communicate between staff and administration. However, the number of meetings called must not be abused and a maximum of four (4) per month is recognized as generally necessary for these purposes. It is understood that these meetings will begin immediately after the dismissal of students.
- d. Following the conclusion of staff meetings, an Association representative may have time allotted to speak to the members, provided this does not conflict with the regularly scheduled work day.
- e. Teachers' Lunch Duty at Valley Middle School: No more than three (3) teachers shall be required to perform lunch duty each lunch period, and in no event shall any teacher be required to perform lunch duty more than two (2) periods per week.

Every effort shall be made to limit the assignment to one (1) period per week. Nothing contained herein shall prohibit a teacher from volunteering to perform additional lunch duty during the week at the request of the building principal. If additional lunch duty is performed, the teacher shall be released from a duty period during the day in question.

- f. Teachers shall be assigned to supervise evening student activities on a voluntary basis. In the event that there is not a sufficient number of volunteers, teachers shall be assigned to supervise the evening student activity, at no additional compensation; provided, however, that no teacher shall be involuntarily assigned to more than two (2) evening student activities per school year.
- g. Class Coverage: The practice of using a regular teacher as a substitute shall be avoided wherever possible. However, in those cases where regular substitutes are not available, teachers may be required to cover a class during their preparation time. Teachers assigned to cover a

class shall be paid at the rate of \$13.00 per full class period.

- h. Overnight Trip Supervision: Teachers' participation in field trips that extend beyond the formal school day and include an overnight shall be voluntary. Each participating teacher shall receive a stipend of \$202 per night for each occasion of overnight participation effective July 1, 2007, which amount shall remain at \$202 per night effective July 1, 2008, and shall increase to \$211 per night effective July 1, 2009. In addition, the position of overnight trip coordinator shall be established under Schedule S-1 (3) with the corresponding stipend. The person who acts as the teacher in charge on the trip, in lieu of an administrator, will be paid an additional stipend of \$286 per night effective July 1, 2007, which amount shall remain at \$286 per night effective July 1, 2008, and shall increase to \$299 per night effective July 1, 2009.
- i. Middle school teachers may volunteer for a sixth instructional period in lieu of a duty period. The additional period may be used for providing

individual/small group instruction to assist students who are having difficulty in any subject; assisting the classroom teacher in the classroom with students with specific needs; assisting the classroom teacher with a class which is working on a task which could benefit students from increased professional attention; assisting in a classroom where grouping of students is done for an activity and additional coaching can help to keep children on task; providing enrichment opportunities for students who are excelling in a particular classroom; offering seminars to students.

- j. Mentor Program: Teachers shall be assigned to act as mentors on a voluntary basis. In the event that there are not a sufficient number of volunteers, teachers shall be assigned to act as mentors provided, however, that no teachers shall be involuntarily assigned to act as a mentor on more than one (1) occasion per school year.

If there is only one mentor on the team, then he/she receives the entire mentor fee. If two (2) or more mentor teachers are assigned to the same mentee, the mentor fee is divided between/among them. The mentee shall be

responsible for the costs of the required mentoring program. The mentee shall authorize a payroll deduction to cover the costs of the required mentoring program, and the Board shall pay the mentors at the conclusion of the program. If the State reimburses the District for the mentoring fee, the District will reimburse the mentee up to the amount paid by the State.

## 2. THE SCHOOL CALENDAR

- a. The school calendar shall consist of 185 teacher days commencing the day after Labor Day, unless Labor Day falls on the 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup>, in which case the Board may schedule the commencement date for teachers on the Wednesday or Thursday immediately preceding Labor Day. In the event that the Board intends to schedule the commencement date for teachers prior to Labor Day, the Board will discuss this decision with the Association. The commencement date for teachers will be a Professional Development or Orientation Day for teachers. Students and teachers shall begin the first day of classes on the Tuesday following Labor Day. However, the Child Study Team members, will work up to ten (10) additional days during the summer months, at

their per diem rate, to meet required program needs for students. The dates to be worked in the summer by the Child Study Team shall be mutually agreed upon between team member and administrator, except where their presence is required in a mediation/due process proceeding or in preparation thereof. In addition, all other coordinators/program specialists who are required to work during the summer and perform the same jobs as they do during the contractual school year shall be paid at his/her per diem rate. Any nurse who is employed in the summer, in the same capacity as during the regular school year, shall be paid on a per diem basis. In addition, four (4) emergency school closing days may be added to the calendar. The Board shall discuss with the Association:

- (1) as to where unused emergency closing days, if any, shall be eliminated from the calendar,
- (2) and, in the event that more than four (4) emergency school closing days are used, where in the calendar those days shall be made up.

