

**AGREEMENT**

**between the**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**and the**

**SOUTH BRUNSWICK EDUCATION ASSOCIATION**

**July 1, 2018 to June 30, 2021**

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## **PREAMBLE**

This Agreement is entered into this first day of July 2018, by and between the Board of Education of the Township of South Brunswick, New Jersey, hereinafter called the "Board" and the South Brunswick Education Association, Inc., South Brunswick Township, New Jersey, hereinafter called the "Association."

## **RESOLUTIONS**

WHEREAS, the Board and the Association have negotiated in good faith in accordance with the New Jersey Employer-Employee Relations Act, Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974.

WHEREAS, the Board and the Association have reached agreement on items contained in this Agreement, be it RESOLVED, that it is hereby agreed as follows:

## **ARTICLE 1** **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel employed by the Board, whether under contract or not, on leave, or on a per diem basis as supplementary or home instructors, but excluding:

- Superintendent
- Assistant Superintendents
- Board Secretary/Business Administrator
- Directors
- Supervisors
- Principals
- Vice-Principals
- Assistant Principals
- Program and Assessment Coordinator
- Assistant to Principal for Student Activities and Athletics at High School
- Administrative Aides at Middle Schools, and High School
- Computer Development Specialist

- B. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the Trainer as set forth in Appendix 5.
- C. Unless otherwise indicated the term "teachers" used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the unit as defined in paragraph A. above.

- D. The term "employee(s)" shall refer only to bargaining unit members as defined in A. and B. above.
- E. References to males shall include females, and references to females shall include males.

**ARTICLE 2**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiation shall begin not later than the date set by the Public Employment Relations Commission (to be known hereinafter as "PERC"). Any agreement so negotiated shall apply to all teachers. It shall be reduced to writing, and subject to ratification by both parties, be signed by the Board and the Association, and be adopted by the Board.
- B. Neither party in the negotiations shall have any control over the selection of the negotiating representatives of the other party. Their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- C. Each party may have consultants present during negotiations. When mutually agreed upon, clerical assistance and consultants shall be contracted by both parties; in such case, the costs will be shared equally by the Association and the Board.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 3**  
**RIGHTS OF THE BOARD**

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State Law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
  - 1. to hire, promote, transfer, assign, and retain teachers in positions within the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees,

2. to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administration or supervisory organization of the district or for other good cause (N.J.S.A. 18A:28-9),
  3. to maintain the efficiency of the school district operations entrusted to them,
  4. to determine the means by which such operations are to be conducted, and
  5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

**ARTICLE 4**  
**RIGHTS OF THE TEACHERS**

- A. The South Brunswick Township Board of Education recognizes that teachers shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any teacher organization or to refrain from such activity.
- B. In the event that a teacher is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the teacher in his/her position of employment, or could affect terms and conditions of employment, then the teacher shall be given at least five (5) calendar days prior written notice, except during holiday periods (days would be counted before the holiday began and counting resumed when school resumes) stating the reasons for such meeting and shall be entitled to have a representative of his/her own choice present to advise him/her during such a meeting.
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. If a student's grade evaluation is changed, the person making such change shall initial the change. The teacher assigning the original grade shall be notified within ten (10) days of such change.

**ARTICLE 5**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees that the Association shall have access to all available information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance. The Board shall provide such data in a reasonably prompt manner. In most cases, this shall not exceed two (2) full workweeks from the date of the Association request.
- B. Grievance conferences, proceedings, and negotiations shall normally be scheduled at times other than regular school hours. However, when the Board or its representatives require or agree to the attendance of any employee to participate in any such activity during regular working hours, he/she shall suffer no loss in pay for such time spent.
- C. Association officers and committees may conduct Association business during school hours provided that this in no way interferes with the normal operation of the schools. School facilities may be used for Association meetings provided that prior approval is obtained from the building principal.
- D. The Association agrees to reimburse the school district for the actual cost of supplies used, if such were purchased by the school district.
- E. Association, state, and national representatives will first report to the principal and secure permission before visiting the school or meeting with individual teachers during school hours.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room. The Association shall also be assigned space on the central office bulletin board for posting material by prior approval of the principal. The location of Association bulletin boards in faculty lounges or teachers' dining rooms shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
- G. 1. The Board shall grant a leave of absence without pay to the President of the Association for the succeeding school year, providing a written request is made to the Superintendent of Schools no later than June 1st of the preceding school year.

2. a. Commencing September 1, 2018, the Association President, who is a high school teacher, shall teach only four (4) sections.
  - b. Commencing on the September 1st after his/her election, the workday schedule of the Association President, who is a middle school teacher, shall reflect the scheduling of an unassigned period either at the end of the normal workday or adjoining the teacher's lunch period.
  - c. Commencing on the September 1st after his/her election, the workday schedule of the Association President, who is an elementary school teacher, shall reflect scheduling of "specials" time either at the end of the normal workday or adjoining the teacher's lunch period.
3. The Association President will be granted five (5) paid leave days per year for Association business with one (1) week's advance notice to the Superintendent. Said days may be taken in half-day (½-day) increments.
  4. Immediately following the district meeting on the opening day for staff, a minimum of 45 (forty-five) minutes shall be granted to the Association for a general membership meeting. This Association meeting time shall in no way be considered to be compensatory time or "give-back time" for teachers in lieu of completing mandatory staff training or development outside of the normal workday.
- H. The Association shall be informed in writing of the dates, times, and places of orientation and/or first faculty meetings in each school. This notice shall be provided to the Association prior to August 15th each year.
  - I. Required permission or approval as stated in this Article shall not be unreasonably withheld by any administrator or representative of the Board.
  - J. The rights and privileges of the Association and its representatives as set forth in this Article shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organization.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

A. Definition

A "grievance" is a claim by a teacher, a group of teachers, or the Association based upon the interpretation, application, or violation of policies, agreements, and administrative decisions affecting a teacher, group of teachers, or the Association.

B. Purpose

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible level. Both parties agree that these proceedings will be kept confidential except where otherwise stated in this agreement.

C. Rights of the Aggrieved

Any individual teacher represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. Any grievant may represent himself/herself through Step 3 of this procedure. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. The administration shall notify the Association of the date and time of the meeting. Only the Association may process grievances through arbitration.

D. Grievance Notification

The Association shall be notified in advance of any grievance meeting that involves a teacher who has chosen to be represented by the Association in that grievance.

E. Procedure

1. Conditions

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any level of the procedure.
- b. During and notwithstanding the pendency of any grievance, teachers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- c. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

- d. A grievance of a decision, interpretation, policy, or agreement, which is not within the prerogatives of the administration of the aggrieved teacher's school building, may be initiated at Level Two. A copy of the grievance shall, however, be given to the principal or appropriate administrative agent of the aggrieved teacher's school building before the grievance is initiated.
- e. In the event that the grievance is filed near the end of the school year, and the time limits extend beyond the school year, the number of days specified at various levels shall be changed so that:

3 workdays become 5 calendar days  
5 workdays become 7 calendar days  
10 workdays become 14 calendar days

with the following exception: if the principal or appropriate administrative agent or Superintendent is on vacation when the grievance rises to his/her level, the time schedule shall begin with his/her return unless he/she has designated another administrator to proceed with the grievance.

## 2. Level One

- a. A teacher with a grievance shall first discuss it with his/her building principal or appropriate administrative agent within thirty (30) calendar days of its occurrence. The teacher shall state at the outset that he/she is initiating Level One of the Grievance Procedure.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) workdays, he/she shall set forth his/her grievance in writing to the principal or appropriate administrative agent specifying:
  - (1) the nature of the grievance;
  - (2) the nature and extent of injury, loss or inconvenience;
  - (3) the result of previous discussion;
  - (4) his/her dissatisfaction with the decision previously rendered, and
  - (5) the remedy sought.
- c. The principal or appropriate administrative agent shall communicate his/her decision to the teacher in writing within five (5) workdays of receipt of the written grievance.

- d. A copy of every grievance, written statement of its resolution, and relevant supporting documents shall be forwarded to the Superintendent of Schools by the building principal or appropriate administrative agent.

3. Level Two

No later than five (5) workdays after receipt of the decision, the teacher may appeal the principal's or appropriate administrative agent's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and must state the grievance submitted to the principal as previously specified above and the teacher's dissatisfaction with the principal's decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays. The Superintendent shall communicate his/her decision in writing to the teacher and the principal.

4. Level Three

If the grievance is not resolved to the teacher's satisfaction, he/she may request a review by the Board of Education. This request must be submitted no later than five (5) workdays after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance, and shall, at the option of the Board, hold a hearing with the teacher and shall render a decision in writing within 30 (thirty) workdays of receipt of the grievance by the Board.

5. Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the teacher and the teacher wishes review by an arbitrator, he/she shall so notify the Board through the Superintendent within ten (10) workdays of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

- (1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either:

- (a) beyond the scope of Board authority or
- (b) limited to action by the Board alone.

- (2) A complaint of a non-tenured teacher which arises by reason of his/her not being re-employed.
  - (3) A complaint of a teacher in a non-tenured position which is made solely by reason of his/her not being employed, reemployed, retained, or continued in his/her position.
- b. The following procedure will be used to secure the services of an arbitrator:
- (1) A request will be made by the Association within seven (7) workdays of the notification of the Superintendent to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (2) If the parties are unable to determine, within ten (10) workdays of the initial request for arbitration, a mutually satisfactory arbitrator from the submitted list, PERC may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days after the close of hearing.
- d. The arbitrator's fee shall be shared equally by the Board and the Association.

## **ARTICLE 7** **EMPLOYMENT**

### A. Initial Placement On The Salary Guide At The Time Of Hire

Each teacher shall be placed on the salary guide as follows:

1. Full teaching experience credit on the salary guide may be granted for previous teaching experience, as long as said teaching experience has occurred within the prior ten (10) years. A returning employee shall be placed at or above the step of the salary guide he/she was on when the resignation was tendered, unless waived by the individual.

