

# **AGREEMENT**

**Between**

**THE AUDUBON EDUCATION ASSOCIATION**

**and**

**THE AUDUBON BOARD OF EDUCATION**

**for**

**2021/22 to 2023/24**

**AUDUBON BOARD OF EDUCATION NEGOTIATION COMMITTEE**

**Ms. Deborah Roncace – Business Administrator/ Board Secretary**

**Ms. Ammie Davis – Chairperson**

**Ms. Allison Cox**

**Mr. Ralph Gilmore**

**Ms. Nancy Schiavo**

**AUDUBON EDUCATION ASSOCIATION NEGOTIATION COMMITTEE**

**Mr. Ron Latham – Chairperson**

**Ms. Dawn Bentley**

**Ms. Jane Byrne**

**Ms. Kim Monteleone**

**Mr. Mike Stubbs**

**Mr. Chris Sylvester**

**Mr. Mike Tomasetti**

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## COMMON CONTRACT LANGUAGE

### ARTICLE I. RECOGNITION AND BARGAINING UNIT

A. The Association recognizes the Board as the representative of the Government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Audubon.

B. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all employees employed or to be employed by the Board.

C. Unless otherwise indicated, the term "employee," will convey benefits on the unit as a whole. For particular terms and conditions of employment, employees included in the unit shall be subcategorized as follows:

**Group A** – Employees will consist of classroom teachers, guidance personnel, special teachers, librarians, nurses, basic skills improvement program teachers, child study team members, and summer school teachers.

**Group B** – Employees will consist of maintenance personnel and custodial personnel.

**Group C** – Employees will consist of secretaries and clerks.

**Group D** – Employees will consist of general aides, instructional aides, and special education aides.

D. Unless otherwise indicated, the term "employee," when used hereinafter in the Agreement, shall refer to all full time and part time employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

### ARTICLE II. NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation for a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good faith effort to reach agreement on all matters concerning the terms and conditions of employees employment. Such negotiations shall begin in accordance with the PERC timetable. Any agreement so negotiated shall be reduced to writing, signed by the Board and the Association, ratified by the Association and be adopted by the Board.

B. The 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

The Audubon Board of Education recognizes the mandates of the scope of negotiations law.

#### A. Definition

1. A "grievance" is a claim by an employee or the Association based on the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.
2. An "aggrieved person" is the person or persons or Association making the claim.
3. A "party in interest" is the person or persons or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting employees. 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

A grievance to be considered under the procedure must be initiated in writing within thirty (30) calendar days from the date of its occurrence.

An employee of the Audubon School District having a grievance shall follow the following procedure:

#### Level 1 - Principal or Immediate Supervisor

An employee with a grievance shall first discuss it with his Principal or immediate superior either directly or through the Association representative, with the objective of resolving the matter informally.

#### Level 2 - Superintendent

If the aggrieved person *is* not satisfied with the disposition of the grievance at Level 1 or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing through the Association within the following five (5) school days. Within seven (7) school days after receiving the written grievance, the Superintendent shall render a decision to the aggrieved person and/or his representative.

#### Level 3 - Grievance Meeting with Board of Education

- a. If a grievance is not resolved to the aggrieved person's satisfaction, he, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board.
- b. The Board, or committee thereof, shall review the grievance and render, a decision in writing thirty (30) calendar days from the receipt of the grievance. All parties involved and their representatives shall be present unless waived.

#### Level 4 – Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes a review of a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days in receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievance concerning:
  1. Any matter for which a specified method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education, or
  2. A complaint of any employee which arises by reason of not being re-employed, or
  3. A complaint by any employee occasioned by the lack of appointment to any bonus position for which tenure either is not possible or not required, or
  4. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.
- 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 both parties are unable to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association. 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 a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date, that final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions, which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be **advisory** for Groups **A** and **D**, and **binding** for Groups **B** and **C**. The costs 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. Miscellaneous

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximum. Failure at any step to appeal a grievance to the next step within the specified time limits should be deemed waiver of further appeal of the decision. The time limits may be extended by mutual agreement.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article.
3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 2. The Association may process such grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
4. All employees, including the grievant, are required to follow administrative directives and Board Policies under the direction of the Superintendent and administration regardless of the pendency of any grievance until such grievance is properly determined.

#### ARTICLE IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Pursuant to Chapter 123, Public Law 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. 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 teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Employees shall maintain the right and responsibility to determine grades within the grading policy of the Audubon School District based on his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. Responsibility for grading shall be based on the professional judgment of the employee for each marking period. Such marks can be for major test, homework, class work, short quizzes and additional work of which the students are advised, and other such regulations which are outlined in the Audubon faculty manuals, which will be consistent with established and adopted Board policy. The final responsibility for changes of grades shall rest with the building administrator in cases of dispute. In the event of such changes, the building administrator shall provide to all parties concerned, in writing, the reasons for such action.

C. No employee shall be prevented from wearing or displaying pins or other inconspicuous identification of membership in the Association or its affiliates.

D. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

E. Whenever any employee is required to appear before the Superintendent, the Board, or any agent thereof, concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or any salary increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

F. Modifications or changes in existing working conditions shall be negotiated with the majority representative before they are established.

G. Every employee in **Groups A and D** shall receive tenure after the first day of the fifth year.

H. Every employee in **Group C** shall receive tenure after the first day of the fourth year.

#### **ARTICLE V. ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to furnish to the Association in response to reasonable request from time to time all public information concerning the financial resources of the district, agendas and minutes of all Board meetings, census data, individual and group employees health insurance premium and experience figures, names and addresses of all employees, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties during work hours in negotiations or grievance procedures, he shall suffer no loss in pay.

C. The Board of Education shall assist in maintaining clean, up to date faculty/employee rooms in each building.

D. The Association and its representatives may have the privilege to use school buildings at all reasonable hours for meetings upon application for use of buildings through the Superintendent of Schools. The Principal of the building concerned shall be notified in advance of time and place of all such meetings.

E. The Association may, with administrative permission, use school facilities and equipment, including computers, duplicating equipment, printers, and all types of audio-visual equipment, when such equipment is not otherwise in use.

F. The Association shall have, in each school building, the exclusive use of a specified area on a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building administrator.

G. The Association shall have the privilege to use the inter-school facilities and school mail boxes as it deems necessary and so long as it does not disrupt mail distribution for school purposes.

H. The above privileges may be withdrawn at the discretion of the Superintendent if abused.

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other teacher organizations.

J. The Association shall be provided, without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense, and pay for its operation.

K. The Board shall enter into no contract for instruction of students with groups or companies other than staff properly certified by the State of New Jersey with the exception of Community Education.

L. The Board of Education understands the necessity of release time for Association business. Concurrently, the Association understands the necessity to maintain instructional time. Toward that end, the president of the Audubon Education Association will be granted one hundred and thirty five (135) minutes release time per week. Such time shall be in addition to regularly scheduled preparation time and lunch periods as provided in this Agreement.

#### **ARTICLE VI. EMPLOYEE-ADMINISTRATION LIAISON**

A. The Association shall elect a Liaison Committee for each school building, which shall meet with the principal at least once a month for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. The administration and the AEA will work collaboratively to set the agenda. The liaison members shall share agenda items with one another five (5) days or more prior to the scheduled meeting.

B. The Association's representatives (Superintendent's Liaison Committee) shall meet with the Superintendent on a regular basis during the school year to review and discuss current school problems and practices and the administration of this Agreement. The Superintendent and the AEA will work collaboratively to set the agenda. The liaison members shall share agenda items with one another five (5) days or more prior to the scheduled meeting.

C. All recommendations of the Liaison Committee for each school building and the Superintendent's Liaison Committee shall be advisory only and not binding upon the Administration or the Board.



D. Minutes of the Principal's Liaison Meeting will be kept collaboratively and forwarded to the Superintendent and Principal five (5) or more days prior to the Superintendent's Liaison meeting. The Association and the Superintendent will inform each other of items to be included on the agenda five (5) or more days before the meeting. Other items may be included if situations arise before the meeting by mutual consent.

## **ARTICLE VII. UNIFIED PERSONAL AND SICK LEAVE**

A. Sick leave and personal leave shall be granted as follows:

1. On the first official day of each school year, all full-time employees, on a ten (10) month basis shall be entitled to five (5) personal days and ten (10) sick leave days. On the first official day of each school year, all full-time employees, on a twelve (12) month basis shall be entitled to five (5) personal days and ten (12) sick leave days. On the first official day of each school year, all part-time employees shall be entitled to three (3) personal days and ten (10) sick leave days.
2. Unused sick days shall be accumulated from year to year with no maximum limit.
3. Unused personal days shall convert to accumulated sick days.
4. A medical certificate after sick leave shall be at the discretion of the Superintendent of Schools.
5. If termination of employment is due to death, payment of unused sick days shall be remitted to the employee's estate.
6. An employee who is affected by a reduction in force will receive compensation for sick days at one-half the established rate.
7. Personal leave must be requested and approved by the Superintendent at least five school days in advance of the time for which such leave is requested. Emergency events will be considered immediately.
8. Employees shall be given a written accounting of accumulated sick leave says no later than September 30<sup>th</sup> of each school year.

B. Payment of unused sick leave will be made to an employee who receives a pension immediately upon retiring from service in accordance with the T.P.A.F. and P.E.R.S., and pursuant to law.

Notice of intent to retire shall be received in the Superintendent's office by January 1<sup>st</sup> of the retirement year in order for employees to receive payment by the 2<sup>nd</sup> payment in September of the retirement year. Notice not received by January 1<sup>st</sup> may result in delay of payment until the 2<sup>nd</sup> payment in the second August following retirement. The board will consider emergency retirement on an individual basis. Employees may opt to defer payment up to one year after retirement.

1. Payment of accumulated sick leave days will be as follows:

Group A: 15-19 years of service - \$40 per day  
20-24 years of service - \$44 per day  
25 & up years of service - \$55 per day

Group B, C and D: \$40 per day

Part-time: (19 ½ hrs, 22 hrs, 29 ½ hrs. employees steadily employed by the BOE) \$36 per day.