- b. There shall be a minimum day for students and teachers on the dates when Back-to-School Nights and evening parent-teacher conferences are scheduled and the day prior to the Thanksgiving and the December holiday recess. If the last day of school before the December holiday recess is December 22 or earlier, it shall be a full day. If the last day of school before the December holiday recess falls after December 22, it shall be a minimum day.
- c. Parent teacher conferences for all teachers shall be no more than three (3) evening conferences and two (2) full day conferences. Additional conference time shall be scheduled for kindergarten teachers, if necessary.

#### ARTICLE XXIV LEAVE OF ABSENCE

1. Personal Leave: A personal leave shall be granted to a teacher by the Board to pursue an alternative career, subject to the recommendation of the Superintendent and in accordance with the following guidelines:
  - a. Personal leave shall be granted to at least two (2) full-time teaching staff members.

- b. Personal leave shall be for one school year at no salary.
- c. The applicant must have completed at least seven (7) consecutive years of service in the District.
- d. Request for Leave must be submitted to the Superintendent in writing and must be received on or before March 1 of the school year preceding the year leave is requested.
- e. The Board or its agent(s) has sole discretion to determine which applicants shall be granted personal leave. Applications not approved may be resubmitted for consideration in subsequent years, at the discretion of the applicant.
- f. No seniority shall accrue during the period of such leave.
- g. Teachers on personal leave shall not be entitled to any medical insurance benefits, but may purchase medical insurance benefits through the Board by remitting quarterly premiums to the Board Secretary/Business Administrator on or before the first day of each quarterly period.
- h. Any teacher on personal leave who does not intend to return to the school district shall notify the Superintendent on or before March 1 of the year

in which the leave is taken. Failure to provide timely notice, or, the failure to resume a teaching position at the commencement of the school year, shall constitute a resignation of position and the abandonment of all tenure and seniority in the school district.

2. Sabbatical Leave: A sabbatical leave shall be granted to a teacher by the Board for study, research, fellowships and scholarships for professional improvement, subject to the recommendation of the Superintendent of Schools and in accordance with guidelines as set forth in Board of Education policy, Schedule C, a copy of which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

#### ARTICLE XXV TEACHER EVALUATION

1. The Board policy on teacher evaluation procedures, Schedule E, is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

2. A duplicate copy of the teaching evaluation form determined by the Board and signed by the teacher and administrator will be given to each teacher at the time of the evaluation conference. The evaluation form is personal and confidential and may not be discussed in the public media by the

teacher, the administrator, or the Board, without the consent and approval of all parties first being obtained.

ARTICLE XXVI  
TELEPHONE ACCESS

A telephone extension will be available to teachers in each school, placed in such a way as to provide privacy for calls to parents or for other school business.

PART THREE

APPLIES TO ALL SECRETARIAL PERSONNEL,  
WHETHER UNDER CONTRACT OR ON LEAVE,  
BUT EXCLUDING CONFIDENTIAL  
SECRETARIES.

ARTICLE XXVII  
ANNUAL AGREEMENT, CONTRACT PERIODS,  
SALARY BASES

Secretaries shall be hired, and contracts issued, on a 12-month basis, July 1 through June 30, except in instances where the nature of the work is limited to the academic school year. In the latter event, 10-month contracts will be issued, September 1 through June 30.

ARTICLE XXVIII  
TUITION ASSISTANCE

Each secretary shall be eligible to receive financial assistance for courses or workshops of value to the school system. Applications for assistance may be initiated by a secretary or an administrator, subject to the approval of the Superintendent of Schools and the Board of Education.