2. Other kinds of experience credit may be substituted for teaching experience credit at the discretion of the Superintendent, giving total credit up to the top of the guide.
  3. A maximum of four (4) years of military service may be granted in lieu of teaching experience. Each year of military service shall be the equivalent of a calendar year.
  4. The total maximum credit under 1., 2., and 3. above shall be up to the last step on the guide.
- B. On or before the date prescribed by law, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30th notice of his/her employment status for the next year. That notice will be sent to the teacher through the mail and at the address designated as his/her home. The notice will be either:
1. A written offer of a contract for the next year, or
  2. notice that such employment shall not be offered.
- C. Teachers denied an increment shall be notified in writing and through the mail to their home.
- D. Paychecks
1. Payroll will be issued semi-monthly.
    - a. All employees shall be paid through a direct deposit system under rules established by the Administration.
    - b. All direct deposits will be of the entire paycheck. There shall be no partial direct deposits.
    - c. The Board shall have no responsibility for receiving bank rules regarding access to deposited funds.
  2. Coaches shall be paid in two (2) equal payments on the following schedule:
    - Fall Sports - September 30 and November 15
    - Winter Sports - January 15 and the last day of February
    - Spring Sports - April 15 and May 30
- E. For every teacher who requests it, the Board shall deduct a sum determined by the individual teacher, in ten (10) equal payments over the school year. Said

monies shall be remitted to the bank designated by the Association in two (2) equal installments by the 15th and the 30th of each month. The Board has no liability and/or responsibility to any person, corporation, or association for any failure, error, omission, mistake, or loss after making said deduction and subsequent payment to the designated bank. Before any deduction is made, written authorization shall be submitted on behalf of every teacher affected, on forms approved by the Board and the Association. The filing of a notice of revocation of said authorization with the Secretary of the Board shall not be effective until January 1st or July 1st next succeeding the date on which the notice of withdrawal is filed. Authorization for deduction received after August 1st will commence with the third (3rd) pay period following said authorization. (See Article 30 for Agency Fee agreement.)

## **ARTICLE 8** **WORK YEAR**

### A. Procedure for Establishing Calendar

A committee of five (5) (three [3] members chosen by the South Brunswick Education Association and two [2] members chosen by the South Brunswick School Administrators Association) will recommend a school calendar for the upcoming school year. One person from the Central Office Administration shall meet with the committee as a non-voting consultant. The first meeting will be set by the Superintendent before March 1st. By the first Monday of April, the committee will report its recommendations to the Superintendent of Schools for approval. Any change in the recommendations will be discussed with the committee by the Superintendent before adoption by the Board of Education. The school calendar will be adopted no later than the first regular Board meeting in May.

### B. Length of Work Year

1. a. Teachers employed on a ten-month (10-month) contract shall be required to work a maximum of 186 (one hundred eighty six) days between September 1st and June 30th of the appropriate school year.
- b. Teachers newly employed may be required to work four (4) orientation/professional development days prior to the opening of school. These teachers shall receive written notice at the time of hire, or by June 30th, whichever is later, as to when these days will occur. The Association will be notified in writing of the scheduling of these days.

- c. Second-year (2nd-year) teachers may be required to attend two (2) orientation/professional development days prior to the arrival of the balance of the teaching staff. Third-year (3rd-year) teachers may be required to attend one (1) orientation/professional development day prior to the arrival of the balance of the teaching staff. All such days shall not be student contact days.
2. Teachers employed on a 12-month (twelve-month) contractual basis shall be required to work a minimum of 226 (two hundred twenty-six) days and shall be entitled to a one (1) month vacation and all legal holidays which occur when school is closed plus one (1) additional day during each of the winter and spring breaks. All vacations shall be arranged in accordance with the best interests of the school system.

**ARTICLE 9**  
**NON-TEACHING DUTIES**

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- B. The procedure to implement the following process shall be determined by the principal and staff of each building and implemented on September 1, 1979.
  1. All teachers at the High School shall aid in the supervision of the cafeteria during lunches on a rotating basis. No teacher shall work more than five (5) thirty-minute (30-minute) lunch periods per year. The time spent on this duty shall be included in the time spent on non-teaching duties on that day.
  2. Teachers at middle schools, on a rotating basis, will aid with the loading and unloading of school buses. This supervision will take place during the 15 (fifteen) minutes prior to the beginning of school and the 15 (fifteen) minutes at the close of the school day.
  3. Elementary teachers shall be assigned on a rotating basis, as needed by the building principal, to assist in the supervision of students entering the building during the 15-minute (fifteen-minute) period prior to the beginning and/or after the student school day.

**ARTICLE 10**  
**ASSIGNMENT**

- A. Insofar as possible, all teachers who are employed at the beginning of the school year shall be given written notice of their class and/or subject assignments,

building assignments, and room assignments for the forthcoming academic year not later than August 1st for the high school and middle schools and not later than June 15th for the elementary schools.

- B. The Superintendent of Schools shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher except for good cause. The Superintendent shall give notice of these assignments to new teachers as soon as practicable and except in case of emergency, not later than August 1st.
  
- C. In the event that changes in subject assignments, grade-level assignments, or building assignments are proposed, the Association, and any teacher affected, shall be notified promptly in writing and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent and/or building principal and the teacher affected, and, at his/her option, a representative of the Association. In the event of any disagreement as to such changes, at the request of the teacher, a meeting will be held with the Superintendent of Schools. The decision of the Superintendent, however, shall be final and not subject to the grievance procedure.
  
- D.
  1. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
  
  2. Teachers whose duties require them to work in more than one (1) location within the school district shall be reimbursed for extra travel due to this assignment. The reimbursement rate shall be that rate established by the State and/or Department of Education for school districts. No travel allocation shall be made between home and school.
  
  3. Travel time for teachers who are assigned to more than one (1) school shall be exclusive of lunch and preparation time and shall be subject to the following guidelines:

<b>School Location Assignment</b>	<b>Time for Travel</b>
All East of Route One	20 minutes
All West of Route One	20 minutes
Crossing over Route One	35 minutes

- E. The Board will form, to the extent possible, a list of substitutes for teachers, classroom specialists and nurses. Names of substitutes approved by the Board

will be added to the list within seven (7) days of the Board meeting and will be forwarded to the S.B.E.A. President.

F. Mentoring

1. No more than two (2) teachers shall act as mentors to a provisional teacher.
2. First-time mentors shall be provided with two (2) hours of training prior to commencing their mentoring duties and one (1) additional hour of training prior to December 1st. These mentors shall be paid for each hour of training at the rate set forth in Article 24, B.
3. Mentor teachers should be selected first from among qualified tenured volunteer staff members.

G. When a music teacher is assigned to a full teaching schedule during the regular school day and also agrees to teach a music session in the period before or after the normal school day, such teacher shall be paid for each music session at the hourly rate of \$42.50 in 2018-2019, \$42.50 in 2019-2020, and \$42.50 in 2020-2021. The before and/or after school sessions and their compensation shall not be used to limit or modify the full-time status of a teacher for the normal school hours.

**ARTICLE 11**  
**VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A.
1. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 1st. Such a request shall include the school or schools to which he/she desires to be transferred in order of preference. As soon as practicable and no later than June 15th, the Superintendent shall notify the teacher requesting such transfer and the Association of the transfer if it is made.
  2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire(s) with the principal not later than April 1st. Such a request shall include the grade(s) and/or subject(s) to which the teacher desires to be assigned in order of preference.
- B. In the event that a transfer or reassignment is denied, the teacher may request a meeting with the principal or principals concerned to discuss reasons for the denial, and may appeal the decision to the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure.

**ARTICLE 12**  
**INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. In those cases where vacancies as defined in Article 13 can be filled by means of voluntary transfer, requests of qualified teachers for a voluntary building transfer, grade or subject reassignment shall be given consideration before an involuntary transfer is made.
  
- B. Notice of an involuntary building transfer, grade or subject reassignment shall be given in writing to teachers as soon as practicable and, except in cases of emergency, not later than the second (2nd) Wednesday in June. After the meeting with the Superintendent, if the teacher is dissatisfied with the decision, he/she may indicate in writing that the transfer is involuntary. Backup materials that go to the Board of Education shall contain a copy of this signed statement. The Association shall also be given a list of the teachers who have signed such a statement.
  
- C.
  - 1. In those cases where involuntary transfer is being made under A. above, the building principal shall meet with the teacher affected and inform him/her of the transfer or reassignment. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may at his/her option have an Association representative with him/her at such meeting. After the meeting with the Superintendent, if the teacher is dissatisfied with the decision, he/she shall indicate in writing that the transfer is involuntary. Backup materials that go to the Board of Education shall contain a copy of this signed statement. The Association shall also be given a list of the teachers who have signed such a statement.
  
  - 2. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the South Brunswick School District, length of service in that particular school building, the best interests of the school system, and other relevant factors will be considered in determining which teacher is to be transferred or reassigned.
  
- D. Upon request, a list of open positions in the school district shall be made available to teachers being involuntarily transferred. Consideration will be given to the teacher's choice among those positions that are vacant. The decision of the Superintendent, however, in the transfer or reassignment of personnel shall be final and not subject to the grievance procedure.

- E. Teachers shall be given a signed copy of their notice of transfer no later than the second (2nd) Wednesday in June of the school year preceding said transfer.
- F. Teachers who are transferred to a different building shall be compensated \$200.

**ARTICLE 13**  
**PROMOTIONS, POSTING AND VACANCIES**

- A. The word "vacancy" as used in this contract may be defined as:
  - 1. A new position.
  - 2. A position from which a teacher has resigned.
  - 3. A position from which a teacher has been relieved as a result of evaluations through the procedure in this contract.
  - 4. A position which is vacated due to transfer, leave, or promotion.
- B. All vacancies shall be posted on each staff bulletin board in accordance with the following procedure:
  - 1. When school is in session, a notice shall be posted in each school indicating the position that is vacant and the final dates for filing applications. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such specific vacancies must submit their applications in writing to the Superintendent within the time limit specified on the notice. The Superintendent shall acknowledge the receipt of the application in writing.
  - 2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session, shall submit their names to the Superintendent, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.
- C. The Superintendent of Schools shall forward to the Association a list of all vacancies as they occur.
- D. Every teacher who applies for a position, including one on the supervisory or administrative level, and who possesses the education, certification, and prior experience requirements for the position shall be given consideration in the appointment process. The Board agrees to consider the professional background and attainments of the applicants as well as other relevant factors. The decision of the Board on the filling of vacancies shall be final and shall not be subject to the grievance procedure.

- E. Notification of appointments made shall be given to all applicants and the Association.