2. Beginning with employees hired after September 30, 2018, payment of banked sick time, upon retirement, not to exceed \$12,000.00

## **ARTICLE VIII. TEMPORARY LEAVES OF ABSENCE**

A. At the beginning of each school year, employees shall be entitled to temporary non-accumulative leaves of absence with full pay each school year. The following leaves of absence will not be available to any employee who is not active and/or is on an unpaid leave.

B. Types of Leave:

1. PERSONAL - Five (5) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. A written explanation is not required. Request will be made to the Superintendent five (5) days before the absence except in cases of emergency. Request for personal days of three

(3) or more in a row will be denied but the Superintendent may grant waiver to this provision. If the personal leave request would extend a scheduled school holiday or break, each day will be charged as two (2) days. The Superintendent may, at his/her discretion, grant waiver from the "two days for one day" provision. In cases where the number of personal days taken on any one day would substantially interfere with the operation of the school, the Superintendent will have the final determination.

2. LEGAL- Up to two (2) days in any school year for appearance in any legal proceeding at which the employee's presence is required. The Superintendent may require documentation.
3. DEATH - The following Bereavement Leave shall be granted to employees in the event of the death of a relative:
  - Spouse/Civil Union Partner 10 days
  - Child 10 days
  - Parent/Stepparent 5 days
  - Siblings/Step Siblings 5 days
  - Daughter/Son-In-Law 5 days
  - Mother/Father-In-Law 5 days
  - Member of Household 5 days
  - Grandchild 5 days
  - Sister/Brother-In-Law 3 days
  - Grandparent 3 days

In case of death of other relatives such as cousins, aunts, uncles, stepbrothers/sisters, half-brothers/sisters, one (1) day is allowed. If a special problem exists, up to three (3) days will be allowed upon approval of the Superintendent. Employee shall be granted up to one (1) day in the event of the death of an employee's friend. In the event of the death of an employee or student in the Audubon School District, the Principal or immediate supervisor of said employee or student shall grant a reasonable number of staff, consistent with educational needs, sufficient time off to attend a funeral.

4. SUMMER SCHOOL - Should a summer school course begin before the end of the teacher year, the Superintendent of Schools may honor a request for an employee to be released from obligation upon completion of all commitments and instructional time.

5. GOOD CAUSE- other leaves of absence with or without pay may be granted by the Board for a good reason.

#### **ARTICLE IX. EXTENDED LEAVES OF ABSENCE**

A. The Board of Education will grant leave to any employee upon request in accordance with the New Jersey and Federal Family Leave Acts.

##### **B. Illness in the Family:**

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

##### **C. Child Rearing:**

The Board shall grant leave without pay to any employee upon request subject to the following stipulations and limitations:

1. The Board may remove any pregnant employee from her duties on any one of the following bases:
  - a. Work performance substantially declines from the period preceding pregnancy.
  - b. Physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist of:
    1. The pregnant employee fails to produce a physician's certificate that she is medically able to continue working, or
    2. The Board's physician concluded she is unable to continue with duties.
  - c. Any other just cause that is found to exist in N.J.S.A. Title 18A.

2. The Board shall grant leave of absence for medical reasons associated with pregnancy and birth to employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, asset forth in .NJSA Title 18A:30-1 et seq.

3. Any employee seeking such leave shall apply to the Board sixty (60) schools days prior to the beginning of leave. At the time of application, the employee shall specify in writing the date on which to commence leave and the date of return to work. The Board may require any employee to produce a certificate from a physician in support of the

requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive by the leave dates requested, such leave shall be granted by the Board except that the Board may change the requested dates upon finding that the grant of leave dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any employee the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated. The Board may require any employee to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

For **Group A**: The termination date of an extended leave of absence shall be September 1st or January 1st only. Notification of intent to return from extended leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Teachers returning to employment in September shall give notice to the Superintendent no later than April 15th prior thereto.

4. For all employees upon returns from an extended leave of absence, the employee shall be reinstated in the same position or a similar position for which the employee is qualified.

5. The Board shall grant leave without pay to any tenured employee or non-tenured employee with four (4) consecutive years in the district for child rearing.

6. A child rearing leave granted to a teacher under tenure may be for the balance of that school year in which it is granted, and, if requested, for all or part of the following school year. The return date from the extended leave must be on the first day of a new marking period or semester. The intended length of the leave must be defined in the initial request for the extension of leave.

7. In any sub-section of Section B where the employee's physician and the Board's physician disagree concerning the employee's ability to continue or resume working, they shall jointly agree upon a third - physician who shall examine the employee to determine the employee's ability to continue to resume work. The decision shall be binding upon all parties.

8. The employees shall be entitled to any and all leaves mandated by state and/or federal law or regulation. The return date of the employees leave taken under state and/or federal law or regulation may not be limited by restriction in this contract. Only the optional, Board-granted extended leave is subject to the restrictions proscribed in #6 above.

#### D. Salary and Benefits

**1. Group A and D** – A teacher who worked 94 days through the last school day of the preceding school year shall, upon return from leave, be placed on the next level of the salary guide. Effective salary shall be the new salary guide.

**2. Group B and C**- Upon return from leave, an employee shall be considered as returning at the next salary level, providing six months were worked during the previous contract year. The effective salary shall be the new salary scale.

3. All Benefits to which an employee was entitled at the time of the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return. The employee shall be assigned to a position within appropriate certification

#### ARTICLE X. DEDUCTION FROM SALARY

A. The Board agrees to continue present dues deductions, which are authorized in writing by the employee. Employees must terminate such deductions in writing in accordance with the provisions of the law.

B. The Board agrees to deduct contributions to a tax shelter annuity fund upon receiving authorization to do so in writing from the employee. Such deduction shall continue until such time as the employee notifies the Board in writing that said deductions are to be discontinued.

## ARTICLE XI. INSURANCE PROTECTION

### Article XI Insurance Protection

#### A. Full Health Care Coverage

The Board shall provide fully paid health insurance protection for all full-time members of the Association and their dependents, at no cost to the employee, under the School Employees Health Benefits Program ("SEHBP") and/or adhere to the State of New Jersey Pension and Health Benefits Reform: The Educators' Health Benefits Fairness Act [July 1, 2020]; Chapter 44 (NJEBP). New hires as of the effective date of the Act will be placed in the Educators' Health Plan. New members and existing members choosing the NJEBP will make contributions to be calculated as defined in the law. Existing employees who choose to remain in the traditional New Jersey Direct 10 or New Jersey Direct 15 health plans will have their contributions calculated at the Chapter 78 tier 4 percentages as modified in the Collective Negotiated Agreement in Part B.

**The parties understand and agree that the Board retains the legal right to change carriers, provided that the level of benefits shall be equal to or better than those provided under the SEHBP.**

An employee who has filed a waiver prior to May 21, 2010, who has continuously waived coverage in any health plan (medical, dental, or prescription) since the effective date of the law, shall receive thirty percent (30%) of the amount saved by the Board of that Plan. Employees hired on or after May 21, 2010 shall receive twenty-five percent (25%) of the amount saved by the Board or \$5,000.00, whichever is less [P.L. 2010, c.2].

The payment for the buyout option will be paid on December 15<sup>th</sup> and June 15<sup>th</sup>. An employee whose spouse also works in the district will receive only one (1) prescription per couple.

#### B. Health Care Adjustment

The Audubon Board of Education will provide a four (4.00%) percent discount on the current Chapter 78 rate in 2018-19. In the following years, the Audubon Board of Education will provide a three (3.00%) percent discount on the current Chapter 78 rates, if State Aid drops below \$55,000.00. If the State Aid is greater than or equal to \$55,000.00, the Board of Education will provide a four (4.00%) percent discount on the current Chapter 78 rate. Employees enrolled in the plans offered under Chapter 44 shall not be entitled to the health care adjustment.

#### C. Co-Insurance Rebate

The Board of Education will provide a fifty (50%) percent reimbursement on the co-insurance.

- a. Family Plan \$1,000 co-insurance - \$500.00 reimbursement
- b. H/W and P/C Plan \$800.00 co-insurance - \$400.00 reimbursement
- c. Single Plan \$400.00 co-insurance - \$200.00 reimbursement

Co-insurance will be paid through Accounts Payable; not through payroll  
Reimbursement to be paid out in two installments on December 15<sup>th</sup> and June 15<sup>th</sup>.  
Employees enrolled in the plans offered under Chapter 44 shall not be entitled to the co-insurance rebate.

#### D. Provisions of Coverage:

##### E. Dental and Prescription Coverage:

1. The Board agrees to provide Dental and Prescription coverage for members of the Association and their dependents. The Dental deductible will be \$100 and the Prescription Co-pays shall be in accordance with the School Employees Health Benefits Plan (SEHBP).
2. The Board agrees to payment of the full costs of the dental and prescription insurance for the duration of this contract.
3. The parties may meet during the term of this Agreement to determine whether or not to modify the coverages for the dental and prescription program now in effect.
4. Dental coverage benefit maximum shall be \$2,000 per calendar year.
5. All employees hired on or after July 1, 1994 will have a contribution which will be equal to one month's premium. Employees who select PPO or HMO will have contributions waived
6. Unit members that retire from the district with twenty-five (25) years or more of service shall be entitled to dental coverage for the member and his/her spouse. Such entitlement shall accrue to Association members until the age of sixty-five (65).

7. The AEA agrees to open negotiations with regard to the Prescription Plan should the Board incur a significant increase in cost during the contract period.

#### **ARTICLE XII. BOARD RIGHTS**

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, and Chapter 123, Public Laws, 1974:

- A. To direct employees of the school district.
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take disciplinary action against employees.
- C. To relieve employees from their duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.
- E. To determine the methods, means and personnel by which such operations are to be conducted, and
- F. To take whatever action maybe necessary to carry out the mission of the school district in situations of emergency.

#### **ARTICLE XIII. REDUCTION IN FORCE**

When the Board is considering a reduction in force, it shall notify and consult with the Association concerning such reductions not less than sixty (60) days prior to any layoffs.

#### **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

##### **A. Nondiscrimination**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall exemplify that there is no discrimination in the hiring, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability in the Armed Forces of the United States, atypical hereditary cellular, or blood trait of any individual, or non applicable disability.

##### **B. Savings Clause**

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 rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term 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 teacher benefit existing prior to its effective date.