ARTICLE XXIX  
JOB QUALIFICATIONS

1. Secretaries and clerks shall have such training and skills as may be required to successfully carry out the requirements of the job. The requirements of each job, and the qualifications necessary therefore, shall be those set forth in written job descriptions. Prior to adoption or amendment of any written job description, the Superintendent shall solicit input from the Association regarding such requirements and qualifications.

(F&H00048757.DOC/4)

2. Once per school year, each secretary shall be entitled to a duty-free half day to meet with other District secretaries and exchange ideas/procedures related to his/her job responsibilities. To ensure that secretarial coverage is maintained, one half of the District secretarial staff shall meet in the fall, and the other half in the spring, on dates recommended by the Association, and approved by the Superintendent, no less than two weeks in advance. Upon the request of his/her supervising administrator, each secretary shall provide a post-conference written description of the ideas/procedures discussed.

3. Each secretary's supervising administrator may request the secretary to attend up to eight (8) hours of continuing education or training each school year in areas indicated as needing improvement by any formal evaluation. Secretaries may not be requested to attend such continuing education or training during any previously established holiday or vacation. Each secretary may request permission to attend such continuing education or training each year up to an additional eight (8) hours beyond the amount described above. Classes or programs must be approved in advance by the Superintendent. The Board shall pay the costs incurred for tuition or registration, class or program materials and travel, provided the secretary submits documentation of these costs to the Business Administrator.

(F&H00048757.DOC/4)

Each secretary shall also provide his/her supervising administrator with documentation that she/he attended the entire class or program and completed all other requirements thereof. Secretaries shall receive no compensation for attending any such class or program beyond their annual salaries and the reimbursement described above.

4. The Board shall provide each secretary with in-service training on the use of all new software and/or equipment which that secretary will be required to use in the performance of his/her duties. This training shall take place during the secretaries' regular work day and shall be scheduled by the administration so that there is no lapse in secretarial coverage in any building. Secretaries shall receive no compensation for this training beyond their annual salaries.

#### ARTICLE XXX TENURE

In accordance with state law (N.J.S.A. 18A:17-2), all secretaries shall be granted tenure after three years of successful service. Such tenure begins the first day of the fourth year of service.

#### ARTICLE XXXI TRANSFER

Any secretary who is to receive a transfer of assignment shall receive notice of the transfer seven (7) calendar days prior to public or official announcement of the transfer.

#### ARTICLE XXXII WORK SCHEDULES

Secretaries shall work a seven (7) hour day, exclusive of one (1) hour for lunch. During the summer, for a consecutive seven (7) week period, secretaries with twelve (12) month contracts shall work a six (6) hour day, exclusive of one (1) hour for lunch. The Superintendent will establish the commencement date of the seven (7) week period and so notify the secretaries not later than June 15.

Additionally, Secretaries shall be assigned to provide support and assistance as directed by the Superintendent or building principal at after-school and/or evening parent/student/school/community activities (collectively "Activities") on a voluntary basis. Activities may include, but are not limited to: Back-To-School-Night, Parent/Teacher Conferences, curriculum presentations, budget presentations, and/or presentations/seminars for parents. In the event that there is not a sufficient number of volunteers, secretaries shall be assigned to provide support at the Activities, at no



additional compensation; provided, however, that no secretary shall be involuntarily assigned to more than two (2) Activities per school year and shall not be required to provide support at any one (1) Activity for more than three (3) hours. Secretaries so assigned will be afforded a minimum day on the date of the assignment. Evening hours worked under this provision shall not be subject to the "emergency" provisions of Article XXXIII.

ARTICLE XXXIII  
OVERTIME

All assigned duties beyond the regular work day shall be emergency only, compensated by regular hourly rate up to forty (40) hours and one and one half (1-1/2) thereafter.

ARTICLE XXXIV  
BEREAVEMENT LEAVE

Secretaries shall be granted leave with pay for bereavement of a member of the immediate family of the employee or spouse. The leave shall begin on the date of death and shall extend through the day following burial. Immediate family of the employee or spouse shall be defined as son, daughter, wife, husband, mother, father, sister, brother, grandparents or grandchildren. Extensions of such leave may be granted at the discretion of the Superintendent and the Board.