**ARTICLE 14**  
**EVALUATION AND PERSONNEL FILES**

- A. Evaluations will be conducted in accordance with the TEACHNJ Act (N.J.A.C. 6A:10-4.2). All appraisals of the work performance of a teacher shall be conducted in-person and with full knowledge of the teacher. The following conditions are consistent with current law and are included to clarify the requirements:

- 1. **Pre-Conferences**

An observation pre-conference shall be conducted between the supervisor conducting the observation and the employee being evaluated. Administrators acknowledge that adjustments to any planned lesson may be necessary based upon lesson sequencing and the needs of the students.

The pre-conference, when required, shall occur within seven (7) workdays prior to the observation.

- 2. **Observations**

Required observations shall be scheduled at least once during each semester. Effort will be made to conduct observations of any individual teacher in a manner that provides at least two (2) weeks between the time one evaluation is completed, including the post-observation conference and submission of any response, and the subsequent observation or evaluation.

All teachers will be formally observed three times per year, unless such requirement has been waived by the district with NJDOE approval.

- 3. **Post-Conferences**

For the purpose of clarifying the definition of a post-conference, the Board and the Association mutually agree that the post-observation conference shall be considered complete after both the in-person meeting to discuss the evaluation and the submission of the finalized written evaluation to the evaluated employee have occurred.

A post-observation conference shall occur after each formal observation. The purpose of the conference is for the supervisor and teacher to discuss the lesson and clarify matters relevant to the observation. The post-observation conference shall occur, and the written observation report shall be electronically submitted, within 15 (workdays) workdays following the date of the observation.

If timelines are not met by the observer, the report may be deemed voided, and the teacher may request that a new observer conduct the observation.

Upon the administrator's electronic submission of the observation report, or the completion of the in-person post-observation conference (whichever is later), the teacher will have ten (10) workdays to write a response and electronically acknowledge the report.

#### **4. Summative Evaluations**

There shall be a summative evaluation conference prior to June 15th where each teacher shall receive a written summative evaluation report.

All teachers are required to complete a documentation log prior to the annual summative conference. Additionally, non-tenured teachers must submit a portfolio as set forth by the district. Required dates of submission for each will be established and released by September 15th each year.

Upon receipt, the teacher shall have five (5) workdays to review the report, add a written response, and electronically sign the summative evaluation report.

- B. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance. No document and/or other material shall be placed in the personnel file of such teacher after severance or otherwise in accordance with the procedure set forth in this Article.
- C. Any complaints regarding a teacher made to the administration by a parent, student, or other person that 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(s).
- D. 1. A teacher shall have the right upon request to review the contents of his/her personnel file, except those confidential records, such as: personal references, academic credentials, and other similar documents, shall not be open for review.

2. No material which negatively reflects upon a teacher's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to a statement on the file copy which indicates that he/she has "had an opportunity to review such material but by affixing his/her signature, he/she neither agrees nor disagrees with the contents." The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

**E. District Evaluation Advisory Committee / School Improvement Panel**

The District Evaluation Advisory Committee (DEAC) and the School Improvement Panels (ScIP) shall become permanent and will continue to meet and operate as per the TEACHNJ Act.

**ARTICLE 15**  
**TEACHING HOURS AND TEACHING LOAD**

- A.
  1. Teachers shall indicate their arrival by placing, upon arrival, a check mark in the appropriate column of the faculty "sign-in" roster. Teachers who leave prior to the end of the school day shall also, at the time of departure, indicate their departure with a check mark in the appropriate column of the faculty "sign-in" roster.
  2. The arrival and departure times of all teachers shall be dependent upon the school hours' schedule of the individual schools and the needs of the students.
  3. As professionals, teachers may be expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall normally be required to report 20 (twenty) minutes before the opening of the school day and shall be required to remain a reasonable time after the close of the school day. The foregoing is not intended to restrain or restrict the teacher from exercising his/her professional responsibility to assist students after school has been dismissed, when such help is needed or requested.
- B.
  1. The daily teaching load in the High School shall be a maximum of six (6) teaching periods or 300 (three hundred) minutes of pupil contact. Effective September 1, 2000, the maximum student day in the High School shall be no longer than six (6) hours, 55 (fifty-five) minutes. Teachers who teach a

sixth (6th) section for the full school year (as defined when a class requires grading, preparation, and parental contact) shall be paid \$1,000.

2. Effective September 1, 2000, the maximum student day at middle schools shall be no longer than six (6) hours, 55 (fifty-five) minutes.
3. Effective September 1, 2000, the maximum student day in the elementary schools shall be no longer than six (6) hours, 25 (twenty-five) minutes.
4. The daily teaching load in middle schools and the elementary schools shall be a maximum of five (5) hours and 15 (fifteen) minutes of pupil contact over any five-day (5-day), full-day school week with no day to exceed 325 (three hundred twenty-five) minutes (five [5] hours, 25 [twenty-five] minutes) of pupil contact. When the average five-day (5-day) contact time or the individual day pupil contact maximum is exceeded, the Board shall compensate the teacher at the rate set in Article 24, B. per hour for such time in excess of the pupil contact maximums.
5. A preparation period shall be defined as guaranteed, unassigned time.
  - a. Effective July 1, 2018, full-time elementary teachers shall receive one (1) preparation period per day. The length of the preparation period shall be no less than 35 (thirty-five) continuous minutes on a full day and adjusted accordingly on early release days or delayed opening days.
  - b. Effective July 1, 2013, full-time middle school teachers shall receive one (1) preparation period each day. The length of the preparation period shall be no less than 42 (forty-two) continuous minutes.
  - c. Effective July 1, 2013, full-time high school teachers shall receive one (1) preparation period each day. The length of the preparation period shall be no less than 44 (forty-four) continuous minutes.
  - d. If middle school and/or high school schedules are modified from the current configuration, items B.5.b. and B.5.c. above shall be reopened for negotiation.
  - e. Every effort will be made to provide teachers with a preparation period on state testing days, special assembly days, and early release / delayed opening days. Such preparation periods may not always be available on field trip days.
6. The additional time negotiated by the parties effective September 1, 2000, can be used for pupil contact, including instructional contact, up to the

time limits set forth in B.1., B.2., B.3 and B.4. above. "Contact time" is defined as beginning when the teacher is required to be in the classroom.

7. Content Area Chairpersons who coordinate a single area shall be assigned to four (4) teaching periods as defined in Section B.1.

Content Area Chairpersons who coordinate more than one (1) area shall be assigned to three (3) teaching periods as defined in Section B.1.

Content Area Chairpersons may be excused from regular study hall duties and homeroom assignments as deemed necessary by the Building Principal.

8. House Leaders/Deans and the Student Activities Coordinator at the High School shall be assigned no duty and no more than four (4) teaching classes. If the block schedule is in effect, the schedule will be no more than two (2) blocks a day.
9. Per diem and permanent substitutes are excluded from the limits set in B.1., B. 2., B. 3, and B. 4. above.

C. Teachers shall have a daily duty-free lunch period of at least 30 (thirty) minutes.

D. District faculty will reserve one (1) afternoon per week to attend meetings, which whenever possible will be Mondays. In a week when school is not in session on Monday, the meeting will be held on the next school day, except in cases of inclement weather. Notice of meetings that do not occur on a Monday will be provided at least one (1) month in advance (unless the Monday was originally scheduled and lost due to inclement weather, in which case at least 24-hours' [twenty-four hours'] notice will be provided following the change in the school calendar). (Meeting type examples: department, grade level, committee, full faculty, and district job-alikes.) Meetings shall be no longer than one (1) hour, except in instances that are deemed emergencies as defined in Section E of this article.

E. Written notice and the agenda for a faculty meeting shall be given at least 24 (twenty-four) hours prior to the meeting except in an emergency. An emergency shall be defined as any situation involving the health and welfare of students and/or professional staff. Teachers shall have the opportunity to add items to the agenda.

F. During each parent conference cycle, any teacher who has in-person parent conferences either before or after the regular workday shall not be required to remain in school beyond student dismissal if he/she has no conferences

scheduled during that afternoon. For all other teachers, the regular school workday shall be observed.

- G. Teachers who attend district training workshops at the written direction of the building administration that carry over or are held after normal school hours shall be compensated according to Article 24 B.
- H. When student loads warrant, teachers of senior internship for business classes shall be provided a preparation period in lieu of a duty period.
- I. The use of accrued compensatory time shall be mutually agreed upon between the unit member and his/her supervisor and must be used within the school year in which it is accrued. Approval for use of compensatory time shall not be unreasonably denied.
- J. Any teacher who is required to attend more than one (1) Back to School Night and is not compensated with an early release day shall receive payment at the rate set forth in Article 24, B.
- K. No teacher shall be assigned to more than one (1) job-alike group.

## **ARTICLE 16** **FACILITIES**

- A. To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board of Education will aim to provide facilities for teaching such as the following:

Storage space for material and supplies, desk, chair, and filing cabinet if appropriate to the position, chalk boards, bulletin boards, books, paper, pencils, pens, chalk, erasers, closet space for storage of personal articles, restrooms, and teacher lounge.

It is the intent of the Board to continue its efforts to keep the schools reasonably and properly equipped and maintained.

- B. Each school shall have an air-conditioned teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.
- C. Teachers who work in more than one (1) building on a regular basis shall be provided lockable, individual file space. Each traveling teacher shall be provided

with a scheduled space in the school for student instruction, which shall not be in a hallway.

## **ARTICLE 17**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Beginning no later than October 15th of each school year, the child study team and/or the resource room teacher shall share with all other staff members who are responsible for a student, the diagnosis, planning, implementation, and evaluation of the student's individualized educational program. Such educational plans shall follow state regulations.
- B. Members of professional staff are encouraged to attend and participate in professional organization meetings and conferences at a local, state, and national level that serve as a stimulus to professional interest and growth and affect general school improvement.
- C. The Superintendent may authorize absence of individual teachers for professional purposes with full pay and expenses not to exceed five (5) school days in any school year in addition to professional meetings scheduled on the school calendar.
- D. Reimbursement of Tuition and Textbook Costs

Tenured teachers who take graduate level courses directly related to the assignment of the teacher at the time the course is taken or in one of the following areas: reading, library science, special education, guidance, or computer science, shall be eligible to receive reimbursement for the costs associated with the enrollment according to the following provisions:

- 1. Maximum District Cost: \$110,000  
A per teacher limit of \$1,100 for each of two (2) courses

Graduate courses (in person, online, or hybrid) must be approved by the Superintendent of Schools prior to enrollment. The courses must be taken at an institution that is accredited as a duly authorized institution of higher learning. Courses must be part of a program that leads to a degree and not a professional development program.