##### **C. Board Policy**

This Agreement shall be construed as 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. Separability**

If any provisions of this Agreement is held to be contrary to law, then such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

##### **E. Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual employee, hereunto 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, the Agreement, during its duration, shall be controlling.

F. Any person working thirty (30) hours per week will be considered full time. All part time employees will be entitled to ten (10) sick days per year and three (3) personal days.

G. An electronic copy of the contract will be made available to all Association and Board of Education members in an appropriate file format. A printed copy can be made available upon written request to the Recording Secretary.

H. Mileage for travel required by the district will be reimbursed at the New Jersey OMB rate. Should the OMB mileage regulation be no longer required, the reimbursement will revert to the IRS rate or remain at the OMB rate, whichever is higher.

I. Notice Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following address:


1. If by Association, to the Board at Board of Education, Audubon High School, Audubon, New Jersey 08106
2. If by Board, to Association at Audubon Education Association, Audubon High School, Audubon, New Jersey 08106

**ARTICLE XV. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2024, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

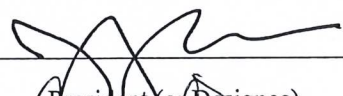
In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Chairperson, and their corporate seals to be placed hereon, all on the day and the year first above written.

AUDUBON EDUCATION ASSOCIATION

By  \_\_\_\_\_  
President

By Ron Lathan \_\_\_\_\_  
Chairperson

AUDUBON BOARD OF EDUCATION

By  \_\_\_\_\_  
President (or Designee)

By Christina D. Dennis \_\_\_\_\_  
Chairperson

## LANGUAGE SPECIFIC TO INDIVIDUAL GROUPS

### GROUP A: TEACHERS

#### **ARTICLE A1. TEACHER WORK YEAR**

1. The Audubon Education Association will have the right to consult and advise the Superintendent in regard to the establishment of the school calendar each year in accordance with present practice which includes 180 student days and 186 teacher days, five (5) of which shall be devoted to in-service. Full day in-service hours will begin at 8:00am and end at 2:30pm with an hour for lunch. The afternoon session for teachers on a student half-day shall commence at least one (1) hour after student dismissal and end by 2:45pm for the Jr/Sr High and HAS, and 3:00pm for MAS, except for the one (1) session days preceding the Thanksgiving, winter recess, and spring recess.
2. Effective July 1, 2021, new personnel may be required to attend up to 3 additional days over the work year set forth in 1. during their first work year. These additional days shall be for orientation and in-service purposes.

#### **ARTICLE A2. TEACHING HOURS AND TEACHING LOAD**

- A.1 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty sign-in roster.
2. The total time in the school workday for **elementary** teachers shall be no more than 6 hours and 45 minutes, which will be consecutive time. This workday shall include a duty free lunch period of 35 minutes and minimum preparation time of 40 minutes per teacher per day.
  3. The total time in the school workday for **Junior-Senior high** school teachers shall not be more than 6 hours 52 minutes which will be consecutive time. The workday shall include a duty free lunch period equal to the students' lunch period and a preparation period equal to the length of an instructional period.
  4. The typical teaching load for Junior-Senior high school teachers shall be 25 teaching periods, a homeroom assignment and five additional periods of non-teaching assignments per week. Overload instructional periods will be compensated for according to Article A.6. Distribution of the overload classes shall be according to the following criteria:
    - Overload classes shall be offered to department members according to seniority.
    - If there are no department members interested, the Board may assign an overload in reverse order of seniority to qualified department members.
  5. Junior-Senior high school teachers shall not be required to teach more than two subject areas, wherever administratively possible, nor shall a teacher be required to teach more than 3 preps, to include no more than two new preps, wherever administratively possible. For the purpose of this article a "new prep" shall be defined as any course in which a text or course of study has not previously been used by the teacher. Revisions of courses of study and/or texts, which are not significantly different from current texts, do not satisfy the conditions of this definition.
  6. On Fridays, or on days preceding holidays or vacations, the teacher workday shall end 5 minutes after the close of the student day or 5 minutes after flex schedule is completed.
  7. Any teacher who is required and/or requested by the Administration to work beyond the regular in-school work year as defined in Article VI shall be compensated at 1/200th of his current contractual salary on a per diem basis or given compensation time to be used at the teacher's request with administrative approval.
  8. All part-time teachers who attend in-service meetings over and above their normal working hours, as requested in writing by the Superintendent/Principal, will be paid pursuant to Article A6.B.3 after submitting the appropriate voucher/timesheet. Attendance at such meetings is mandatory with forty eight (48) hours notice.
  9. Certified staff members who are requested to provide in-service meeting training to part-time teachers, as requested in writing by the appropriate administrator, will be paid pursuant to Article A6.B.3 after submitting the appropriate voucher/timesheet, if training occurs outside of school hours.

B.1. Building-based teachers may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending building faculty or other professional meetings two (2) days each month, for a duration no longer than one (1) hour. Special Education teachers may attend a Special Education meeting in lieu of either of these two meetings, at the request of their supervisor. One meeting each month must be grade level or departmental meetings. The second monthly meetings may be outcome-based activities for staff development or Curriculum purposes. These meetings are to be held Monday through Thursday and not preceding a holiday.

During any two months (excepting November, December and June), a third meeting may be called as necessary with prior written approval from the Superintendent or their designee to run no longer than one (1) hour. Staff must be given at least fifteen (15) days notice of such a meeting. These meetings may be additional outcome based curriculum or staff development meetings. No such meeting, unless for emergency purposes, may be held on a District Early Dismissal Day. Emergency meetings may be called as necessary. Except in cases of emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

2. Meetings which take place after the regular in-school work day which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school except in cases of emergency as defined above in B.1.

3. The Association representative may speak to the teachers during any meeting referred to in paragraph 1 above for at least ten (10) minutes at the request of the representative.

4. The notice of an agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

5. Teachers may be required to attend no more than two (2) evening assignments or meetings each school year without additional compensation. Said compensation shall be rates cited in Article A6, Section B, Part 3. Elementary teachers may also be required to attend one evening session during each conference period. Compensation shall include one early dismissal day during the week of conferences and payment at the evening event rate.

C. 1. The Board and the Association agree that the extra-curricular activities listed in Exhibit E are educationally sound and worthwhile.

2. Teacher participation in extracurricular activities, which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated to the rate of pay and/or released time in Exhibit E.

3. For the purposes of this contract "released time" is that time period where a staff member is not assigned any administrative or teaching duty, and said time is for use in or out of building.

#### **ARTICLE A3. NON-TEACHING DUTIES**

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that the major portion of their energies should be utilized to this end.

B. Book storage will be provided in each classroom. Transport to central storage will be eliminated.

C. Only a simple inventory of "books in room" will be required.

D. Central register and clerical services will be employed to reduce, whenever possible, register keeping, and cumulative record keeping.

E. The Board and Administration will make every effort to reduce non- teacher duties such as duplication of materials, typing, etc.

F. The Board shall continue to maintain a central register in the elementary schools.

G. 1. A teacher may, on a voluntary basis, be asked by the Building Principal/Superintendent to use their automobile in the conducting of school business, attending of conferences, etc. Staff members shall be reimbursed for actual mileage when using their personal vehicle for school business as annually established by the Annual Appropriations Act of the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.



2. Staff members who are authorized by the Administration to drive students to and/or from extra-curricular activities shall be compensated in instances where the staff member is not compensated for the extra-curricular activity in accordance with the following for time spent in such driving, with a minimum payment for one (1) hour. \$15.00 per hour.

H. When substitutes are unavailable, the Administration will continue to spread coverage of classes for teachers who are late or absent. Every attempt will be made to not take teachers from preparation time. Staff teaching thirty periods per week will not be used for coverage. After the use of the fourth period, a staff member will be compensated for each lost prep at the following rate of \$30.00. Payment for lost preps will be at regular payroll intervals. Full time Elementary teaching staff who lose their preparation time will be compensated after the use of the fourth preparation period at the rate of \$30.00 per preparation period.

I. If a full time classroom teacher (not a member of a Board of Education approved team) is asked to attend a meeting before or after school hours, they will be compensated at the hourly non-instructional rate. (excluding emergency meeting called by the Administration)

#### **ARTICLE A4. TEACHER EMPLOYMENT**

A. Teachers shall be notified of their contract for the ensuing year no later than May 15.

B. Teachers shall be notified in writing of their class subject, building and/ or room assignment no later than July 30. If a teacher is informed of a physical building or classroom change after the Monday of the last full week of school, the teacher shall be given the opportunity to pack his/her classroom in the summer and given two compensation days the following school year to be used at the teacher's request or two compensation days at the current substitute rate with administrative approval.

C. Notice of vacancies shall be posted by the administration in each office of each building Principal and shall be sent to the Association President and building representatives.

During the school year, the posting will be no less than five (5) school days before the application deadline. During the summer vacancies will be emailed to the Association President and Vice President, and the posting will be in each building as per above. Summer postings will be no less than ten (10) calendar days before the application deadline.

#### **ARTICLE A5. TEACHER TRANSFER AND REASSIGNMENT**

A. Teaching, supervisory and administrative personnel are subject to transfer upon the recommendation of the Superintendent and approval by the Board of Education.

B. All other personnel are subject to assignment or transfer at the discretion of the Superintendent of Schools.

C. The following procedures shall be followed in the transfer/reassignment process:

1. Voluntary

a. Posting of vacancies - the Superintendent shall post in all schools all vacancies within ten (10) days of the time that the vacancy occurs,

b. Filing of requests - A teacher may apply for a position within five (5) school days of the posting of a vacancy. Application must be made in writing to the Superintendent of Schools. Applications will be considered should a vacancy occur either during the school year or during the summer.

c. Criteria for transfer/reassignment - In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interest of the school system. The teacher shall be provided with the reasons for rejection of a voluntary request.

2. Involuntary

a. Notice of an involuntary transfer and/or reassignment shall be given to the teacher as soon as practical. If a teacher is informed of a physical building change after the Monday of the last full week of school, the teacher shall be given the opportunity to pack his/her classroom in the summer and be given two (2) compensation days the following school year to be used at the teacher's request or two (2) compensation days at the current substitute rate with administration approval.

b. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor at which time the teacher shall be notified of the reasons. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may, at his/her option, have an Association representative at the meeting.

c. Teachers given notice of involuntary reassignments shall have the right to file, within five (5) school days, a written statement of preference for any other existing vacancy.