ARTICLE XXXV  
PAID HOLIDAYS AND RECESS PERIODS

Except in emergencies, secretaries with twelve (12) month contracts shall be granted the same paid holidays and recess periods during the academic school year as are granted teachers. Secretaries with ten (10) month contracts shall work from September 1 to June 30. They shall be granted the same paid holidays and recess periods during the academic school year as are granted teachers.

ARTICLE XXXVI  
VACATIONS

All full-time secretarial personnel with twelve (12) month contracts shall be granted the following vacation:

After completing the first year:	2 weeks vacation
After 5 years of service:	3 weeks vacation
After 11 years of service:	3 weeks plus 2 days
After 12 years of service:	3 weeks plus 4 days
After 13 years of service:	4 weeks vacation

Secretaries will be granted credit for all system-wide time from previous jobs for credit toward vacation.

ARTICLE XXXVII  
CHILD-REARING LEAVE

The Board will grant a leave of absence without pay for child rearing to any regularly employed secretary who has been

employed three years or more, upon written request for such leave. Such leave of absence shall be for a maximum period of two (2) years. The application shall be filed as soon as possible after pregnancy is determined. The above policy shall be applicable to any secretary adopting an infant six (6) months of age or younger.

ARTICLE XXXVIII  
LAYOFFS

The seniority of all secretaries now covered or hereafter coming under the coverage of this Agreement shall be computed from the date of their employment as unit members by the Board of Education. Tenured secretaries in the same position as non-tenured secretaries will have seniority over non-tenured secretaries in the event of a layoff or the abolishment of a position.

ARTICLE XXXIX  
SUBSTITUTING

A secretary covering a desk at a higher rate shall be paid the rate for the desk he/she is covering after a period of twenty (20) days, new rate to be retroactive.

ARTICLE XL  
SERVICE AWARD

Secretaries shall be paid \$500.00 each year after completion of ten (10) years of service in the district, a total

of \$1,200 each year after completion of fifteen (15) years of service in the district, and a total of \$1,500 each year after completion of twenty (20) years of service in the district.

ARTICLE XLI  
EVALUATION

Each secretary shall be provided with copies of all written evaluation reports which are intended to be placed in his/her personnel file within ten (10) school days of the date of the evaluation, and shall return a copy of the evaluation report to his/her supervising administrator, with his/her signature acknowledging receipt of same, within five (5) school days thereafter. The secretary may include a written statement commenting on or disputing the evaluation along with the signed, returned evaluation report and any such statement shall be included in the secretary's personnel file.

ARTICLE XLII  
DISCIPLINE

No secretary shall be discharged, disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage or given an adverse evaluation without just cause.

ARTICLE XLIII  
SALARY SCHEDULES

The salaries of all secretaries to be covered by this Agreement are set forth in Schedule F-1 for the 2010-2011 school

year (effective July 1, 2010), Schedule F-2 for the 2011-2012 school year (effective July 1, 2012), and Schedule F-3 for the 2012-2013 school year (effective July 1, 2012), which are annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

## PART FOUR

### SCHEDULES

SCHEDULE A-1  
TEACHERS SALARY GUIDE  
2010-2011

Steps	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45
0	46,957	48,017	49,011	50,125	51,654	52,672
1	47,457	48,517	49,511	50,625	52,154	53,172
2	49,334	50,543	51,710	53,007	54,989	56,230
3	51,210	52,569	53,908	55,389	57,824	59,287
4	53,085	54,594	56,107	57,771	60,659	62,344
5	55,198	56,852	58,509	60,363	63,674	65,538
6	57,378	59,176	60,988	63,040	66,688	68,761
7	59,595	61,547	63,518	65,779	69,720	71,989
8	61,816	63,923	66,050	68,527	72,751	75,233
9	64,192	66,467	68,769	71,469	75,817	78,478
10	66,576	69,019	71,495	74,427	78,883	81,708
11	69,018	71,635	74,290	77,466	81,962	84,939
12	71,521	74,320	77,161	80,589	85,052	88,272
13	74,094	77,086	80,133	83,819	88,169	91,605
14	76,670	79,957	83,326	87,430	91,694	95,647
15	79,282	82,866	86,556	91,077	95,255	99,726

NOTE: There shall be no step movement from the 2009-2010 school years to the 2010-2011 school years.