- 2. Tuition reimbursement will be available only to tenured teachers.
- 3. Reimbursement shall be made for the first approved course up to the maximum per teacher per course limit set in D. 1. above. If there are insufficient funds for full reimbursement of the second course under the maximum district cost set in D. 1. above, the remaining monies shall be

divided equally among all teachers who have a second approved course, but in no case shall an individual's reimbursement be greater than the cost of the course.

4. Teacher requests for reimbursement shall be accepted for a two-week (2-week) period starting: July 1st, November 1st, and April 1st each year. All requests for course approval and tuition reimbursement must be made on the appropriate forms. These forms shall be available in the district staff portal and upon request from the Assistant Superintendent for Human Resources or equivalent position at the Board Office.
5. The Superintendent will notify applicants of approval/denial of requests for courses prior to registration. Confirmation of acceptance of reimbursement shall be provided within two (2) weeks of the close of each application submission period.
6. In order to be eligible for reimbursement, a grade of "B" or better must be earned, and the teacher must present the district with proof of enrollment, proof of payment, and proof of grade.
7. Grade verification must be supplied to the district no later than June 20th. Reimbursement shall be made by August 1st.
8. Teachers, with the exception of those on approved leaves of absence who do not return to the school district, shall not be reimbursed for courses taken in the prior year unless the teacher has been reduced in force.
9. The parties agree to study the workings of these provisions annually in order to perfect this system.
10. Effective July 1, 2006, a teacher who receives reimbursement under D. and who then leaves the district's employment, except in a retirement situation, a separation due to disability, or a reduction in force shall reimburse the district as follows:
  - a. 50 percent (fifty percent) of the reimbursed amount for the year prior to departure;
  - b. the application form for reimbursement shall contain an acknowledgement by the applying teacher that the provision of a. is in effect and that the teacher shall reimburse the district pursuant to it and that the above monies may be withheld from the last paycheck of the departing teacher.

- c. All returned monies shall be placed back into the tuition reimbursement pool.
- E. Teachers who complete the process for National Board for Professional Teaching Standard Certificate shall receive \$2,000 reimbursement for fees.
- F. An employee holding a NBPTSC shall receive an annual stipend of \$750 as long as the certification is current (must recertify per rules to maintain stipend). If the state makes an equal or greater payment for the NBPTSC, the district payment will not be made. If the State makes a payment less than \$750 annually, the district will make up the difference to \$750.
- G. Teachers whose district positions require continuing education credits (CEUs) to remain employed by the Board, that are not addressed through district professional development, shall be entitled to reimbursement up to \$200 annually for fees associated with their continuing education requirements. Such teachers may, through approval by the Superintendent or his/her designee, be granted flex time in lieu of attendance on district professional development days to attend workshops outside the district or outside of school hours.

**ARTICLE 18**  
**SICK LEAVE**

A. Sick Leave

- 1.
  - a. Teachers shall be granted ten (10) days of sick leave per year. Any unused sick leave shall be accumulative.
  - b. Bargaining unit members newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered as a full month.
  - c. By September 30th of each school year, the Board of Education shall notify each teacher, in writing, of the amount of his/her accumulated sick leave.
  - d. In calculating the period immediately before and after childbirth, each weekday (except July 4th and Labor Day) which occurs between the day when the teacher work year ends and the day when the new teacher work year begins counts as one of the “assumed disability” days of 20 (twenty) days before and 20 (twenty) days after childbirth for sick leave purposes.

- e. In the case of illness to the following family members: husband, wife, registered domestic partner, grandparent, aunt, uncle, child, parent, or other family member residing in the residence, the employee may use up to two (2) of their sick days for care of the aforementioned family member categories. In any given school year, the employee is limited to a maximum of two (2) days, and those days cannot be carried over.
2. Any teacher initially employed prior to July 1, 1987, shall be entitled to transfer a maximum of 25 (twenty-five) accumulated sick leave days to South Brunswick which shall be credited on the day tenure is earned. Teachers initially employed on or after July 1, 1987, shall not be eligible for this transfer.
3. Teachers who lose time due to an injury inflicted by a student or due to an injury suffered while quelling a disturbance shall not have lost time charged against accumulated sick leave.
4.
  - a. Any teacher, upon retirement from the district, who has completed 15 (fifteen) years of service in South Brunswick, will receive payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be for 50 percent (fifty percent) of the eligible days at the rate of \$100 effective July 1, 2011.
  - b. Upon the death of a teacher who has completed ten (10) years in the district, the payment for unused sick leave at the rate set under 4. a. above shall be paid to the estate of the deceased teacher.
5.
  - a. Any pregnant teacher will be deemed eligible to use accumulated sick leave 20 (twenty) working days prior to the expected date of birth or the date of birth (whichever date last occurs) and shall continue until 20 (twenty) working days after the birth.
  - b. If an employee shall file a certificate from her physician that she is disabled beyond the times stated above as a consequence of an abnormal pregnancy or birth, she shall be paid sick leave to the extent available for the period of time she is so disabled and is eligible for coverage of extended sick leave under the provisions of Article 18, B. The Board may require examination and statements from doctors of its own choosing.

## B. Sick Leave Bank

The purpose of the Sick Leave Bank is to enable an employee to draw, as needed, accrued sick leave days previously donated voluntarily by the members of the South Brunswick Education Association (SBEA) for the purpose of covering SBEA unit members with debilitating injuries or illnesses after they have exhausted all of their accumulated leave. Debilitating being defined as something that seriously affects someone's strength or ability to carry on with regular activities, mainly their job. The provisions of the Sick Leave Bank will be dictated by N.J.S.A 18A:30-10 and N.J.S.A 18A:30-11.

### 1. The Committee

- a. A committee will be formed consisting of six (6) people. The committee will consist of three BOE selected members. The other three members will be SBEA representatives. Potential members of the committee will come forward on a voluntary basis. If there are more volunteers than needed, then a vote of SBEA members will be done to elect committee members. Both the Board of Education and SBEA committee members will serve on the committee the duration of the contract. When a member of the Sick Leave Bank petitions for days, the committee will make a decision on granting days requested.
- b. The committee will meet up to three (3) times per school year to review procedures, update records, and produce a status report of all bank participants to the Association President and the Superintendent.
- c. The committee will meet on a timely basis to discuss sick leave requests.
- d. The committee will keep all sick bank requests and grants confidential, except as to process the request.
- e. If any committee member cannot serve for the duration of the contract, then new volunteers will be requested.

### 2. Member Eligibility

- a. Unit members will be eligible to enroll during the next open enrollment period after completing four (4) years of service. For the initial year of the Sick Leave Bank, a minimum initial donation of two (2) days is required during open enrollment, which will take place in **May of 2019 and become effective on June 1, 2019.**

- b. For subsequent years, open enrollment will be conducted September 1 through September 30 each year.
- c. To become an active member of the Sick Leave Bank, a member may only join during the yearly open enrollment period in September.
- d. Only active members of the Sick Leave Bank are eligible to draw from the bank.
- e. After initial donation, members will remain active unless they provide written documentation to the committee that they will no longer participate.
- f. If a member uses the Sick Leave Bank in any given school year, they are required to contribute one (1) day by September of the following school year.
- g. Members who are on a board-approved unpaid leave or Workers' Compensation are ineligible to draw from the bank.
- h. To remain an active member, if the Sick Leave Bank falls below 100 (one hundred) days, each member is required to contribute one (1) additional day in order to maintain the bank.
- i. Requests are only approved for the member's own debilitating injury or illness.
- j. Any SBEA member approved for normal retirement from TPAF or PERS may donate a maximum of 30 (thirty) unused sick days to the Sick Leave Bank.

### 3. Sick Leave Bank Administration Guidelines

- a. The committee may approve up to 30 (thirty) Sick Leave Bank days during any school year. The member may take these days consecutively, intermittently, or both.
- b. The year is defined as September 1 through June 30. Days granted but not used must be returned to the Sick Leave Bank immediately. If unused days are needed after returning to work for the same application, the committee will reassemble and may grant the days up to the maximum amount that were approved on the original application.
- c. Days that are donated to the Sick Leave Bank will not be returned to the donor.

4. Applying for Sick Leave Bank Days

- a. Before Sick Leave Bank days can be requested or granted from the bank, all paid leave days available to that employee must both be used and exhausted. These paid leave days include sick days, personal days, and family illness days. Available leave days for the applicant will be verified by the Superintendent's Office upon receipt of the application.
- b. In order for the committee to consider whether or not to grant Sick Leave Bank time to an employee, the employee or designee must first provide the following written information:
  1. A doctor's note or statement attesting to the employee's debilitating health condition or injury which disallows the employee from returning to work or that the employee is required to be absent from work due to a hospital confinement.
  2. An applicant must forward to the Superintendent's Office a completed "Application for the Use of Sick Bank Days" form and all supporting medical documentation. The information will be logged and organized for consideration by the committee.

5. Committee Review of Application

- a. The committee must meet to discuss any requests to grant Sick Leave Bank days.
- b. The following factors shall be considered by the committee when reviewing the application:
  1. Attendance History
  2. Previous requests and awards from the bank
  3. Estimated length of illness
  4. Reason why the request should be granted
  5. Total number of days in the bank for all members
  6. Any other meaningful factor for the committee to make a determination.
- c. If a member's request is denied, they may come before the committee one time to appeal the decision. At that time, the member may provide additional documentation to support their request.

- d. Once the committee meets and decides on an application, the applicant will be notified by the committee within three (3) school days.
- e. The South Brunswick Board of Education, the South Brunswick Education Association, and the individual members of the Sick Leave Bank Committee are indemnified of all decisions by the Sick Leave Bank Committee.

C. Disability Leave

1. Total Disability

"Total disability" shall mean a disability resulting from bodily injuries or disease, which wholly prevents the teacher from engaging in his/her regular occupation or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.

The teacher must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

2. Eligibility

- a. Extended total disability benefits shall be payable to teachers who work half-time or more than half-time who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any teacher who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c. Benefits shall also not be available to any teacher who submits his/her resignation in writing prior to start of his total disability.
- d. Benefits to a teacher whose services are to be terminated by specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided the teacher is totally disabled at that time.