3. General

a. Whenever administratively possible, teachers shall remain in their assignment for a period of at least three (3) years.

b. Every attempt shall be made at the secondary level to assure that there are assignments in more than one grade level or course designation (e.g., regulars, college prep, honors).

c. Employees who desire to transfer to another position or building may file a written statement of such desire with the Superintendent. Such a statement shall include the school or schools to which they desire to be transferred, in order of preference. Such requests for transfer and reassignments for the following year shall be submitted no later than April 1. Said request may or may not be granted and does not require a written statement as to why the request was not honored.

## ARTICLE A6. TEACHER SALARIES

A. Salary shall be in accordance with **Exhibits A and E**.

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments in accordance with attached salary guides.

2. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final payday of July 15. A teacher so choosing must notify the office of the Board Secretary, on forms provided, on or before August 15. The Board shall make payable to the Association the total amount of monies withheld for all teachers so choosing within five (5) days of each end of the month pay date. The Association shall save the Board harmless from any claim of cause of action, from any source of its duties under this section.

3. Hourly rates will be defined as Professional (in-service, peers, etc.), Instructional (summer school and home bound tutoring) or Non-instructional (all other school related activities). Presenters will be compensated for preparing new or repeat presentations at \$60.00 (two hours non-instructional) and \$30.00 (one hour non-instructional) per hour of actual presentation respectively. Number of hours for workshop under Professional category must be approved by the Superintendent prior to preparation of the workshop. Hourly rates will be as follows (not including athletic events, which are based on a fee per event - see exhibit B):

Professional: \$60.00/hour

Instructional: \$40.00/hour

Non-instructional: \$30.00/hour

4. Payday schedule is normally the 15th and the 30<sup>th</sup> of each month of the contract year. Special exception is made for holidays and weekends. A published schedule will be provided by the Board Secretary's office during the first full workweek in September of the school year. Christmas break pay shall be on the last workday prior to the break.

5. Initial placement on the salary guide shall be at the discretion of the Board of Education.

6. Teachers employed in extra curricular activities will be paid according to Exhibit E in two equal installments as follows: Annual Contract: 1/15 and 6/15 Winter Contract: 1/15 and 3/15 Fall Contract: 10/15 and 12/15 Spring Contract: 4/15 and 6/15

### C. LONGEVITY LANGUAGE

A longevity payment will be awarded over and above the salary guide in each of the three years of the contract to all teaching staff who have accrued twenty-seven (27) or more years of service credit in the Teachers' Pension and Annuity Fund (TPAF). The annual TPAF Account Statement issued to all teachers will serve as proof of accrued years of service credit. It is the individual teachers' responsibility to provide proof of service. Payments will not be retroactive. For payment to commence with the first pay in September of subsequent years, current TPAF Account Statement for newly eligible teachers must be submitted to the board office by March 15. There will be no prorated payments.

### D. CLASS LOAD/ ADDITIONAL INSTRUCTION

Any high school teacher whose instructional class load exceeds 25 instructional periods per week shall receive the following pensionable compensation:

\$800.00 per year for each class exceeding 25 per week for any teacher whose daily class load is less than 125 students, and \$1025.00 per year for each instructional class exceeding 25 per week for any teacher whose daily load is 125 students or greater. Student daily class count will be as of October 15<sup>th</sup>. Compensation shall be reflected in the teacher's base salary. Should a teacher's schedule decrease in a future year, any decrease in base salary shall not be in violation of NJSA 18A.

### E. GUIDE FOR ATHLETIC EVENTS

Payment for event workers such as ticket takers and the like will be covered under this guide at the following compensation: \$40.00/event.

## ARTICLE A7. TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
- B. A teacher shall be given a duplicate copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference, if requested by the Principal or the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- C. A teacher shall have the right, upon written request, to review the contents of his personnel file and to receive a copy at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every year, a teacher shall have the right to indicate those documents and/or other materials in his file that he believes will be obsolete or otherwise inappropriate to remain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision with respect to retention or non-retention of any document shall be final.
- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- E. 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 teacher's inspection.
- F. Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person, which are used in any manner in evaluating a teacher, shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented at any meeting or conference regarding such complaint. In the event a teacher does not sign the evaluation, a copy will be sent to the President of the Association and a copy will be placed in the teacher's file.

- G. The Board believes teacher evaluation is an important part of improving and maintaining a good education system. The Board believes that the means of evaluation should be discussed between the administration and teachers. All certified staff will be evaluated in accordance to NJDOE guidelines.
- H. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teachers after severance or otherwise than in accordance with the procedures set forth in this Article unless said teacher is under suspension.
- I. No single model of teaching shall be used in the evaluation of teachers.

#### **ARTICLE A8. TEACHER PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board will continue to encourage professional day in-service training. Toward this end, the Board of Education will continue to provide for registration and travel for professional days approved by the Superintendent and will continue to provide in-service cooperatively planned to meet priorities jointly determined by the Association and the Administration through the School Improvement Panel (SciP).
- B. The Board agrees to pay a tuition refund to any teacher taking courses as described below. A teacher will be entitled tuition reimbursement. This reimbursement will not exceed the cost of nine (9) graduate credits at Rutgers University per teacher per year. The total cost to the Board of Education will not exceed the cost of seventy-two (72) Rutgers graduate credits per year.
- C. Courses that are eligible for reimbursement and applicable for lateral movement of the salary guide are courses that are:
  - 1. Graduate courses in the teacher's area of instruction granted by an accredited college or university. OR
  - 2. Graduate courses required and accepted by the state board of examiners for certification purposes. OR
  - 3. Graduate courses in the field of education. OR
  - 4. Courses or credit approved by the Superintendent. . The above language will not cause any teacher to revert to another column.
- D. Courses taken subsequent to a degree will be the only courses considered for lateral movement. This clause is applicable to employees hired after July 1, 1989.
- F. The Board recognizes that certain professional experiences and programs are as valuable as graduate level study and academic work related to specific content area. The Superintendent of Schools will have the authority to award a staff member up to three credits for such programs that would accrue toward lateral advancement on the salary guide. The maximum number of credits that a staff member can accrue in this fashion will be a total of six (6) not to exceed three (3) per academic year. The Superintendent will receive a written account of said experience which will include the full scope and sequence of the course, the relevance to the community and the intended use in the district of the knowledge gained from the course by the staff member. All credit awards are subject to the approval of the Board of Education. Programs for which a staff member wishes to receive such credit will require prior approval by the Superintendent.
- G. Lateral movement will be granted only at the September and January meeting of the Board of Education and will not be retroactive.
- H. All staff will be placed on proper step and level of the salary guide. This does not relinquish the right of the Board of Education to determine initial placement at the time of employment.
- I. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes and actively seeks Association participation in all aspects of strengthening the educational program that best meet the needs of the students, school and community.

#### **ARTICLE A9. FAIR DISMISSAL PROCEDURE**

- A. On or before May 15 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

2. A written notice that such employment shall not be offered.

B. Any non-tenure teacher who received a notice of non-employment may within five (5) school days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within five (5) school days after receipt of such request.

C. Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) school days after receipt by the teacher of the statement of reasons.

D. The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within five (5) school days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the teacher no later than May 31.

E. The Board's decision should be final and binding on the grievance concerning a complaint of non-tenure teacher which arises by reason of not being re-employed.

#### **ARTICLE A10. INSTRUCTIONAL COUNCIL AND CURRICULUM WRITING**

A. An Instructional Council shall be established and shall meet not later than October 15. The purpose of the council shall be to strengthen the educational program through research, evaluation and recommendations in all areas of instruction. The recommendations of the Council shall be advisory only.

1. The Council shall consist of three (3) administrators and eight (8) to fourteen (14) association members. The Association will choose half the committee members and the Superintendent of Schools will choose half. An effort will be made to arrive at mutual agreement between the Superintendent and the Association on the composition of the council.

2. The Council shall be authorized to establish sub-committees or ad hoc committees for specific projects.

3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, association committees, administrators, board members, students and parents, and follow the curriculum review cycle.

4. The Superintendent or his/her designee has the option to extend the Instructional Council Members through a second year. If seats on the Instructional Council become available, the position(s) will be posted. If a position becomes available mid-year, the salary will be prorated for both parties.

B. Each year the Superintendent, together with the Director of Curriculum and Instruction and the Board of Education, will determine if there is a need for summer curriculum writing or revision. The Superintendent, upon approval of the Board of Education, will offer such responsibilities to appropriate staff members. The rate for these responsibilities will be \$400.00 for revision (altering or updating a previously approved curriculum), and \$800.00 for writing (writing and gaining approval of a newly written curriculum). The Director of Curriculum and Instruction will issue final decisions on how each project shall be categorized. These decisions may not be grieved by the Association.

#### **ARTICLE A11. SUMMER SCHOOL**

If the Board of Education funds a summer school program, all hiring practices stated in this contract will be followed. The Board of Education shall determine qualifications for said positions and shall be solely responsible for filling said positions. Every effort will be made to fill such positions with qualified teachers from the Audubon School District.

## ARTICLE A12. TECHNOLOGY/INDUSTRIAL ARTS DEPARTMENT

A. WORK ATTIRE: Staff employed in the technology/industrial arts department have the option of wearing appropriate attire and footwear for their profession including denim, Dickies, Carhartt.

## GROUP B: MAINTENANCE/CUSTODIAL

### ARTICLE B1. DAILY WORK HOURS

- A. The workday for the day staff shall consist of eight and one-half (8- 1/2) hours, including thirty (30) minutes duty-free lunch period.
- B. The workday for the second shift shall consist of eight (8) hours, including thirty (30) minutes duty-free lunch period.
- C. The workday for the third shift shall consist of eight (8) hours including thirty (30) minutes duty-free lunch period.
- D. There shall be two (2) duty-free breaks of fifteen (15) minutes, one prior to the lunch break and one after the lunch break. The times should be standardized and scheduled at the discretion of the Supervisor of Buildings and Grounds.
- E. Employees who are late more than one time a pay period shall be subject to the following procedures:
1. An employee shall be given a grace period of five minutes at the beginning of the work shift.
  2. Lateness after five minutes up to fifteen minutes shall be penalized with a payroll deduction of fifteen minutes prorated on the hourly wage.
  3. Lateness after fifteen minutes shall be penalized with a prorated payroll deduction equal to the period of lateness.
- F. Employees shall punch in on the time clock no earlier than ten (10) minutes before the shift is scheduled to begin.