SCHEDULE A-2  
TEACHERS SALARY GUIDE  
2011-2012

Steps	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45
0	48,222	49,920	51,617	53,315	55,012	56,709
1	49,967	51,726	53,485	55,244	57,003	58,762
2	51,772	53,595	55,417	57,239	59,062	60,884
3	53,637	55,525	57,413	59,301	61,189	63,077
4	55,562	57,518	59,474	61,430	63,385	65,341
5	57,547	59,573	61,599	63,624	66,023	67,887
6	59,587	61,685	63,782	65,880	68,898	70,971
7	61,682	63,854	66,025	68,196	71,807	74,075
8	63,832	66,079	68,326	70,573	74,767	77,250
9	66,032	68,357	70,681	73,309	77,657	80,318
10	68,282	70,725	73,202	76,133	80,590	83,415
11	70,582	73,200	75,854	79,031	83,527	86,504
12	72,932	75,732	78,573	82,000	86,463	89,684
13	75,332	78,325	81,372	85,058	89,407	92,844
14	77,782	81,070	84,439	88,542	92,806	96,760
15	80,282	83,866	87,556	92,077	96,255	100,726

NOTE: There shall be no step movement from the 2010-2011 school years to the 2011-2012 school years.

SCHEDULE A-3  
TEACHERS SALARY GUIDE  
2012-2013

Steps	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45
0	49,082	50,859	52,636	54,413	56,189	57,966
1	51,222	53,077	54,931	56,785	58,639	60,494
2	53,362	55,294	57,226	59,157	61,089	63,021
3	55,502	57,511	59,521	61,530	63,539	65,548
4	57,642	59,729	61,816	63,902	65,989	68,076
5	59,782	61,946	64,111	66,275	68,439	70,603
6	61,922	64,164	66,405	68,647	71,233	73,306
7	64,062	66,381	68,700	71,019	74,187	76,455
8	66,202	68,599	70,995	73,392	77,137	79,620
9	68,342	70,816	73,290	75,764	79,967	82,628
10	70,482	73,034	75,585	78,333	82,790	85,615
11	72,622	75,251	77,894	81,071	85,567	88,544
12	74,762	77,562	80,403	83,830	88,293	91,514
13	76,902	79,895	82,942	86,628	90,977	94,414
14	79,042	82,330	85,699	89,802	94,066	98,020
15	81,182	84,766	88,456	92,977	97,155	101,626

NOTE: There shall be no step movement from the 2011-2012 school years to the 2012-2013 school years.

SCHEDULE A-4  
Conversion/Placement Chart

(Read Directly Across a Horizontal Line to Track Advancement)

2009-10 Step		2010-11 Step		2011-12 Step		2012-13 Step
1	⇕	1	⇕	1	⇕	1
2	⇕	2	⇕	2	⇕	2
3	⇕	3	⇕	3	⇕	3
4	⇕	4	⇕	4	⇕	4
5	⇕	5	⇕	5	⇕	5
6	⇕	6	⇕	6	⇕	6
7	⇕	7	⇕	7	⇕	7
8	⇕	8	⇕	8	⇕	8
9	⇕	9	⇕	9	⇕	9
10	⇕	10	⇕	10	⇕	10
11	⇕	11	⇕	11	⇕	11
12	⇕	12	⇕	12	⇕	12
13	⇕	13	⇕	13	⇕	13
14	⇕	14	⇕	14	⇕	14
15	⇕	15	⇕	15	⇕	15