- e. A recurrence of the same disability within 180 (one hundred eighty) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a. A teacher becomes eligible for payment only after using 100 percent (one hundred percent) of available accumulated sick leave days or waiting 30 (thirty) calendar days after the onset of the disability, whichever is longer.
- b. The amount of the monthly payments shall be determined in the following manner:
  - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the teacher is required to perform service, as provided in the annual contract.
  - (2) Ten-month (10-month) teachers (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
  - (3) Payments shall be made at the rate of 67 percent (sixty-seven percent) of teacher salary subject to the limitations of e. below, at the time disability began except that there shall be a \$3,200 monthly limit on payments to full-time employees under this Section. The monthly limit for eligible part-time employees shall be dollar limit in effect times the portion of a full-time position which the employee occupies (e.g.: \$3,200 times 1/2 = \$1,600 monthly limit for half-time teacher).
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a teacher by four (4). Benefits also shall be payable for a portion of a month. Benefits shall only be payable for a maximum of two (2) full school years (20 months).
- d. In no case shall benefits be payable concurrently with payments received by a teacher for retirement under any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of any Workers' Compensation payments and by disability payments under Social Security. The teacher shall be required to apply for such payments, if potentially eligible.

- f. Once disability eligibility begins under this Article and if a teacher is eligible for Social Security disability payments, his or her payments under this Section shall not be further reduced by any cost-of-living increases under the Social Security Act.

4. Exclusion of Benefits

- a. Benefits shall not be payable for a disability resulting from:
  - 1) disease or bodily injury willfully and intentionally self-inflicted.
  - 2) injury incurred or disease contracted prior to becoming a teacher of the South Brunswick School System, unless employed for more than three (3) years in this system.
  - 3) declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

5. Procedure for Applying for Benefits

- a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the teacher.
- b. An application for total disability shall be submitted only after the sick leave days, under the terms of B. 3. a., have been used to cover absence resulting from his/her total disability or, in the event the teacher has fewer accumulated sick leave days than can cover the alternative waiting period, 30 (thirty) calendar days, whichever is longer.

**ARTICLE 19**  
**TEMPORARY LEAVES OF ABSENCE**

Teachers shall be entitled to the following temporary non-accumulative leaves of absence.

A. Personal Leave

1. Three (3) days or six (6) half days of personal leave per year with pay.
2. Teachers newly-hired on or after February 1st shall receive one and a half (1.5) day or three (3) half days of personal leave.
3. Unused personal leave days for each year shall be converted to sick days and added to the teacher's accumulated sick leave at the end of each school year. Additional days of absence, with the deduction of a substitute's salary, may be granted upon approval by the Superintendent for unusual or extenuating circumstances. The Association acknowledges that a teacher's primary responsibility is to the students of the school district. Should the need arise to take a personal day, the teacher shall consider the educational impact of his/her absence on the students.
4. In order to use a personal leave day, a teacher shall give 72 (seventy-two) hours' written notice, except in an emergency, to his/her principal. Effective July 1, 2013, personal leave shall not be permitted on a full professional development day, unless approved by the Superintendent.

B. Absence for Death

1. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the teacher, parents, grandparents of teacher or spouse, grandchild, other family members for whom the teacher is legally responsible, registered domestic partner, and any other member of the immediate household.
2. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a(n) aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

C. Legal Proceedings

1. Time necessary for appearances in any legal proceedings connected with the school system or which involve a South Brunswick student which the teacher is required or requested to attend shall be granted without loss of pay. This section shall only be applicable when the teacher is actually requested to be in court by an officer of the court.
2. No salary deductions shall be made for absence when subpoenaed to be a witness in court.

3. Those regular teachers called for jury duty shall be paid at their regular rate less the compensated fees for jury duty.

D. Absences During Working Days

Teachers may not leave the schools in which they work during their assigned working day without permission, except during their duty-free times, when they may leave with notification to the school office.

E. Job Connected Injury

Teachers absent due to a job-connected injury shall be entitled to full salary for each week of absence up to one (1) calendar year without such absence being charged against his/her accumulated sick leave. Such salary shall be paid for absence during the waiting period and during the period the teacher received or was eligible to receive temporary disability benefits under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary paid or payable to the teacher pursuant to this section shall be reduced by the amount of any Workers' Compensation award made for temporary disability. (Chapter 168 Laws of 1967) Revised: November 20, 1967.

**ARTICLE 20**  
**EXTENDED LEAVES OF ABSENCE**

A. Extended Leaves of Absence

1. A leave of absence shall be granted to teachers for military service in accordance with New Jersey Statutes. Upon the recommendation of the Superintendent, any tenured professional staff member under this negotiating unit in the South Brunswick School System, may be granted a leave of absence without pay for the purpose of study, teaching, or any approved activity leading to professional growth.
2. A teacher returning from such leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.

B. Child-Rearing Leave

1. In the case of a birth of a child, any teacher shall have the right to apply for a leave without pay for child-rearing purposes.
2. Application for child-rearing leave shall be made by the teacher to the Superintendent at least three (3) months prior to the anticipated birth of the child.

3.
  - a. Child-rearing leave shall be granted to tenured teachers for the balance of the school year (concluding June 30th) in which the child is born and for two (2) additional school years if the teacher so desires.
  - b. If the initial child-rearing leave begins prior to April 1st, the tenured teacher shall inform the Board, in writing, by April 1st whether she or he desires a leave for the following year. This leave process shall be available to the teacher for each of the two (2) full additional years referred to in 3. a. above.
  - c. If the initial child-rearing leave begins on or after April 1st, the tenured teacher must make application for the first full year of leave at this time, if she/he desires leave for the first full school year following the birth.
4. A tenured teacher who is on a child-rearing leave under provisions of B. 3. above and plans to use either or both of the two (2) full school years following the birth of the child may apply for the additional available year(s) by completing the form provided by the Superintendent no later than April 1st prior to the termination of the leave already granted under B. 3. above.
5. Any teacher adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 3. which shall commence upon the date such teacher obtains custody of the child. Since such date of custody cannot be predicted in all cases, notice shall be given to the Superintendent at least 60 (sixty) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provisions of B. 4.
6. Child-rearing leave shall be granted to non-tenured teachers for the balance of the school year (concluding June 30th) in which the child is born. The rights of non-tenured teachers who receive such an unpaid leave of absence with respect to consideration for re-employment shall be the same as the rights of any other non-tenured teacher.
7. Nothing herein shall prevent the teacher and the Board from agreeing that a teacher may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of B.4.
8. Upon return from a child-rearing leave, all benefits to which the teacher was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend

to reinstatement of the percentage level under dental insurance unless the teacher has continued said insurance under the provisions of 9. below. An employee returning from this leave shall receive dental insurance based upon the rules of the carrier.

9. The Board of Education shall pay the cost of medical insurance for tenured teachers three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first. A teacher on child-rearing leave shall be permitted to continue on the dental and prescription plans on a reimbursement basis under rules established by the Administration. Upon application for any leave, the Board will provide the teacher with written notice of the medical insurance options available to the teacher.

## **ARTICLE 21** **SABBATICAL LEAVE**

- A. Teachers may be granted a sabbatical leave for the purpose of: extended travel; advanced study; research; work or study, which will improve performance as a teacher and/or will benefit the school system or portions thereof.
- B. Limitations
  1. Teachers may be granted a sabbatical leave after seven (7) years service in the South Brunswick Township Public Schools. When granted, said leave shall be for one (1) full year at half (1/2) salary or for half (1/2) year at full salary.
  2. No more than two (2) teachers may be granted sabbatical leave in any one (1) calendar year.
  3. The recipient of a sabbatical leave shall agree in writing to return to the school district for two (2) years after completion of the leave. If a teacher fails to continue in service after such leave, said teacher shall repay to the district the sum of money bearing the same ratio to the amount of salary received during the leave that the unperformed part of the required two (2) years of service bears to the two (2) full years. Such requirement shall be nullified for any period during which the teacher is physically incapacitated and unable to perform his or her duties.
  4. Upon returning from leave, the teacher shall be placed upon the step of the salary guide which he/she would have attained had he/she not taken said leave.

5. No teacher shall be eligible for a second sabbatical until he/she has served an additional seven (7) years.

C. Eligibility

Any professional staff member under contract with the Board of Education, who has been employed for seven (7) or more years in the school district shall be eligible to make application.

D. Application Procedure

The applicant shall submit his/her application for sabbatical leave on or before December 1st of the school year preceding the possible leave. Receipt of applications shall be acknowledged by the Superintendent within seven (7) calendar days after their receipt.

E. Form of Application

Application shall be concise and shall state:

1. Rationale or goals which the person intends to achieve.
2. Need of the school system or need of the individual to undertake the sabbatical.
3. Plan for achieving the goal or goals set forth.
4. Plans for implementing the findings and/or disseminating information upon return.

F. Selection of Recipients

A committee consisting of three (3) teachers, selected by the SBEA, from each school level (elementary, middle, and high school), two (2) principals and a central office administrator shall review applications for sabbatical leave and shall recommend the disposition of requests to the Superintendent using the criteria developed by an ad hoc committee in 1989.

G. Approval

Formal approval shall be granted to a recipient on or before February 1st.

**ARTICLE 22**  
**PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

- A. The Board of Education shall carry an insurance policy to provide Workers' Compensation for any teacher who is injured while in the performance of his/her duties.
- B. The Board of Education shall carry liability insurance to protect all teachers in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the teachers, students, and property from physical injury and shall endeavor to do everything within its power and means to do so to assure safe conditions in the school district.
- D. In the event of litigation, civil or criminal, the Board will extend to its professionals all of the protections afforded by the Statutes of the State of New Jersey.

**ARTICLE 23**  
**HEALTH BENEFITS**

- A. During the term of this agreement, all teachers and their eligible dependents will receive the following benefits:
  - 1. Medical Coverage: Employees may choose any available plan; however, Board contribution toward the premium will not exceed the premium level for the Direct Access 20/30 Plan. Any employee who is enrolled in a plan of higher cost than the Direct Access 20/30 plan shall pay the full difference between that option and the Direct Access 20/30 plan premium by way of equal payroll deductions, and such employee may be subject to payment of any Excise Tax imposed on health benefit premiums by the Affordable Care Act. The Board shall otherwise be responsible for the excise tax.
  - 2. Prescription Plan: The Prescription Plan shall consist of the following copays: Generic \$10, Single-Source Brand \$20, Multi-Source Brand \$30, and mail-order copays remain the same for a 90-day (ninety-day) supply.
  - 3. The Direct Access 10 plan will no longer be offered.
  - 4. All employees covered by this Agreement shall contribute towards health insurance in accordance with Tier 4, Chapter 78, P.L. 2011, as adjusted by the below healthcare contribution chart throughout the life of this agreement and until a successor agreement is negotiated.