Nothing in this article is intended to eliminate work shifts, but rather to provide flexibility in scheduling. Examples of possible shifts are 6:30 a.m. to 3:00 p.m., 3:00 p.m. to 11:00p.m, 11:00p.m.to 7:00a.m.

### ARTICLE B2. WORK SCHEDULE

- A. Prior to completion of one year's service, vacation entitlement shall be .8 (eight-tenths) of a day for each month employed.
- B. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to approval of the immediate supervisor and the Superintendent of Schools. Such approval shall not be arbitrarily withheld.
- C. Vacation entitlements shall be as follows; after one year, (10) days, after five years, (15) days, after twelve years, (20) days.
1. Vacation entitlement will accrue on a pro-rated basis in any transition year in which vacation entitlement is scheduled to be increased in accordance with Article B2, Work Schedule, part C of the Agreement between the Audubon Board of Education and the Audubon Education Association. The transition year is the year in which the employee completes either five (5) or twenty (20) years of service in the district.
  2. Additional vacation entitlement will accrue in the transition year at the rate of one half (1/2) day for the triggering anniversary month and every month thereafter until June 30. The maximum amount of additional vacation entitlement under this method of accrual shall be five (5) days.
  3. The triggering anniversary month will be the month in which the anniversary date falls provided that the anniversary date is on or before the fifteenth (15th) of the month; otherwise, if the anniversary date is the sixteenth (16th) of the month or later, then the triggering month will be the following month.
  4. Additional vacation entitlement will be credited on the anniversary date in the transition year and on July 1 in subsequent years.
  5. This method of determining accrued vacation time in transition years supersedes any other past practice and shall be effective July 1, 1995. Carry over days will not be permitted unless there is permission from the Superintendent.

D. Upon request to the Superintendent, members of the bargaining unit shall be given the time necessary to attend workshops or conferences concerning custodial and maintenance operations without any loss of pay

**ARTICLE B3. HOLIDAYS**

A. Employees shall be entitled to the following holidays with pay; July Fourth, Labor Day, Columbus Day, Thanksgiving Day and the day after Thanksgiving Christmas Eve, Christmas Day and the day after Christmas Day ,New Year's Eve, New Year's Day , Martin Luther King Day, Presidents' Day, Good Friday, Easter Monday, and Memorial Day. Holidays will correspond to the legal federal holiday recognized by law. Should a single holiday fall on a Saturday or Sunday, the recognized holiday will be the following Monday. If school is in session, the holiday will become a floating holiday to be used with permission of the supervisor. Should school be in session on a day entitled under the phrase, "holiday and day after", the day will become a floating holiday.

If any winter holiday falls on a weekend, please reference the attached chart. The floating holiday may be taken with the permission of the supervisor. Five (5) day notice is required for permission to be granted.

B.The Board of Education reserves the right to assign staff to provide coverage of facilities and activities as needed. Procedures for assigning staff and remuneration shall be in accordance with Article B5, Overtime.

M	T	W	R	F	S	N
18 Work	19 Work	20 Work	21 Work	22 Work	23	24 Missed Wed-27
	T	W	R	F	S	N
25 Off	26 Off	27 Off	28 Work	29 Work	30	
M	T	W	R	F	S	N
1 Off	2 Work	3 Work	4 Work	5 Work	6	7

M		W	R	F	S	N
24 Off	25 Off	26 Off	27 Work	28 Work	29	30
M	T	W	R	F	S	N
	1 Off	2 Work	3 Work	4 Work	5	6

M	T		R	F	S	N
23 Work	24 Off	25 Off	26 Off	27 Work	28	29
M	T	W	R	F	S	N
30 Work	31 Off	1 Off	3 Work	4 Work	5	6

M	T	W		F	S	N
22 Work	23 Work	24 Off	25 Off	26 Off	27	28
M	T	W	R	F	S	N
29 Work	30 Work	31 Off	1 Off	2 Work	3	4

M	T	W	R		S	N
21 Work	22 Work	23 Work	24 Off	25 Off	26 Missed Mon 28	27
M	T	W	R	F	S	N
28 Off	29 Work	30 Work	31 Off	1 Off	2	3

M	T	W	R	F		N
20 Work	21 Work	22 Work	23 Work	24 Off	25 Missed Mon 27	26 Missed Tue 28
M	T	W	R	F	S	N
27 Off	28 Off	29 Work	30 Work	31 Off		2
M	T	W	R	F	S	N
3 Work	4 Work	5 Work	6 Work	7 Work	8	9

M	T	W	R	F	S	
19 Work	20 Work	21 Work	22 Work	23 Work	24 Missed Mon 27	
M	T	W	R	F	S	N
26 Off	27 Off	28 Work	29 Work	30 Off	31 Missed Fri 30	
M	T	W	R	F	S	N
2 Work	3 Work	4 Work	5 Work	6 Work	7 Work	8 Work



#### **ARTICLE B4. OVERTIME**

- A. Overtime shall be defined as all time in excess of forty (40) hours per week for day shift employees, and thirty-seven and one-half (37 -1/2) hours per week for night shift employees.
- B. Overtime will be assigned on a rotating basis in accordance with employee's seniority, qualifications, and experience in specific situations, (e.g. Only employee with boiler license can work alone in an occupied building when boilers are in operation ). Qualifications and experience shall not be limited only to those who have worked in a particular building. When overtime work is necessary, the Supervisor of Buildings and Grounds will assign the overtime to the next eligible employee and a notice will be posted in all three (3) buildings. Assignment and notice will be given seventy-two (72) hours before the overtime unless there is an emergency as determined by the supervisor. The employee may arrange for a substitute with the approval of the Supervisor of Buildings and Grounds. (An emergency is the necessity for employees to respond as determined by the Supervisor of Buildings and Grounds or his designee to an incident or weather related problem, which impedes the use of the district's facilities.) Prescribed staff are required to respond unless on vacation.
- C. All overtime pay will be rounded to the nearest one-half (1/2) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1-1/2) times the individual's regular hourly salary for time worked on week days and double (2 times) his regular hourly salary for overtime worked on holidays and Sundays.
- D. When an employee is called in and works overtime which is not immediately before or after his regularly scheduled workday, he shall receive a minimum of one (1) hour pay at one and one-half (1-1/2) times his regular hourly salary. Overtime pay shall be paid in the pay period following the pay period in which overtime is worked. If the amount of overtime pay is verified as incorrect due to administrative error, the Board of Education shall, within five (5) working days, make corrections in the form of a separate check to the employee.
- E. If overtime hours are in excess of 8 hours, time may be divided equally between two employees.

#### **ARTICLE B5. UNIFORMS**

- A. On or about September 1st of each year, the Board will provide all employees with the following; two (2) shirts and two (2) pants. Each year of the contract, the Board will provide the cost of shoes not to exceed \$100. Clothing and shoes are to be selected from a list approved by the Supervisor of Buildings and Grounds. If employee requests additional clothing in lieu of shoes or vise versa, the Supervisor of Buildings and Grounds may approve the substitution.
- B. On or about September 1st every third year the Board will provide all employees with the choice of winter coat (maximum Board cost \$90/ per employee) or a spring jacket (maximum cost \$50/ per employee). If employee requests additional clothing in lieu of a jacket or vise versa, the Supervisor of Buildings and Grounds may approve the substitution.
- C. Uniforms will be worn from September 1 through the end of the school year. Uniforms may include shorts on warm days. Shorts must conform to Board policy.

#### **ARTICLE B6. SALARIES**

- A. The salary of each employee covered by this Agreement is set forth in Exhibit B. Initial placement on the guide is determined by Superintendent and will take into account the need to recommend a higher salary than the lowest paid employee based on need for specialized skills.
- B. Employees shall be paid on the 15th and 30th of each month
- C. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- D. Longevity shall be pro-rated to the day the employee began work.

E. The Board shall provide a pool of \$4,000.00 per year to reimburse employees who complete course(s) pertaining to their position. Course(s) must receive prior approval of the Superintendent. Payment shall be on June 30. If claims exceed \$4,000.00, they will be prorated. A provision for a 100% pay back to Board by any employee that leaves within the year the class was completed within 60 days from resignation.

F. The Board shall provide a pool of \$750 per year for all expenses incurred for Professional Days approved by the Superintendent.

G. Licensed Stipend: Payment of a stipend, each year, for the following licenses: Boiler, HV AC, Electrical, Plumbing, Freon, and Pesticide as per the attached guide.

<u>License</u>		
Black Seal (Boiler)	\$600.00	
Electrician	\$600.00	
Plumbing	\$600.00	
Pesticide Core & 3b Turf	\$600.00	
Pesticide Additional (13 Insecticide)	\$200.00	\$550.00 holds for past hires with the current certificate.
HVAC	\$600.00	
Refrigeration (Freon)	\$200.00	\$550.00 holds for past hires with the current certificate.
MAXIMUM	\$2,000.00	

#### ARTICLE B7. EVALUATION

- A. All employees shall be evaluated by their immediate supervisor at least once in each contract year.
- B. Subsequent to each evaluation, the employee shall be provided with a written evaluation report describing the employee's strengths, weaknesses and areas, which require improvement.
- C. Subsequent to the employee's receipt of the evaluation report, a conference between the employee and his immediate supervisor shall be mutually scheduled for the purpose of discussing the report. If the employee so chooses, he may have a representative of the Association present at the second evaluation meeting.
- D. Any employee advanced in position will be on probation for the first sixty (60) days of employment and shall be evaluated one (1) time during this probationary period in order to determine whether or not he/she should be permanent in the new position.

#### ARTICLE B8. EMPLOYMENT PROCEDURES

- A. Any new employee hired shall be considered to be within his probationary period for the first sixty (60) days of employment. During that sixty (60) day period of time, the Board shall review the performance of the employee in order to determine whether or not he should be permanently employed. A decision to dismiss an employee during the probationary period shall be absolute and not subject to the grievance and arbitration provisions of this Agreement.
- B. 1. An employee who is resigning from his position shall give the Board sixty (60) calendar days notice.