SCHEDULE S-1  
ADDITIONAL COMPENSATION

2010-2011   2011-2012   2012-2013

1. Major Subject District Coordinators			
a. Reading/Language Arts Program	2,641	2,641	2,641
b. Mathematics Program	2,641	2,641	2,641
c. Science Program	2,641	2,641	2,641
d. Social Studies Program	2,641	2,641	2,641
e. Technology Education and Information Services	2,641	2,641	2,641
f. Testing, Assessment and Analysis	2,641	2,641	2,641
2. Building Related Assignments			
a. Teacher-in-Charge (4) each	2,036	2,036	2,036
b. Mathematics Program Coordinator (4) each	2,036	2,036	2,036
c. Reading Program Specialist (4) each	2,036	2,036	2,036
3. Special Area Program Coordinators			
a. Art Program	2,036	2,036	2,036
b. Gifted & Talented Program	2,036	2,036	2,036
c. Music Program	2,036	2,036	2,036
d. Music - Instrumental/Band	2,036	2,036	2,036
e. CST Program Coordinator	2,036	2,036	2,036
f. Athletic Program Coordinator	2,036	2,036	2,036

g. Overnight Trip Coordinator	2,036	2,036	2,036
h. Professional Development Chairperson	2,036	2,036	2,036

ANNUAL STIPEND SCHEDULE

1. Student Activity Assignments			
Valley Middle School			
a. Basketball Coach - Boys	2,421	2,421	2,421
Basketball Coach - Girls			
b. Track & Field Coach Boys/Girls (3 Total)	2,421	2,421	2,421
c. Cheerleading Coach	2,421	2,421	2,421
d. Student Council Advisors (2) each	1,659	1,659	1,659
e. Yearbook Advisors (3) each	1,431	1,431	1,431
2. Student Activity Assignments - K-5			
a. Student Council Advisors	1,431	1,431	1,431

SCHEDULE B  
GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of policy, agreement, or administrative decision affecting the terms and conditions of his/her employment.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- a. the failure or refusal of the Board to renew the contract of a non-tenure employee;
- b. in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- a. in matters where a method of review is prescribed by law or by any rule, regulation, or by-law of the State, Commissioner of Education, or the State Board of Education;
- b. in matters where the Board contends that it has the sole and unlimited discretion to act;

- c. in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual(s) receiving compensation from the Board and the Association, but shall not include the Superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it to them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the table of organization prevailing in this School District.

The term "party" means an aggrieved employee, his/her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Time limits may be extended in the event of vacation periods or other school closings.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his/her immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussions;
- c. The specific remedy sought

7. A copy of the writing called for in paragraph 6 above shall be furnished to the school principal and to the immediate supervisor of the aggrieved employee.

8. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate supervisor of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the



provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within five (5) school days of the failure of the Superintendent to act within five (5) school days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- a. The writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the

principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provision of Chapter 303, Laws of 1968, as amended and supplemented.

A request for binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

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

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

15. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss the grievance initially

with the Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) days of the issuance of said order, ruling or direction, or within five (5) days of the time when same have been brought to the employee's attention, by filing with the secretary of the Board a writing setting forth:

- a. the order, ruling or determination complained of;
- b. the basis of the complaint;
- c. a request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions in paragraph 16, the procedure shall be as set forth in paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

## SCHEDULE C GUIDELINES FOR SABBATICAL LEAVE PROGRAM

1. Sabbatical leave shall be granted up to one percent (1%) of the full-time teaching staff or major fraction thereof.

2. Sabbatical leave shall be for one full school year at half salary, based upon the salary guide in effect during the year employee is on leave.

3. Applicant must have completed at least seven (7) consecutive years of service in the school system.

4. Request for leave must be submitted to the Superintendent of Schools on or before March 1 of the school year preceding the year leave is requested. A draft of the form will be submitted to the Oakland Education Association for information purposes.

5. Applicant must submit evidence of having an approved program accepted for the school year in which he/she will be on leave.

6. He/she must attend said program on a full-time basis and give evidence of satisfactory completion of the program at the end of the school year.

7. Staff members granted sabbatical leaves will be required to return to serve the school district for at least two (2) years following the sabbatical leave.