Salary	Single	Reduction	Premium		Reduction	Premium	
			Share	M/S/P		Share	
55,000-59,999	23.00%	8%	21.16%	17.00%	8%	15.64%	
60,000-64,999	27.00%	8%	24.84%	21.00%	8%	19.32%	
65,000-69,999	29.00%	8%	26.68%	23.00%	8%	21.16%	
70,000-74,999	32.00%	8%	29.44%	26.00%	8%	23.92%	
75,000-79,999	33.00%	8%	30.36%	27.00%	8%	24.84%	
80,000-84,999	34.00%	10%	30.60%	28.00%	11%	24.92%	
85,000-89,999	34.00%	10%	30.60%	30.00%	12%	26.40%	
90,000-94,999	34.00%	10%	30.60%	30.00%	12%	26.40%	
95,000-99,999	35.00%	10%	31.50%	30.00%	12%	26.40%	
100,000-109,999	35.00%	10%	31.50%	35.00%	12%	30.80%	
110,000+++	35.00%	10%	31.50%	35.00%	12%	30.80%	

Salary	Family	Reduction	Premium		Parent/ Reduction	Premium	
			Share	Child		Share	
55,000-59,999	14.00%	8%	12.88%	17.00%	8%	15.64%	
60,000-64,999	17.00%	8%	15.64%	21.00%	8%	19.32%	
65,000-69,999	19.00%	8%	17.48%	23.00%	8%	21.16%	
70,000-74,999	22.00%	8%	20.24%	26.00%	8%	23.92%	
75,000-79,999	23.00%	8%	21.16%	27.00%	8%	24.84%	
80,000-84,999	24.00%	12%	21.12%	28.00%	11%	24.92%	
85,000-89,999	26.00%	12%	22.88%	30.00%	12%	26.40%	
90,000-94,999	28.00%	12%	24.64%	30.00%	12%	26.40%	
95,000-99,999	29.00%	12%	25.52%	30.00%	12%	26.40%	
100,000-109,999	32.00%	12%	28.16%	35.00%	12%	30.80%	
110,000+++	35.00%	12%	30.80%	35.00%	12%	30.80%	

- B. There shall be a single/full family dental plan. The Board shall pay the full cost of the dental plan coverage for all employees. No additional cost shall be borne by the employee as long as PL Chapter 78 applies. The employee shall have a \$25 deductible.

The plan maximum shall be \$1,250 for the Premier plan and \$1,500 for the PPO plan.

Orthodontic coverage of \$2,000 per lifetime will be provided for eligible dependents.

- C. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments:

- \$3,500 if the spouse/partner works outside the district.
- \$1,500 if both spouses/partners work in the district.
- This payment shall be paid in one payment on July 15th.

- D. 1. An employee retiring from the district shall be eligible to purchase existing prescription and/or the dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.

2. a. The employee must elect to exercise such an option immediately upon retirement.
- b. An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1st.
3. Failure to elect such coverage initially under 2. a. above shall constitute a complete waiver of the applicable insurance for the remainder of the five-year (5-year) period. Subsequent cessation of coverage under 2. b. above constitutes a waiver of the applicable insurance for the remainder of the five-year (5-year) period.
4. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance(s) prior to July 1st each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five-year (5-year) period.

**ARTICLE 24**  
**SUMMER EMPLOYMENT**

Unit teachers employed after the last day of school in June through August 31st shall be paid at the rates established for July 1st of the next school year.

- A. Remedial and enrichment programs at all levels including high school make-up:
1. Compensation per hour taught: \$42.50 in 2018-2019, \$42.50 in 2019-2020, and \$42.50 in 2020-2021. Payment for necessary planning for courses and related meetings is already included in this hourly rate and will not be compensated separately.
  2. Announcement of summer programs shall be made by the central office on or before April 15th. Unit members interested in these positions shall respond in writing no later than April 30th indicating the course or areas they wish to teach. The administrative council shall review the applications, select teachers needed to staff these programs, and notify the teachers of the selection by June 1st.

B. Curriculum and research and/or instructional development projects:

1. Hourly rate of \$42.50 in 2018-2019, \$42.50 in 2019-2020, and \$42.50 in 2020-2021.
2. Twenty-five percent (25 percent) of available monies for summer research and instructional development shall remain uncommitted until May 15th in order that recommendations under 3. below may be considered. Recommendations, which are approved, shall be funded by May 15th.
3. Recommendations for projects under 2. above may emanate from individual unit members and/or established committees. Such recommendations, in order to be considered, must be received in writing with supporting data, rationale for a project related to educational needs and priorities in the district, a recommended evaluation process, and estimated number of hours for the project. Such recommendations shall be submitted no later than April 1st. The Instructional Council shall make decisions regarding the projects to be carried out under B. 2. above.
4. It is understood that it may be determined that insufficient need exists to support a recommendation or that district priorities preclude such support. In addition, recommended projects may be modified to meet district needs.
5. A recommendation/application form shall be developed by the Instructional Council and be made available to unit teachers.

C. A unit teacher working under A. above in the High School make-up program may also be appointed to coordinate the student sign-up process prior to July 1st, to coordinate student attendance when make-up courses are offered, and provide assistance to teachers, students, and parents. The appointed teacher shall be compensated at the rate of \$800 in addition to the hourly rate established in A. 1. The coordinator shall also be paid the hourly teaching rate if he/she teaches. Unit teachers interested in this position shall apply by April 30th.

D. Teachers employed during the summer, except for 12-month (twelve-month) employees and for those performing work listed in A., B., or C. above, shall be paid at the hourly rate of \$42.50 in 2018-2019, \$42.50 in 2019-2020, and \$42.50 in 2020-2021.

Teachers shall be notified of such work by June 1st of each year. All summer positions shall be filled on a voluntary basis.

**ARTICLE 25**  
**SALARY**

A. Salary Schedules

1. Effective July 1, 2018, the teacher salary schedule shall be as formulated in Appendix 1.A.
2. Effective July 1, 2019, the teacher salary schedule shall be as formulated in Appendix 1.B.
3. Effective July 1, 2020, the teacher salary schedule shall be as formulated in Appendix 1.C.
4. Salaries for the Athletic Trainer are set in Appendix 5.
5. The salary for non-degree teachers shall be determined by placing the individual on the appropriate bachelor's guide step for years of service and subtracting \$1,500 from that figure.

B. Stipends for personnel covered by this agreement shall be set forth in Appendix 2. However, the listing of salary stipends shall in no way be interpreted as negating the rights of the Board of Education as specified in Article 3.

C. Pay for Extracurricular Activities

Pay for extracurricular activities shall be set forth in Appendix 3.

D. In order to be eligible to receive an increment, a ten-month (10-month) teacher must have been in a pay status for at least 93 (ninety-three) days during the previous year, and a 12-month (twelve-month) teacher must have been in a pay status for at least 113 (one hundred thirteen) days during the previous year. "Pay status" is defined as all days the teacher worked or was on a paid leave of absence.

**ARTICLE 26**  
**MISCELLANEOUS**

A. The Board shall provide the Association with three (3) copies of: (1) the policy manual, including rules and regulations, (2) revisions to the policy manual, (3) the agenda of public Board meetings, minutes of the previous meeting, and copies of non-confidential materials which are agendized, when they are distributed to Board members, or no later than noontime of the day of the board meeting, and, (4) three [3] copies of all other negotiated agreements of each bargaining unit in the district.

- B. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Both the Board and the Association, by mutual agreement, hereby agree to follow the procedures outlined in this Agreement and to use no other channel to resolve any questions or proposals until the procedures within this Agreement are fully exhausted. If another channel is utilized by one (1) party to this Agreement, the other party may declare the procedure established by this Agreement to be inoperative in this specific situation.
- D. 1. The Board shall carry out the commitments contained herein and give them full force and effect under the laws of the State of New Jersey.
2. Copies of the Agreement shall be printed for all members of the Association with expenses of printing shared equally between the Board of Education and the Association.
3. Within 30 (thirty) days after the Agreement is signed, copies shall be distributed to all persons included within the scope of said Agreement.
- E. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. It is the intent of the Association and the Board not to illegally discriminate against any individual affected by this Agreement on the basis of race, color, creed, sex, religion, physical disability, national origin, marital status, age, gender, or sexual orientation.
- G. 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, either party shall do so by registered letter at the following addresses:
1. If by the Association, to the Board at P.O. Box 181, Monmouth Junction, NJ, 08852.
2. If by the Board, to the Association, to the President of the Association at his/her assigned building.

**ARTICLE 27**  
**MAINTENANCE OF CLASSROOM MANAGEMENT AND DISCIPLINE**

- A. Every teacher shall be responsible for the maintenance of classroom management and discipline in conjunction with the policies and procedures established by the Board.
- B. Plans and procedures concerned with the specific responsibilities of teachers pertaining to classroom management and discipline shall be developed within the school building by the principal after consultation with the teaching staff, subject to the Superintendent's approval. Teacher participation in this process will be encouraged by the building principal.
- C. These procedures and teacher responsibilities will be presented to the teachers at the start of each school year and periodically as required.

**ARTICLE 28**  
**HEALTH AND SAFETY COUNCIL**

The general purpose of this Council shall be to establish ways to improve the health and safety environment and eliminate violence in our schools. Said council shall include teacher representatives from each building and district administration.

**ARTICLE 29**  
**ENROLLMENT PLAN**

Full-time, tenured teachers who acquired tenure prior to July 1, 2014, shall be entitled to participate in the South Brunswick School District's open enrollment policy through the end of the 2014-2015 school year. The teacher shall be required to pay 20 percent (twenty percent) tuition. A schedule of payments shall be established by the Administration. The program shall no longer be available to new enrollees after June 30, 2015. Those children currently and consistently enrolled in the district on June 30, 2015, will be allowed to continue their education in South Brunswick at the 20 percent (twenty percent) tuition rate. Full-time, tenured teachers who already have children enrolled in the school district as a result of the South Brunswick School District open enrollment policy will be permitted to enroll the siblings of the currently enrolled students at 50 percent (fifty percent) of the tuition rate. Children who were enrolled prior to June 30, 2015, will remain in the district at the 20 percent (twenty percent) tuition rate.

**ARTICLE 30**  
**REPRESENTATION FEE**

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said teacher will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the representation fee may be set up to 85 percent (eighty-five percent) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such

teachers in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. 30 (thirty) days after the teacher begins his or her employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the teacher's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If a teacher who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

D. The parties agree that per diem substitutes and hourly teachers are excluded from this agency fee payment.

E. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE 31**  
**WORK CONTINUITY CLAUSE**

A. The Association agrees that for the life of this contract, there shall be no strike, slow down, sick-out, or other similar action, the result of which is a concerted effort or an individual effort by a teacher or a group of teachers to withhold a teacher's or group of teachers' services from the Board.

B. The Board agrees that for the life of this Agreement, there will be no lock-out of teachers or the Association.

**ARTICLE 32**  
**FULLY-BARGAINED PROVISION**

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this

Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.

**ARTICLE 33**  
**DURATION OF AGREEMENT**

- A. This Agreement shall take effect July 1, 2018, and shall continue in full force and effect through June 30, 2021, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2 of this Agreement. 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.
  
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the respective Presidents, attested by their respective secretaries, and their corporate seals are to be placed hereon, all on the day and year written below:

**SOUTH BRUNSWICK  
BOARD OF EDUCATION**

**SOUTH BRUNSWICK  
EDUCATION ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX 1-A**

**SALARY GUIDE  
2018-2019**

STEP 2017-18	STEP 2018-19	BA	BA+15	BA+30	MA	MA+15	MA+30	DM	DOC
	1	55,860	56,800	58,340	58,980	60,710	62,320.	62,870	63,940
1	2	56,360	57,300	58,840	59,480	61,210	62,820	63,370	64,440
2	3	57,360	58,300	59,840	60,480	62,210	63,820	64,370	65,440
3	4	58,360	59,300	60,840	61,480	63,210	64,820	65,370	66,440
4	5	59,360	60,300	61,840	62,480	64,210	65,820	66,370	67,440
5	6	60,360	61,300	62,840	63,480	65,210	66,820	67,370	68,440
6 - 7	7	61,360	62,300	63,840	64,480	66,210	67,820	68,370	69,440
8	8	62,360	63,300	64,840	65,480	67,210	68,820	69,370	70,440
9	9	64,035	64,975	66,515	67,155	68,885	70,495	71,045	72,115
10	10	66,075	67,015	68,555	69,195	70,925	72,535	73,085	74,155
11	11	68,420	69,360	70,900	71,540	73,270	74,880	75,430	76,500
12	12	71,920	72,860	74,400	75,040	76,770	78,380	78,930	80,000
13	13	75,670	76,610	78,150	78,790	80,520	82,130	82,680	83,750
14	14	79,920	80,860	82,400	83,040	84,770	86,380	86,930	88,000
15 - 16	15	84,520	85,460	87,000	87,640	89,370	90,980	91,530	92,600

**Longevity:**

Years in District	Amount
15 or 16	\$1,200
17 or 18	\$1,800
19 or 20	\$2,400
21 or 22	\$3,000
23 or 24	\$3,600
25 or 26	\$4,200
27 or more	\$4,800

- a. The amounts in the table above are not cumulative.
- b. Longevity eligibility is based on years of service as a teacher in the district for all teachers hired on or after July 1, 1995.

**APPENDIX 1-B  
SALARY GUIDE  
2019 - 2020**

STEP 2018-19	STEP 2019-20	BA	BA+15	BA+30	MA	MA+15	MA+30	DM	DOC
	1	56,395	57,335	58,875	59,515	61,245	62,855	63,405	64,475
1	2	56,895	57,835	59,375	60,015	61,745	63,355	63,905	64,975
2	3	57,395	58,335	59,875	60,515	62,245	63,855	64,405	65,475
3	4	58,395	59,335	60,875	61,515	63,245	64,855	65,405	66,475
4	5	59,395	60,335	61,875	62,515	64,245	65,855	66,405	67,475
5	6	60,595	61,535	63,075	63,715	65,445	67,055	67,605	68,675
6	7	61,845	62,785	64,325	64,965	66,695	68,305	68,855	69,925
7	8	63,095	64,035	65,575	66,215	67,945	69,555	70,105	71,175
8	9	65,195	66,135	67,675	68,315	70,045	71,655	72,205	73,275
9	10	67,595	68,535	70,075	70,715	72,445	74,055	74,605	75,675
10	11	70,595	71,535	73,075	73,715	75,445	77,055	77,605	78,675
11	12	74,095	75,035	76,575	77,215	78,945	80,555	81,105	82,175
12	13	77,845	78,785	80,325	80,965	82,695	84,305	84,855	85,925
13	14	81,745	82,685	84,225	84,865	86,595	88,205	88,755	89,825
14-15	15	86,120	87,060	88,600	89,240	90,970	92,580	93,130	94,200

**Longevity:**

Years in District	Amount
15 or 16	\$1,200
17 or 18	\$1,800
19 or 20	\$2,400
21 or 22	\$3,000
23 or 24	\$3,600
25 or 26	\$4,200
27 or more	\$4,800

- a. The amounts in the table above are not cumulative.
- b. Longevity eligibility is based on years of service as a teacher in the district for all teachers hired on or after July 1, 1995.

**APPENDIX 1-C  
SALARY GUIDE  
2020-2021**

STEP 2019-20	STEP 2020-21	BA	BA+15	BA+30	MA	MA+15	MA+30	DM	DOC
	1	58,160	59,100	60,640	61,280	63,010	64,620	65,170	66,240
1	2	58,660	59,600	61,140	61,780	63,510	65,120	65,670	66,740
2	3	59,160	60,100	61,640	62,280	64,010	65,620	66,170	67,240
3	4	59,660	60,600	62,140	62,780	64,510	66,120	66,670	67,740
4	5	60,410	61,350	62,890	63,530	65,260	66,870	67,420	68,490
5	6	61,660	62,600	64,140	64,780	66,510	68,120	68,670	69,740
6	7	62,910	63,850	65,390	66,030	67,760	69,370	69,920	70,990
7	8	64,160	65,100	66,640	67,280	69,010	70,620	71,170	72,240
8	9	66,260	67,200	68,740	69,380	71,110	72,720	73,270	74,340
9	10	68,660	69,600	71,140	71,780	73,510	75,120	75,670	76,740
10	11	71,660	72,600	74,140	74,780	76,510	78,120	78,670	79,740
11	12	75,160	76,100	77,640	78,280	80,010	81,620	82,170	83,240
12	13	78,860	79,800	81,340	81,980	83,710	85,320	85,870	86,940
13	14	83,260	84,200	85,740	86,380	88,110	89,720	90,270	91,340
14-15	15	87,720	88,660	90,200	90,840	92,570	94,180	94,730	95,800

**Longevity:**

Years in District	Amount
15 or 16	\$1,200
17 or 18	\$1,800
19 or 20	\$2,400
21 or 22	\$3,000
23 or 24	\$3,600
25 or 26	\$4,200
27 or more	\$4,800

- a. The amounts in the table above are not cumulative.
- b. Longevity eligibility is based on years of service as a teacher in the district for all teachers hired on or after July 1, 1995.

## Guide Column Movement

- a. Graduate courses that apply directly to the teacher's area of certification or teaching area shall be counted toward guide column movement.
- b. In each 15-credit (fifteen-credit) block of graduate credits, a maximum of six (6) credits shall not be subject to the limitation of a. above.
- c. In order for credits not falling under the terms of a. and b. above to be counted towards guide column movement, the teacher must receive prior written approval of the Superintendent. His/her decision shall not be subject to Article 6, E. 5.
- d. Credits falling under the terms of a. and b. above or approved under c. above shall count toward guide column movement if the teacher gains a grade of "B" or better. A "Pass" grade will be acceptable only if the teacher has not been offered the choice of a letter/number grade rather than a "Pass-Fail." Failure to select a letter grade when offered shall eliminate such credits from credits computation for movement purposes.
- e. Graduate courses taken by an employee, who was hired on or after July 1, 1985, which are necessary to obtain a certification to maintain a position may not be counted toward guide column movement. Graduate courses taken for other certifications are governed by a. through c. above.
- f. For employees who were hired on or after July 1, 1985, only applicable graduate credits earned after the last degree level was attained may be used for guide column movement. For employees hired on or after July 1, 1995, only applicable graduate credits and/or district in-service credits earned after the last degree level was attained may be used for guide column movement.

**APPENDIX 2**  
**SALARY SCHEDULE FOR OTHER PROFESSIONAL PERSONNEL**

The following are annual stipends over the relevant teacher salary:

	Title	Stipend
A.	Chairperson	\$4,566
B.	Psychologist	\$1,566
C.	Learning Disability Specialist	\$672
D.	Social Worker	\$672
E.	Special Education Teachers	\$391
F.	Speech Language Therapists	\$391
G.	Elementary Computer Specialist, House Leaders and Student Activities Coordinators in the High School, Deans, Staff Aides in the Middle School, District-wide Math Coordinator, District-wide Reading Coordinator, Staff Developer for District Technology, Coordinator for Alternative Center for Education	\$4,566
H.	Technology Coordinator	\$1,956
I.	Student Support Team (SST)* Team Leader Case Coordinator Fixed Team Member	\$510 \$310 \$105
J	Webmaster: High School Middle School Elementary Maintain 3 building websites Maintain 2 building websites Maintain 1 building website	\$2,163 \$2,163 \$2,663 \$2,163 \$1,143
K	Harassment, Intimidation, and Bullying: Elementary School Anti-Bullying Specialists (ABS) Middle School Anti-Bullying Specialists (ABS) High School Anti-Bullying Specialists (ABS) District Anti-Bullying Coordinator (ABC)	\$1,020 \$1,530 \$3,060 \$4,872

\* Any SST member serving in more than one role shall receive the higher stipend amount.

L. Unit members hired in B. through F. after July 1, 1989, shall not receive a stipend.

- M. The Staff Developer position salary shall be determined by providing the individual in the position with a prorated 12-month (twelve-month) contract and the Chairpersons' stipend.
- N. When the Board approves a job description for any unit position, the parties shall negotiate the compensation for said position.

**APPENDIX 3**  
**EXTRACURRICULAR SALARY GUIDE**

- A. Every applicant appointed to an extracurricular position shall receive official Board of Education notification of his or her appointment status.
- B. All non-club positions contained in Appendix 3 shall be posted by May 15th each year. It is understood that clubs may not be able to be posted by May 15th due to the fluidity of offerings in these areas. Club postings will be made by October 15th. This does not preclude a teacher from submitting proposals during the year as long as the school's budget permits it.
- C. When there is a qualified unit member applicant, written appointments to positions shall be made on the following schedule:

All high school fall sports and all non-club, non-sports extracurricular activities by June 15th. When the specific elementary school or middle schools sports positions need is known before that date, such appointments will also be made by June 15th

All high school winter sports by October 31st.  
All high school spring sports by November 30th.

If there is no qualified unit member applicant for a position, the appointment will be made as soon as possible. All remaining club and sports positions shall be filled as soon as possible.

- D. Copies of the official appointment list(s) shall be sent to the school principal, to the Assistant to the Principal for Student Affairs and Athletics, and to the Association.
- E. There shall be no extra compensation for extracurricular assignment for which released time is provided. Released time shall be defined as any period used in lieu of a teacher's regular classroom teaching load and non-teaching duty.
- F. Should the advisor choose to have a co-advisor, he/she may divide the money provided for the position.
- G. The listing of the titles in Appendix 3 is subject to Article 3 of this contract.

<b>HIGH SCHOOL POSITIONS</b>	<b>STIPEND</b>
<b>SPORTS</b>	
Football, Coach	\$9,863
Football, Assistant Coach	\$6,904
<b>HEAD COACHES: BOYS AND GIRLS</b>	
Basketball, Wrestling	\$9,517
Baseball, Cross Country, Field Hockey, Gymnastics, Ice Hockey, Lacrosse, Soccer, Softball, Spring Track, Swimming, Tennis, Volleyball, Winter Track, Golf, Bowling	\$7,924
<b>ASSISTANT COACHES: BOYS AND GIRLS</b>	
Basketball, Wrestling	\$6,567
Baseball, Cross Country, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Spring Track, Swimming, Tennis, Volleyball, Winter Track, Golf, Bowling	\$5,541
Cheerleading Advisor - Varsity	
Fall	\$3,499
Winter	\$3,499
Cheerleading Advisor - JV	
Fall	\$2,450
Winter	\$2,450
Ski Club Advisors	\$1,626
*Weight Training Per Season (Fall/Winter, Winter/Spring, Summer)	\$3,748
Strength and Conditioning Coach	\$4,827
<b>MUSIC</b>	
Fall Band Director	\$8,105
Fall Assistant Band Director	\$3,842
Fall Band Front Advisor	\$4,493
* Fall Assistant Colorguard Instructor	\$2,130
Winterguard Director	\$4,493
Assistant Winterguard Director	\$2,130
Spring Band Director	\$4,493
*Spring Assistant Band Director	\$2,130
Spring Band Front Advisor	\$2,263
Spring Assistant Band Front Advisor	\$1,074
Jazz Band	\$1,467
Madrigal Choir	\$2,331

\* The Board will not require the splitting of these positions.

	<b>STIPEND</b>
<b>* CLUBS</b>	\$1,360
Class Advisors	
* Freshman	\$1,664
* Sophomore	\$2,371
Junior	\$3,488
Senior	\$3,488
Discovery Club Advisor	\$1,360
<b>DRAMATICS</b>	
* Director, per play production	\$3,174
* Musical Director	\$2,152
* Set Design Director (per production)	\$1,541
* Family, Career and Community Leaders of America (FCCLA)	\$2,715
* Honor Society Advisor	\$1,608
* Literary Magazine	\$2,371
Math Team Co-Advisors	\$2,371
* Outdoor Club Advisor	\$2,315
* Outdoor Club Assistant Advisor	\$1,360
* School Newspaper Advisor	\$5,199
* School Treasurer	\$7,070
* Snack Shack Advisor	\$1,360
* Student Government	\$5,035
* Yearbook Advisor	\$5,457
* French Honor Society	\$1,608
* Spanish Honor Society	\$1,608
Junior Statesmen	\$1,541
High School Store Manager	\$2,083

\* The Board will not require the splitting of these positions.

<b>MIDDLE SCHOOL POSITIONS</b>	<b>STIPEND</b>
<b><u>SPORTS</u></b>	
Football, Coach	\$5,926
Football, Assistant Coach	\$4,148
<b>HEAD COACHES: BOYS AND GIRLS</b>	
Basketball, Wrestling	\$5,482
Baseball, Cross Country, Gymnastics, Lacrosse, Soccer, Softball, Tennis, Track and Field, Field Hockey	\$5,332
<b>ASSISTANT COACHES: BOYS AND GIRLS</b>	
Basketball, Wrestling	\$3,853
Baseball, Cross Country, Gymnastics, Lacrosse, Soccer, Softball, Tennis, Track and Field, Field Hockey	\$3,762
Athletic Coordinator	\$7,407
Intramural Coach	\$2,083

<b>ACTIVITIES</b>	
Cheerleading Advisor (per season)	
*Fall	\$2,083
*Winter	\$2,083
Ski Club Advisor	\$2,083
<b>* CLUBS</b>	\$1,360
School Store Manager	\$2,083
Student Council Advisor	\$2,496
* Newspaper Advisor	\$2,496
* Yearbook Advisor	\$2,496
Ski Weekend Advisor	\$517
Instrumental Music Advisor	\$2,496
Student Activity Treasurer	\$4,156
Competitive Jazz Band Director	\$1,155
Vocal Music Director and Sound during shows, per play	\$2,250
Instrumental Music Director, per play	\$1,500
Dramatic Director, per play	\$2,250
Stage Crew and Set Design, per play	\$1,500

\* Indicates sharing of stipend if more than one person in a position.

<b>ELEMENTARY SCHOOL ACTIVITIES</b>	<b>STIPEND</b>
* Student Council Advisor	\$1,360
* Newspaper Advisor	\$1,360
* Safety Patrol Advisor	\$1,360
* Yearbook Advisor	\$1,360
<b>DISTRICT ADVISOR</b>	
Summer Program Director	\$8,085
Program Assistant Director	\$4,032

\* Indicates sharing of stipend if more than one person in a position.

- H. 1. Extracurricular school clubs, not specified in the Contract, and held outside the classroom instructional time shall be compensated based on the grid criteria. Requests for compensated clubs must be submitted to the building administrator with a rationale which includes: Goals and objectives, anticipated meeting dates, length of meetings, anticipated number of students, and an explanation of benefits of the activity to the students and/or school.
2. Within 30 (thirty) days of receipt of the application, the administrator shall respond, to the applicant, in writing, indicating full/half rate or denial of club status. Only advisors of clubs, which have been approved by the building administrator, shall be compensated.

Six (6) or more points on grid requires full compensation. Four (4) or five (5) points on grid requires half compensation. Less than four (4) points shall not be compensated. Compensation for clubs in this category is based on the dollar amount specified in the Extracurricular Salary Guide.

### ACTIVITY RATING SHEET

	5	4	3	2	1
<b>NUMBER OF MEETINGS</b> 1 = 3 to 6 3 = 7 to 12 5 = 13 to 18					
<b>LENGTH OF MEETINGS</b> 1 = Up to 1 hour 2 = 1 to 3 hours 3 = Over 3 hours					
<b>NUMBER OF STUDENTS</b> 1 = 1 to 10 2 = 11 or more					

I. Chaperoning Clubs at the High School and Middle Schools

The chaperoning club experience is defined as an activity in which the teacher chaperones and supervises students involved in either a participatory or a performance activity out of the building and off school grounds.

Chaperones shall be compensated on a per event basis as follows:

	<b>STIPEND</b>
For organizer	\$125.00
For any additional chaperone	Up to 2 hours \$60.00, 3-4 hours \$80.00, 5+ hours \$100

If one of the chaperones is already stipended for the club, he/she shall receive no additional compensation. The administration shall determine the number of chaperones appropriate for the group and activity.

J. When a unit member performs one (1) of the following duties, he/she shall be paid at the following per event rates:

	<b>STIPEND</b>
Cashier	\$66.00
Video taping:	
Football	\$83.00
Other	\$41.50
Security:	
Frosh	\$59.00
JV/Varsity	\$59.00
Announcer - Football	\$76.00
Announcer/Time/Score - Wrestling, Basketball:	
Frosh	\$35.00
JV/Varsity	\$83.00

K. Camp Bernie (or equivalent sixth grade outdoor education program with an extended day) - \$94.00.

L. A stipend of \$84.00 per required performance beyond the first performance will be paid to Music, Drama, and other teachers who are assigned to more than one building and who are responsible for preparing multiple concerts, performances, or evening events.

**APPENDIX 4**  
**SALARY SCHEDULE FOR ADDITIONAL PROFESSIONAL ACTIVITIES**

- A. Teachers shall be paid for approved home instruction at the following hourly rates: \$42.50 in 2018-2019, \$42.50 in 2019-2020, and \$42.50 in 2020-2021.
- B. Teachers shall be paid for up to six (6) chaperones per night for school-sponsored dances at the following rate per night: \$83.00
- C. Teachers who, with prior written approval of the Board, conduct classes after regularly scheduled school hours shall be paid at the same rate as remedial and summer enrichment programs as specified in Article 24. A.
- D. Supplemental teachers shall be paid at the following hourly rate: \$42.50 in 2018-2019, \$42.50 in 2019-2020, and \$42.50 in 2020-2021. In addition, if eligible, such teachers will be covered by the longevity provisions on the salary guide (prorated to the number of hours worked in the year). The parties agree that if the New Jersey Supreme Court rules, during the term of this Contract, that supplemental teachers must be placed on the salary guides negotiated for all other teachers under the 2018-2021 Contract, such employees shall be placed on said guides retroactive to the first workday in the Contract year in which the Court issues its final decision.
- E. All SBEA members who travel on co-curricular overnight trips shall be compensated at the following per night rate: \$150.

**APPENDIX 5**  
**TRAINER**

The Trainer shall be afforded all the rights and protections of the contract with the exception of the following Articles and clauses:

Article 7, A; Article 8.B; Article 9; Article 10.E; Article 15.B; Article 21;  
Article 24.D; Article 25, A. as related to Appendix 1

Professional Development:

Up to \$200 for Superintendent-approved reimbursement of fees for training directly related to the employee's function in the district.