2. During the final year of employment, vacation shall be earned and paid in proportion to the number of full months worked to the total contract year.

3. If the full sixty (60) days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

C. Except in disciplinary cases, a permanent employee who is not being retained shall be given sixty (60) days notice or, in the alternative sixty (60) days pay.

D. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 15<sup>th</sup>.

E. Assigned Duties

1. At no time shall the Board or any Agent thereof assign or direct any employee covered by this contract to any other duties outside of the duties appropriate to their position and consistent with the general job description.

2. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of any emergency.

F. Reduction in Force: When the Board is considering a reduction in force, it shall notify and consult with the Association concerning such reduction not less than sixty (60) days prior to any layoffs.

#### **ARTICLE B9. VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. No later than May 15<sup>th</sup> of each school year, the Superintendent shall deliver to the Association a list of the known vacancies, which shall occur during the following school year.

B. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 1<sup>st</sup>.

C. The substantive decision concerning transfers and reassignments is within the exclusive authority of the Board and such determinations shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE B10. INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Absent disciplinary action by the Board, the involuntary transfer or reassignment of an employee shall not involve a reduction in pay.

B. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable. Except in cases of emergency, notification for reassignment in the upcoming school year shall be given by June 1<sup>st</sup>, and if during the school year five (5) calendar days of the actual transfer.

C. An employee may, within five (5) days from receipt of the notification of involuntary transfer or reassignment, request a meeting with the Superintendent to discuss his concerns. The Superintendent shall schedule a meeting with the employee within ten (10) days from the receipt of the request. The employee may, at his option, have an Association representative present at such meeting.

E. The substantive decision concerning involuntary transfers and reassignments is within the exclusive authority of the Board and such determination shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE B11. PROMOTIONS**

- A. When a vacancy in a promotional position exists, the Board Secretary shall post a notice of such vacancy in each school and provide a copy to the Association.
- B. Employees who desire to apply for such vacancies shall submit their applications in writing to the Board Secretary within the time limit specified in the notice, not less than five (5) days.
- C. The substantive determination for filling promotional positions is within the exclusive authority of the Board and such determinations shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE B12. SENIORITY AND JOB SECURITY**

- A. Seniority shall be accrued from the last date of hire.
- B. Reduction in force shall be accomplished for all full time and part time custodial and maintenance staff by releasing employees in reverse order in which they were hired. For the purposes of reduction in force, one seniority list will be maintained consisting of full time and part time employees in each of the job classifications: (1) Custodial staff and (2) Maintenance and Grounds staff.
- C. An employee who loses a position due to a reduction in force shall be entitled to job rights in another job classification provided that:
1. The employee has accrued seniority greater than the lowest seniority accrued in the new job classification, and
  2. The employee has the demonstrated qualifications and competencies required to perform the responsibilities listed in the job description.
- D. Employees who have been laid off shall remain on a preferential hiring list for a period of one (1) year. During the one-year period, an employee shall be entitled to first refusal rights on any opening within the job classification that may occur.
- E. No employee covered by this article shall be discharged or disciplined except for just cause.
- F. Dismissal procedures shall be in accordance with N.J.A.C. 6, 3-1.20.

## **ARTICLE B13. MISCELLANEOUS PROVISIONS**

- A. The Board or its designee shall meet and consult with the Association concerning the adoption of job descriptions for positions in this unit prior to any such adoptions.
- B. Buildings and grounds supervisor and night foreman will meet at least quarterly to discuss any job related problems.
- C. When Supervisor is absent in the evening, a custodian covering will perform security duties within the scope of his/her work hours.

## **GROUP C: SECRETARIAL/CLERICAL**

### **ARTICLE C1. DAILY WORK HOURS**

- A. The workday for 12 month and 10 month Secretarial/clerical employees shall consist of eight (8) hours, inclusive of a sixty (60) minute lunch break. All employees shall be scheduled by their supervisor. The schedule shall contain regular starting and quitting time between seven (7) a.m. and five (5) p.m.
- B. All employees who work in excess of their normal work week shall be paid at an hourly rate of one and one-half (1 1/2) times their regular hourly pay. The immediate supervisor will have the authority to permit the secretary to decide

between monetary compensation or compensatory time for overtime worked. Any earned compensation time must be used in the year in which it was earned or shall be carried over to the upcoming July and/ or August with administrative approval.

C. Overtime shall be defined as all time of work in excess of the employees' regular hours as defined in sections A or on days when school would be normally closed for the employee.

D. When overtime work is necessary, the direct supervisor may request an employee to work overtime. See Article C1 - C for compensation rates.

E. When overtime work is necessary, the Board may request an employee to work overtime. See Article C1 - C for compensation rates.

F. All overtime pay will be rounded to the nearest one-half (1/2) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 1/2) times the individual's regular hourly salary for time worked on week days, Saturday rate at time and one half (1 1/2) and Sunday rate at double (2) times her/his regular hourly salary for overtime worked on holidays.

G. During the summer vacation break the normal scheduled workday for twelve month employees shall consist of seven (7) hours, inclusive of a sixty (60) minute lunch break. All employees shall be scheduled by their supervisor. The schedule shall contain a regular starting and quitting time.

H. Each employee shall be entitled to one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Such breaks shall be mutually scheduled so as to cause the least disruption to the work process.

I. (1) Employees shall not be required to report to work when school is closed due to inclement weather.  
(2) All employees will report to work according to the school opening schedule during inclement weather.

J. Employees working 29.5 hours per week will be entitled to one (1) twenty-five minute break scheduled with approval of the supervisor.

#### **ARTICLE C2. WORK YEAR**

A. During the pupil school year, all employees shall work the same days as those worked by teaching staff members.

B. The following holidays: Columbus Day, and Martin Luther King Day, shall be holidays to be taken on those days, and the Friday preceding President's Day weekend to be used as a floating holiday.

C. In the event that New Year's Day falls on a Sunday, and the Board of Education District Calendar has a scheduled work day on Monday, January 2nd, all twelve (12) month employees will receive a floating holiday to be used during the summer months.

#### **ARTICLE C3. HOLIDAYS**

A. All employees shall be entitled to the same holidays as teaching staff members.

B. Twelve (12)-month employees shall also receive July 4 and Labor Day as paid holidays. Should the July 4<sup>th</sup> holiday fall on a Saturday or Sunday, the State of New Jersey calendar will be followed.

#### **ARTICLE C4. VACATION**

A. Twelve (12) month employees shall be entitled to the following vacation: six (6) months to one (1) year, five (5) days; after one (1) year to four (4) years, ten (10) days; after five (5) years to fourteen (14) years, fifteen (15) days; after fifteen (15) years, seventeen (17) days

B. All vacations shall be mutually scheduled between the employee and their immediate supervisor.

- C. Employees may carry over fifteen (15) vacation days to the following year.
- D. Any ten (10) month employee hired after July 1, 1989 will not be entitled to vacation days.
- E. A ten month employee promoted to a twelve month position will have time served toward vacation calculated in the following manner. Number of years multiplied by ten months, divided by twelve. The employee will then be covered by the vacation schedule outlined in "A" above.

**ARTICLE C5. SALARIES**

- A. Each ten (10) month employee shall receive their final pay and the pay schedule for the following year on their last working day in June or July.
- B. Employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month of their contract year. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay on the last previous working day.
- C. Employees required to make phone calls from home shall be reimbursed for said calls, provided proof can be furnished upon demand.
- D. Salary Guides **Exhibit C**.

**ARTICLE C6. EVALUATION**

- A. Non-tenure employees shall be evaluated by their immediate superiors a minimum of two (2) times in each contract year. Tenured employees will be evaluated by their supervisor at least once. This evaluation will include a professional improvement plan.
- B. Subsequent to each evaluation, the employee shall be provided with a written evaluation report describing the employee's strengths, weaknesses and areas, which require improvement.
- C. Subsequent to the employee's receipt of the evaluation report, a conference between the employee and their immediate supervisor shall be mutually scheduled for the purpose of discussing the report. If the employee so chooses, they may have a representative of the Association present at the meeting, if the meeting may have a negative effect on employment.
- D. An employee shall have the right, upon reasonable request in writing, to review the contents of their personnel file and to receive a single copy at Board expense of any document contained therein within two (2) working days in writing.

**ARTICLE C7. EMPLOYMENT PROCEDURES**

- A. Non-Tenure Dismissal
  1. Each employee who is not being retained for the subsequent school year shall be so notified no later than April 30 of the current school year
  2. An employee may, within thirty (30) days of their receipt of notification, request that the Board provide them with the reasons for non-renewal.
  3. The Board will provide to the notified employee the statement of reasons within fifteen (15) days from the receipt of her request.
- B. Resignation
  1. An employee who is resigning from her position shall give the normal two (2) weeks notice.
  2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
  3. If the full two (2) weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.
- C. Notification of Contract and Salary  
Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.

D. Assigned Duties

1. At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description.
2. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location, except in the event of an emergency unless it is the employees primary work responsibility.

**ARTICLE C8. VOLUNTARY TRANSFERS AND REASSIGNMENT**

A. No later than May 15 of each school year, the Superintendent shall deliver to the Association a list of the known vacancies that shall occur during the following school year.

B. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which they desire to be transferred, in order of preference. Such requests for transfer and reassignments for the following year shall be submitted no later than June 1.

C. No later than June 15, the Superintendent shall advise each transferred employee and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred.

D. The substantive decision concerning transfers and reassignments is within the exclusive authority of the Board and such determinations shall not be subject to the grievance and provisions of this Agreement.

**ARTICLE C9. INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Absent disciplinary action by the Board, the involuntary transfer or reassignment of an employee shall not involve a reduction in job classification or compensation.

B. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practical. Except in cases of emergency, notification for reassignment in the upcoming school year shall be given by June 1 and during the school year, two (2) weeks before the actual transfer.

C. An employee may, within five (5) days from receipt of the notification of involuntary transfer or reassignment, request a meeting with the Superintendent to discuss the concerns. The Superintendent shall schedule a meeting with the employee within ten (10) days from receipt of the request. At their option, the employee may have an Association representative present at such meeting.

D. The substantive decision concerning involuntary transfers and reassignments is within the exclusive authority of the Board and such determination shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE C10. VACANCIES**

A. Notice of vacancies shall be forwarded to the Association president and posted for five school days in the main office of all buildings.

B. Employees of the Association may forward their application in writing to the Superintendent.

C. When school is not in session, notices of vacancies will be emailed to the Association president.

D. All vacancies shall be posted internally for five (5) school days, before external advertising.

**ARTICLE C11. SENIORITY AND JOB SECURITY**

A. Any new employee hired shall be considered to be within their probationary period for the first sixty (60) days of employment. During that sixty (60) day period of time, the Board shall review the performance of the employee in order to determine whether or not she should be permanently employed. A decision to dismiss an employee during the probationary period shall be absolute and not subject to the grievance and arbitration provisions of this Agreement. After completion of the probationary period, no employee covered by this article shall be discharged or disciplined except for just cause.

- B. Seniority in job classification only shall be accrued from the last date of hire. Reductions in the size of staff shall be accomplished by reducing the force in reverse order in which they were hired.
- C. Employees who have been laid off shall remain on a preferential hiring list for a period of one (1) year. During the one-year period, an employee shall be entitled to first refusal rights on any opening within the job classification that may occur.
- D. All personnel hired before July 1, 1997 who are full time will remain full time.

#### **ARTICLE C12. MISCELLANEOUS PROVISIONS**

- A. The Board shall provide a pool of \$2000 per year to reimburse employees who complete course(s) pertaining to their position. Course(s) must receive prior approval of the Superintendent. Payment shall be on June 30. If claims exceed \$2000 they will be prorated. A provision for a 100% pay back to the Board by any employee that leaves within the year the class was completed within 60 days from resignation.
- B. The Board shall provide a pool of \$750 per year for all expenses incurred for Professional Days approved by the Superintendent.

(The Board and the Association agree that the Business Office Positions (Administrative Assistant, Payroll, and Accounts Payable) and Superintendent's Office Position (Administrative Assistant) will not be part of the Association.)

#### **GROUP D: GENERAL AIDES, INSTRUCTIONAL AIDES, AND SPECIAL EDUCATION AIDES**

##### **ARTICLE D1. TUITION REFUND**

- A. The Board agrees to pay a tuition refund to teacher aides hired on or before June 30, 2003 under the "No Child Left Behind" Mandate, in accordance with provisions set forth in the Professional Development and Educational Improvement Article of this contract.
- B. The Board shall provide a pool of \$2000 per year to reimburse employees who complete course(s) pertaining to their position. Course(s) must receive prior approval of the Superintendent. Payment shall be on June 30. If claims exceed \$2000 they will be prorated. A provision for a 100% pay back to the Board by any employee that leaves within the year the class was completed within 60 days from resignation.
- C. The Board shall provide a pool of \$750 per year for all expenses incurred for Professional Days approved by the Superintendent.

##### **ARTICLE D2.**

- A. Each ten (10) month employee shall receive their final pay and the pay schedule for the following year on their last working day in June or July.
- B. Employees shall be paid on the 15th and 30th of each month of their contract year. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay on the last previous working day.



**EXHIBIT A – TEACHERS**

<b>TEACHERS</b>					
<b>2021-2022</b>		<b>2022-2023</b>		<b>2023-2024</b>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	\$52,000	1	\$52,000	1	\$54,000
2	\$53,000	2	\$53,000	2	\$55,000
3	\$54,500	3	\$55,000	3	\$56,000
4	\$56,000	4	\$56,500	4	\$57,500
5	\$57,500	5	\$57,500	5	\$59,000
6	\$59,160	6	\$59,500	6	\$60,500
7	\$61,400	7	\$61,500	7	\$62,250
8	\$63,500	8	\$63,500	8	\$64,200
9	\$65,000	9	\$65,500	9	\$66,500
10	\$67,500	10	\$68,000	10	\$69,000
11	\$70,500	11	\$71,000	11	\$72,000
12	\$73,500	12	\$74,500	12	\$75,500
13	\$78,000	13	\$78,500	13	\$79,500
14	\$82,000	14	\$83,000	14	\$83,500
15	\$86,000	15	\$87,000	15	\$87,500
16	\$90,000	16	\$91,000	16	\$91,500

<b>BA + 30</b>	\$1,800
<b>MA</b>	\$3,400
<b>MA + 30</b>	\$4,000
<b>LONG</b>	\$4,000

**NOTE:** All current teachers will receive increment all three years of the contract.

**EXHIBIT B – MAINTENANCE**

<b>MAINTENANCE</b>					
<b>2021-2022</b>		<b>2022-2023</b>		<b>2023-2024</b>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	\$40,333	1	\$40,500	1	\$40,500
2	\$42,000	2	\$41,000	2	\$41,000
3	\$43,500	3	\$43,000	3	\$42,000
4	\$44,750	4	\$46,580	4	\$44,000
5	\$45,000	5	\$47,500	5	\$48,200
6	\$46,500	6	\$48,500	6	\$49,500
7	\$48,500	7	\$50,500	7	\$51,500
8	\$50,500	8	\$52,500	8	\$53,500
9	\$52,500	9	\$55,000	9	\$56,000
10	\$55,000	10	\$57,500	10	\$58,500
11	\$58,180	11	\$60,500	11	\$61,000
12	\$63,000	12	\$63,000	12	\$63,000
13	\$67,000	13	\$67,000	13	\$67,000

<b>CERT (Black Seal, Electrician, Plumbing, Pesticide Core &amp; 3b Turf, HVAC)</b>	\$600
<b>ADDITIONAL CERT (Pesticide, Refrigeration) *PAST HIRE, CURRENT*</b>	\$550
<b>ADDITIONAL CERT (Pesticide, Refrigeration)</b>	\$200

*\*Maximum cert payout: \$2,000*

<b>HEAD GR</b>	\$2,700
<b>ASST</b>	\$3,200
<b>LONG 5</b>	\$600
<b>LONG 10</b>	\$800
<b>LONG 15</b>	\$1,000
<b>LONG 20</b>	\$1,200

**NOTE:** All current maintenance employees will remain on their step for the first two years (2021-2022 & 2022-2023) and move increment in the third year (2023-2024).

**EXHIBIT B – CUSTODIAL**

<b>CUSTODIAL</b>					
<b>2021-2022</b>		<b>2022-2023</b>		<b>2023-2024</b>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	\$28,000	1	\$28,000	1	\$28,000
2	\$28,500	2	\$28,500	2	\$28,500
3	\$29,000	3	\$29,000	3	\$29,000
4	\$29,500	4	\$29,500	4	\$29,500
5	\$30,500	5	\$30,500	5	\$30,500
6	\$31,500	6	\$31,500	6	\$31,500
7	\$32,500	7	\$32,500	7	\$32,500
8	\$33,500	8	\$33,500	8	\$33,500
9	\$34,500	9	\$34,500	9	\$34,500
10	\$35,500	10	\$36,000	10	\$36,000
11	\$36,500	11	\$37,500	11	\$37,500
12	\$37,700	12	\$39,000	12	\$39,500
13	\$40,000	13	\$41,000	13	\$41,500
14	\$43,000	14	\$43,500	14	\$44,000
15	\$45,500	15	\$46,000	15	\$47,000
16	\$48,610	16	\$49,200	16	\$50,000

<b>CERT (Black Seal, Electrician, Plumbing, Pesticide Core &amp; 3b Turf, HVAC)</b>	\$600
<b>ADDITIONAL CERT (Pesticide, Refrigeration) *PAST HIRE, CURRENT*</b>	\$550
<b>ADDITIONAL CERT (Pesticide, Refrigeration)</b>	\$200

*\*Maximum cert payout: \$2,000*

<b>LEAD</b>	\$4,000
<b>LONG 5</b>	\$600
<b>LONG 10</b>	\$800
<b>LONG 15</b>	\$1,000
<b>LONG 20</b>	\$1,200

**NOTE:** All current custodial employees will receive increment all three years of the contract.

**EXHIBIT C – SECRETERIAL**

<b>SECRETARIES</b>								
<b>2021-2022</b>			<b>2022-2023</b>			<b>2023-2024</b>		
<b>Step</b>	<b>Salary-12</b>	<b>Salary-10</b>	<b>Step</b>	<b>Salary-12</b>	<b>Salary-10</b>	<b>Step</b>	<b>Salary-12</b>	<b>Salary-10</b>
1	\$39,000	\$32,500	1	\$39,900	\$33,250	1	\$43,810	\$36,508
2	\$40,000	\$33,333	2	\$40,900	\$34,083	2	\$44,410	\$37,008
3	\$41,000	\$34,167	3	\$41,900	\$34,917	3	\$45,110	\$37,592
4	\$42,000	\$35,000	4	\$42,900	\$35,750	4	\$45,910	\$38,258
5	\$43,000	\$35,833	5	\$43,900	\$36,583	5	\$46,810	\$39,008
6	\$44,500	\$37,083	6	\$45,400	\$37,833	6	\$47,810	\$39,842
7	\$46,000	\$38,333	7	\$46,900	\$39,083	7	\$48,910	\$40,758
8	\$47,500	\$39,583	8	\$48,400	\$40,333	8	\$50,110	\$41,758
9	\$49,000	\$40,833	9	\$49,900	\$41,583	9	\$51,410	\$42,842
10	\$50,500	\$42,083	10	\$51,400	\$42,833	10	\$52,810	\$44,008
11	\$52,000	\$43,333	11	\$52,900	\$44,083	11	\$54,310	\$45,258
12	\$53,500	\$44,583	12	\$54,400	\$45,333	12	\$55,910	\$46,592
13	\$55,000	\$45,833	13	\$55,900	\$46,583	13	\$57,610	\$48,008
14	\$57,000	\$47,500	14	\$57,900	\$48,250	14	\$59,410	\$49,508
15	\$59,000	\$49,167	15	\$59,900	\$49,917	15	\$61,310	\$51,092
16	\$61,898	\$51,582	16	\$62,905	\$52,421	16	\$63,315	\$52,763

<b>LONG 10</b>	\$500
<b>LONG 15</b>	\$600
<b>LONG 20</b>	\$1,000

**NOTE:** All current secretarial employees will receive increment all three years of the contract.

**EXHIBIT D – AIDES**

<b>AIDES</b>								
<b>2021-2022</b>			<b>2022-2023</b>			<b>2023-2024</b>		
<b>Step</b>	<b>Salary</b>	<b>Hourly</b>	<b>Step</b>	<b>Salary</b>	<b>Hourly</b>	<b>Step</b>	<b>Salary</b>	<b>Hourly</b>
1	\$16,500	\$14.06	1	\$16,500	\$14.06	1	\$16,500	\$14.06
2	\$17,000	\$14.49	2	\$17,000	\$14.49	2	\$17,000	\$14.49
3	\$17,500	\$14.91	3	\$17,500	\$14.91	3	\$17,500	\$14.91
4	\$18,000	\$15.34	4	\$18,000	\$15.34	4	\$18,000	\$15.34
5	\$18,500	\$15.76	5	\$18,500	\$15.76	5	\$18,500	\$15.76
6	\$19,500	\$16.62	6	\$19,200	\$16.36	6	\$19,000	\$16.19
7	\$20,500	\$17.47	7	\$20,200	\$17.21	7	\$20,000	\$17.04
8	\$21,500	\$18.32	8	\$21,200	\$18.06	8	\$21,000	\$17.89
9	\$22,750	\$19.38	9	\$22,400	\$19.09	9	\$22,000	\$18.75
10	\$24,000	\$20.45	10	\$23,600	\$20.11	10	\$23,300	\$19.85
11	\$25,250	\$21.51	11	\$24,800	\$21.13	11	\$24,500	\$20.88
12	\$26,700	\$22.75	12	\$26,050	\$22.20	12	\$25,900	\$22.07
13	\$27,900	\$23.77	13	\$27,700	\$23.60	13	\$27,500	\$23.43
14	\$29,000	\$24.71	14	\$29,000	\$24.71	14	\$28,700	\$24.45
15	\$30,000	\$25.56	15	\$30,000	\$25.56	15	\$30,000	\$25.56
16	\$31,000	\$26.41	16	\$31,000	\$26.41	16	\$31,000	\$26.41
17	\$32,000	\$27.27	17	\$32,150	\$27.39	17	\$32,300	\$27.52

<b>60 CRED</b>	\$250	\$0.21/hr
<b>BA</b>	\$550	\$0.47/hr
<b>LONG 15</b>	\$900	\$0.77/hr

**NOTE:** All current aides will receive increment all three years of the contract.

**EXHIBIT E – EXTRA CURRICULAR ATHLETICS**

<b>Tier 1</b>	<b>#</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
Football Varsity	1	9033	9043	9053
Football Assistant	4	6018	6028	6038

<b>Tier 2</b>	<b>#</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
Boys Basketball Varsity	1	8054	8064	8074
Girls Basketball Varsity	1	8054	8064	8074
Wrestling Varsity	1	8054	8064	8074
Boys Basketball Assistant	1	5400	5410	5420
Girls Basketball Assistant	1	5400	5410	5420
Wrestling Assistant	3	5400	5410	5420

<b>Tier 3</b>	<b>#</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
Baseball Varsity	1	7669	7679	7689
Softball Varsity	1	7669	7679	7689
Boys Track Varsity	1	7669	7679	7689
Girls Track Varsity	1	7669	7679	7689
Boys Soccer Varsity	1	6970	7110	7250
Girls Soccer Varsity	1	6970	7110	7250
Field Hockey Varsity	1	6970	7110	7250
Swimming Varsity	1	7199	7224	7250
Baseball Assistant	2	5071	5081	5091
Softball Assistant	2	5071	5081	5091
Boys Track Assistant	2	5071	5081	5091
Girls Track Assistant	2	5071	5081	5091
Boys Soccer Assistant	2	4569	4644	4719
Girls Soccer Assistant	2	4569	4644	4719
Field Hockey Assistant	1	4569	4644	4719
Swimming Assistant	1	4393	4478	4568

Tier 4	#	2021-2022	2022-2023	2023-2024
Boys Tennis Varsity	1	6095	6105	6115
Girls Tennis Varsity	1	6095	6105	6115
Boys Cross Country Varsity	1	5311	5326	5341
Girls Cross Country Varsity	1	5311	5326	5341
Winter Track Varsity	1	5923	6003	6083
Golf Varsity	1	5520	5530	5540
Boys Tennis Assistant	1	4015	4025	4035
Girls Tennis Assistant	1	4015	4025	4035
Winter Track Assistant	1	3835	3910	3985
Golf Assistant	1	3540	3550	3560

Other	#	2021-2022	2022-2023	2023-2024
Cheerleading Varsity (Fall)	1	4072	4082	4092
Cheerleading Varsity (Winter)	1	4258	4268	4278
Cheerleading Assistant (Fall)	1	3017	3027	3037
Cheerleading Assistant (Winter)	1	3085	3095	3105
Athletic Trainer - Fall	1	6388	6398	6408
Athletic Trainer - Winter	1	7606	7616	7626
Athletic Trainer - Spring	1	5293	5318	5343
Assistant Athletic Trainer - (Winter)	1	2461	2461	2461
Assistant Athletic Director	1	10063	10068	10073
Weight Room	4	2438.5	2441	2443.5
Flag Football	1	1177	1182	1187
Field Hockey - Elementary	1	1496	1496	1496

Freshman	#	2021-2022	2022-2023	2023-2024
Football	1	2898	2903	2908
Boys Basketball	1	2716	2721	2726
Girls Basketball	1	2716	2721	2726
Baseball	1	2544	2549	2554
Softball	1	2544	2549	2554
Field Hockey	1	2090	2090	2090

Middle School	#	2021-2022	2022-2023	2023-2024
Field Hockey	1	3531	3541	3551
Boys Soccer	1	1950	2000	2050
Girls Soccer	1	1950	2000	2050
Tennis	1	1850	1855	1860
Track	1	2753	2833	2913
Track Assistant	1	1330	1415	1500
Cross Country	1	2618	2628	2638
Boys Basketball	1	4237	4247	4257
Girls Basketball	1	4237	4247	4257
Wrestling	1	5385	5385	5385



**EXHIBIT E – EXTRA CURRICULAR ACTIVITIES (SECONDARY)**

<u>Position</u>	<u>Number</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
7, 8, 9, 10 Grade Advisor	4	1637.55	1647.43	1657.43
11th Grade Advisor	1	2217.55	2227.43	2237.43
12th Grade Advisor	1	4181.55	4191.43	4201.43
Interact	1	1428.55	1438.43	1448.43
S.T.A.R.S.	1	1428.55	1438.43	1448.43
Academic Challenge	1	1814.55	1824.43	1834.43
Chess Club	1	1464.55	1474.43	1484.43
Choral Activities	1	4066.55	4076.43	4086.43
Choral Ensemble	1	1188.55	1198.43	1208.43
Instrumental Band	1	4066.55	4076.43	4086.43
Jazz Band	1	1549.55	1559.43	1569.43
Summer Band	1	1549.55	1559.43	1569.43
Marching Band	1	6327.55	6337.43	6347.43
Asst. Band/March	1	3588.55	3598.43	3608.43
Asst. Band/Front	1	2988.55	2998.43	3008.43
One Act Plays	2	1549.55	1559.43	1569.43
EMS	1	5812.55	5822.43	5832.43
Environmental Club	1	1349.55	1359.43	1369.43
NHS	1	2028.55	2038.43	2048.43
Parrot	1	2906.55	2916.43	2926.43
Published Mind	1	1276.55	1286.43	1296.43
NJHS	1	1472.55	1482.43	1492.43
Student Council	1	3858.55	3868.43	3878.43
Yearbook Editor	1	5867.55	5877.43	5887.43
Yearbook Business	1	3193.55	3203.43	3213.43
Middle School Yearbook	1	1600	1600	1600
Play Director/Producer	2	3347.55	3357.43	3362.43
Senior High Graduation	1	1428.55	1438.43	1448.43
Junior High Graduation	1	589.55	599.43	609.43
I & RS Team	9	1331.55	1341.43	1351.43
Instructional Council	14	1953.55	1963.43	1973.43
Stock Room	1	3193.55	3203.43	3213.43
Peer to Peer	2	819.55	829.43	839.43
Zero Period Coverage	2	2569.55	2579.43	2589.43
Detention	1	\$25 hr	\$25 hr	\$25 hr
Saturday Detention	1	\$25 hr	\$25 hr	\$25 hr
Percussion Ensemble	1	2069.55	2079.43	2089.43
World Language Club	2	1400	1400	1400

**EXHIBIT E – EXTRA CURRICULAR ACTIVITIES (ELEMENTARY)**

<u>Position</u>	<u>Number</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Safety Patrol (Head)	2	3165.55	3175.43	3185.43
Safety Patrol (Assistant)	2	1563.55	1573.43	1583.43
Student Council	1	1563.55	1573.43	1583.43
Detention	1	\$25 hr	\$25 hr	\$25 hr
Detention	1	\$25 hr	\$25 hr	\$25 hr
Instrumental Music	1	2669.55	2679.43	2689.43
Choral Music	1	3163.55	3173.43	3183.43
School Newspaper	1	1322.55	1332.43	1342.43
I & RS Team	13	1331.55	1341.43	1351.43
Website Manager (MAS)	1	2070.55	2080.43	2090.43
Website Manager (HAS)	1	2070.55	2080.43	2090.43
RTI Coordinator	2	2579.55	2589.43	2599.43
Book Club	1	1419.55	1429.43	1439.43
Art Club	1	1419.55	1429.43	1439.43
Student Enrichment Club	2	1266.55	1276.43	1286.43
Historical Theater Club	2	1050.55	1060.43	1070.43
Cognetics (Head)	1	423.55	433.43	443.43
Cognetics (Assistant)	1	298.55	308.43	318.43
Homework Club	6	\$40 hr	\$40 hr	\$40 hr
Family Writing Club	2	1270	1270	1270
Running Club	2	320	320	320
Dance Club	2	320	320	320
Yoga Club	2	320	320	320
Adventuring Club	1	400	400	400