A teaching staff member who does not fulfill his/her obligation shall repay the Oakland Board of Education the amount of salary he/she received while on leave of absence on a pro-rated basis. If the teaching staff member does not serve in the school district for two (2) years following the sabbatical leave due to illness, disability or death, or if he/she be discharged from his/her position by the Board, or if his/her severance is approved by the Board upon the recommendation of the Superintendent, the teacher shall not be obligated to repay the Board.

8. The Board of Education or its agent has sole discretion to determine which applicants shall be granted sabbatical leave. Applications not approved may be resubmitted for consideration in subsequent years, at the discretion of the applicant.

9. Outside activities in which the employee is engaged for pay during the regular school year may be continued, but may not be expanded in any way during the period of the leave except as approved by the Board.

10. Forfeiture of Leave: If there is evidence that the employee is not fulfilling the purpose of the leave, the Board may terminate the leave after a hearing with the employee.

11. Interruption of Leave: Should the program of study or itinerary being pursued by the employee on a sabbatical leave

be interrupted by serious accident or illness during such leave, this fact shall not constitute a breach of the conditions of such leave nor prejudice the employee against receiving all of the rights and benefits provided for under the terms of the program, providing the Board is notified of such accident or illness by registered letter within ten (10) days of its occurrence.

12. A leave may be terminated or interrupted by mutual consent of the employee and the Board without prejudice to either party.

13. A sabbatical leave may be requested for study, research, fellowships and scholarships for professional improvement.

SCHEDULE D  
DENTAL PLAN  
MAXIMUM AMOUNTS PAYABLE

Co-Payment Preventive and Diagnostic:	100%
Remaining Basic Benefits:	80/20%
Crowns, Inlays and Gold Restorations:	60/40%
Restorations:	60/40%
Prosthodontic Benefits:	60/40%
Orthodontic Benefits:	50/50%

The maximum amount payable for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,000.00.

Orthodontic Benefits are subject to a \$1,200.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

SCHEDULE E  
POLICIES AND PROCEDURE FOR TEACHER EVALUATION

I. Authority to Establish Teacher Evaluation Program

The Board of Education recognizes the importance of maintaining a program for the evaluation of tenured and non-tenured teaching staff members under the provisions of the New Jersey Administrative Code 6A:32-4.4 and 6A:32-4.5. Additionally, this program proposes to promote professional excellence and improve the skills of staff members while improving student learning and growth. It will also provide a basis for the review of performance of teaching staff members.

II. Delegation of Authority

The Superintendent of Schools shall be responsible for establishing administrative procedures which are consistent with the policy and provisions of the New Jersey State Board of Education rules and regulations. The Superintendent of Schools may delegate the implementation of this policy to members of the administrative and supervisory staff who are properly certified to conduct an evaluation process.

III. Purpose

The purpose of the annual evaluation process shall be to:

1. Promote professional excellence and improve the skills of teaching staff members.
2. Improve student learning and growth.

3. Provide a basis for review of performance of teaching staff members.
4. To keep formative evaluation as a dynamic process, assess its effectiveness periodically, and revise it as necessary.
5. To provide opportunities for teachers to pursue their goals as they achieve school district-wide organizational goals.

#### IV. Components of Evaluation

1. Each person within the school district shall fulfill his/her job responsibilities as identified by the job description.
2. There shall be a wide range of professionally related criteria used to comprehensively evaluate the teacher. Included in this should be an observation of classroom instruction.

#### V. The Professional Improvement Plan

The Code identifies the Professional Improvement Plan as "...a written statement of actions developed by the supervisor and teaching staff member to correct deficiencies or to continue professional growth, timelines for their implementation, and the responsibilities of individual teaching staff members and the district for implementing the plan."

Although State Guidelines do not identify who has the responsibility for reaching an agreement, it does state that the "...individual improvement plan must be developed cooperatively by the supervisor and the teaching staff member and should be limited in their scope. They should focus on the most important areas of professional growth."

#### VI. Post Observation Conference

Because evaluation is most effective when it is a cooperative process, involving the staff member and observer in a team effort aimed at the improvement of instruction, the teacher evaluation program involves the observation, the post-conferences evaluation and the professional improvement plan, if needed.

1. The Observation - Comment must relate to the lesson observed and factors that lead to improvement of instruction.
2. Post-Conference - At the Post-Conference evaluation the teacher and observer will discuss the lesson observed. The observer is required to respond narratively on the observation of the staff member and review the written report of the performance data collected in the formal observation. Reference could be made to the staff member's annual performance. The Annual Summary Report should include a summary of

other Professional Activities. The teacher as an active participant in the evaluation process is encouraged to respond narratively.

VII. The written summary of the annual performance shall consist of:

1. Performance areas of strength.
2. Performance areas needing improvement based upon the job description.
3. An individual professional improvement plan developed by the supervisor and the teaching staff member.
4. A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.
5. Provision for performance data which has not been included in the report prepared by the supervisor to be entered into by the evaluatee within ten (10) working days after the signing of the report.

SCHEDULE F-1  
SECRETARIES SALARY GUIDES  
2010-2011

Step	10 Month Assistant Secretary	12 Month Assistant Secretary	12 Month Secretary & 12 Month Bookkeeper
00	38,619	46,302	46,687
0	39,169	46,962	47,352
1	39,719	47,622	48,018
2	40,264	48,276	48,677
3	40,814	48,936	49,343
4	41,364	49,596	50,008
5	41,914	50,256	50,674
6	42,464	50,916	51,339
7	43,014	51,576	52,005
8	43,564	52,236	52,670
9	44,114	52,896	53,336
10	44,664	53,556	54,001
11	45,214	54,216	54,667
12	45,764	54,876	55,332

All salaries set forth in Schedule F-1 for the 2010-2011 school year shall be effective as of July 1 for 12-month secretaries and September 1 for 10-month secretaries.

SCHEDULE F-2  
SECRETARIES SALARY GUIDES  
2011-2012

Step	10 Month Assistant Secretary	12 Month Assistant Secretary	12 Month Secretary & 12 Month Bookkeeper
00	39,644	47,573	47,969
0	40,194	48,233	48,635
1	40,744	48,893	49,300
2	41,294	49,553	49,966
3	41,839	50,207	50,625
4	42,389	50,867	51,291
5	42,939	51,527	51,956
6	43,489	52,187	52,622
7	44,039	52,847	53,287
8	44,589	53,507	53,953
9	45,139	54,167	54,618
10	45,689	54,827	55,284
11	46,239	55,487	55,949
12	46,789	56,147	56,615

All salaries set forth in Schedule F-1 for the 2011-2012 school year shall be effective as of July 1 for 12-month secretaries and September 1 for 10-month secretaries.



SCHEDULE F-3  
SECRETARIES SALARY GUIDES  
2012-2013

Step	10 Month Assistant Secretary	12 Month Assistant Secretary	12 Month Secretary & 12 Month Bookkeeper
00	40,548	48,658	49,063
0	41,098	49,318	49,729
1	41,648	49,978	50,394
2	42,198	50,638	51,060
3	42,748	51,298	51,725
4	43,298	51,958	52,391
5	43,848	52,618	53,056
6	44,398	53,278	53,722
7	44,948	53,938	54,387
8	45,498	54,598	55,053
9	46,048	55,258	55,718
10	46,598	55,918	56,384
11	47,148	56,578	57,049
12	47,698	57,238	57,715

All salaries set forth in Schedule F-1 for the 2012-2013 school year shall be effective as of July 1 for 12-month secretaries and September 1 for 10-month secretaries.

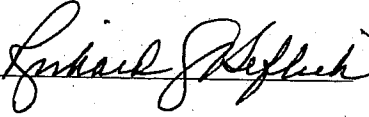
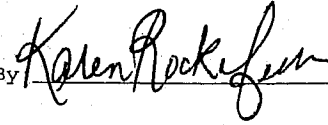
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST: THE BOARD OF EDUCATION OF  
BOROUGH OF OAKLAND

By:  By: 

Dated: 10/13/2011 Dated:

ATTEST: OAKLAND EDUCATION ASSOCIATION

By:  By: 

Dated: 10/14/11 Dated: