

# SOUTH BRUNSWICK TOWNSHIP PUBLIC SCHOOLS

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9/5/2024

RE: OPRA Request

To whom it may concern,

The South Brunswick Board of Education is in receipt of your request for records under the Open Public Records Act. Specifically, your request sought a:

“A digital copy of the most recently approved memorandum of agreement/collective bargaining agreement between the South Brunswick Board of Education & the any and all bargaining units the school district has active agreements with.

Please include the most recent contract booklet (signed or unsigned), the most recent memorandum of agreement, salary guides, and any sidebar agreements (if applicable).”

In response to your request, the District attempted to locate all records responsive to your request. Attached hereto please find the responsive records.

Best Regards,

Steven Corso  
Assistant Business Administrator  
South Brunswick Township School District

**AGREEMENT**  
**between the**  
**SOUTH BRUNSWICK BOARD OF EDUCATION**  
**and the**  
**SOUTH BRUNSWICK ADMINISTRATORS' ASSOCIATION**  
**July 1, 2022 through June 30, 2027**

## TABLE OF CONTENTS

| ARTICLE<br>NUMBER | TITLE                                                | PAGE<br>NUMBER |
|-------------------|------------------------------------------------------|----------------|
|                   | Preamble                                             | 2              |
| 1                 | Recognition                                          | 2              |
| 2                 | Negotiation Procedure                                | 2-3            |
| 3                 | Grievance Procedure                                  | 3-5            |
| 4                 | Leaves of Absence                                    | 5-7            |
| 5                 | Salaries                                             | 7-8            |
| 6                 | Sabbatical Leave                                     | 8-9            |
| 7                 | Vacations                                            | 9-11           |
| 8                 | Administrative Vacancies                             | 11             |
| 9                 | Participation Plan                                   | 11-14          |
| 10                | Rights of the Board                                  | 14             |
| 11                | Insurance                                            | 14-18          |
| 12                | Enrollment Plan                                      | 19             |
| 13                | Work Year For Elementary School Assistant Principals | 19             |
| 14                | Legality of Agreement                                | 20             |
| 15                | Duration of Agreement                                | 20             |
| Appendix 1        | Salary Minimums                                      | 22             |
| Appendix 2        | Base Salaries                                        | 23             |
| Appendix 3        | Longevity                                            | 24             |
| Appendix 4        | Vacation Day Payment Upon Separation                 | 25             |

## **PREAMBLE**

This Agreement is entered into this **1st day of July, 2022**, by and between the Board of Education of the Township of South Brunswick, New Jersey, hereinafter called the "Board" and the South Brunswick School Administrators' Association, South Brunswick Township, New Jersey, hereinafter called the "Association."

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

### **Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the South Brunswick School Administrators' Association as the exclusive and sole representative for the collective negotiation concerning terms and conditions of employment for all principals and assistant principals who are required to hold an administrative certificate for their position. Excluded from the unit are all central office administrative personnel.

## **ARTICLE 2** **NEGOTIATION PROCEDURE**

### **A. Deadline Dates**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on the terms and conditions of administrators' employment. The President of the Board and/or his/her designee and the President of the Association shall determine the time, date, and place of the first negotiations meeting according to the regulations of the Public Employee Relations Commission (P.E.R.C.). Negotiations shall begin no later than 120 (one hundred twenty) days before the submission of the annual school budget to the public.

### **B. Negotiation Team Authority**

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The representatives of both parties shall be empowered to make proposals, consider proposals, and make counterproposals in the course of negotiations within the predetermined limits prescribed by the respective parties.

### **C. Exchange of Information**

The Association shall have access to all available information concerning the financial resources of the district.



D. Agreements

As tentative agreements are reached, these shall be reduced to writing, dated, and initialled by the spokesman for each group.

E. Modification

1. Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. Reopening of negotiations to consider any modification of this Agreement shall be made only by mutual consent of both parties. Any such modification shall be effective only when agreed to in writing and duly executed by both parties.

F. Impasse

In the event the Board and the Association have failed to reach an agreement on all topics of negotiations, after genuine and sincere efforts to negotiate, either the Board, the Association, or jointly, may notify the Chairman of the Public Employment Relations Commission in writing that an impasse exists, and shall request the assignment of a mediator, and follow the procedures and regulations as outlined in P.L. 123.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. Definition

A grievance is a claim by an administrator or a representative of an administrator that an allegation of a specific provision of this contract has been violated or an improper application, interpretation, or violation of Board policy, State statute, or administrative decisions, except that the term grievance shall not apply to any matter as to which:

- a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education, or
- b) the Board and/or Administrative officers are without authority to act, or
- c) a complaint of any employee represented by the Association in a non-tenured position which arises solely by reason of his/her being not employed, reemployed, retained, or continued in that position.

As used in this definition, the term Administrator shall also mean a group of Administrators having the same grievance.

B. Rights of the Aggrieved

Any individual employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He shall have the right to present his/her own appeal or to designate a representative of the Association, or other persons of his/her own choosing to appear with him, at any step in the grievance procedure. Whenever he chooses to have other persons to appear with him, a representative of the Association will have the option of being present.

C. Procedure

1. An employee with a grievance shall first discuss it with his/her immediate supervisor within 30 (thirty) calendar days from the date party becomes aware of grievance with the object of resolving the matter informally or the grievance shall be barred.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, he shall, within five (5) workdays, set forth his/her complaint in writing to his/her immediate supervisor, which shall specify:
  - a) the nature of the grievance,
  - b) the nature and extent of injury, loss, or inconvenience,
  - c) the result of previous discussion,
  - d) his/her dissatisfaction with the decision previously rendered, and
  - e) the remedy sought.

The supervisor shall communicate his/her decision to the employee in writing within five (5) workdays of receipt of the written complaint.

3. The employee may appeal the supervisor's decision to the Superintendent of Schools within a period of five (5) workdays. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor and shall confer with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) workdays, the

Superintendent shall communicate his/her decision in writing to the employee and the supervisor.

4. If the grievance is not resolved to the employee's satisfaction within five (5) workdays, he may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. In the event that the Board decides not to hold a hearing, the Board shall render a decision in writing within 30 (thirty) calendar days of receipt of the request. In the event a hearing is held, said hearing shall be scheduled within 30 (thirty) calendar days from the receipt of the request and render a decision in writing within 30 (thirty) calendar days from the date when the hearing is complete.
5. If the grievance is still not resolved to the satisfaction of the aggrieved party, and if the grievance deals with the express written terms of this Agreement, and the Grievance Committee of the Association feels the grievance has merit, the grievance may be submitted to binding arbitration by a written notice to the Board within ten (10) workdays following receipt of the Board's decision.
6. Within ten (10) workdays after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association for a selection of an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request the American Arbitration Association to appoint an arbitrator. The arbitrator's decision shall be in writing and shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall issue his/her decision not later than 30 (thirty) calendar days from the close of the hearings. The decision of the arbitrator shall be final and binding.

#### **ARTICLE 4** **LEAVES OF ABSENCE**

##### **A. Sick Leave**

##### **1. Accumulative**

- a) All full-time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Employees may be permitted to use up to five (5) days as family illness days each year upon receiving prior approval from the Superintendent of Schools or his/her designee.
- b) Bargaining unit members newly employed after the beginning of any 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 work year. Any portion of a month shall be considered as a full month.

- c) Any administrator who has completed 15 (fifteen) years of service in South Brunswick, upon retirement from the district, 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 \$120 (one hundred twenty dollars) per day effect July 1, 2022; \$125 (one hundred twenty-five dollars) per day effect July 1, 2023; \$130 (one hundred thirty dollars) per day effect July 1, 2024; \$135 (one hundred thirty-five dollars) per day effect July 1, 2025; and \$140 (one hundred forty dollars) per day effect July 1, 2026. A unit member who passes away has the retirement benefit for unused sick days and unused vacation days paid to his/her estate.

B. Temporary Leaves of Absence

All full-time administrators shall be entitled to the following leaves of absence with pay during each school year:

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 administrator, parents, grandparents of unit member or spouse, other family members for whom the unit member is legally responsible, and any other member of the immediate household.
2. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee, to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law, or sister-in-law.
4. Personal
  - a) Absence of three (3) days per year may be granted to an administrator without reduction in pay for personal business, which cannot be performed other than during hours of employment.
  - b) Any 12-month (twelve-month) employee newly employed between November 1st and the last day of February shall be entitled to two (2) personal days in the first year of employment.

- c) Any 12-month (twelve-month) employee newly employed between March 1st and June 30th shall be entitled to one (1) personal day in the first year of employment.
- d) Unused personal leave days for each year shall be converted to sick days and added to the administrator's accumulated sick leave at the end of each school year.

5. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or involving a South Brunswick student, which the administrator is required or requested to attend, shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be a witness in court. Those regular employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

**ARTICLE 5**  
**SALARIES**

A. Administrators' Salaries

Exact placement at or above the minimum salary established for the position (see Appendix 1) for new administrators is the sole discretion of the Board with the stipulation that there shall be no decrease in pay. Administrators shall be paid an annual salary in accordance with the amounts indicated in Appendix 2.

- 1. Elementary principals assigned to buildings with a student enrollment in excess of 700 (seven hundred) will receive an annual stipend of \$1,000 (one thousand dollars) beyond their normal salary.
- 2. Administrators hired prior to July 1, 1996 shall continue to receive \$3,500 (three thousand five hundred dollars) in longevity. Administrators hired after July 1, 1996 shall receive longevity noted in Appendix 3.
- 3. Any unit member who possesses a doctorate shall receive an annual stipend of \$5,000 (five thousand dollars) above the base salary. Said stipend shall not be subject to the salary cap.
- 4. Effective July 1, 2008, all unit members shall be paid through a direct deposit system under rules established by the Administration.
- 5. The Board agrees to pay a \$2,000 (two thousand dollars) annual stipend above the base salary, beyond the maximum compensation, if applicable,



for members earning a subsequent master's degree after July 1, 2015. Said stipend shall not be subject to the salary cap.

B. Additional Compensation

1. If a unit member is directed or required to assume a role or responsibility outside of the traditional scope of his/her job description, the unit member will be compensated for this work. The Board and the Association will enter into a negotiation for monetary compensation that is commensurate with the responsibilities expected of that member.
2. A unit member who assumes the duties of another staff member who is absent for reasons other than vacation (in excess of 11 days) and who has not been replaced by a substitute shall receive; (i) \$150 per day (2022-2023); (ii) \$150 (2023-2024); (iii) \$150 (2024-2025); (iv) \$175 (2025-2026); and (v) \$175 (2026-2027) for each day worked. Compensation will take effect on Day 11 and will be retroactive to the start of the extended leave. This rate can be split amongst members.
3. If an SBAA member is required to work in the capacity of their SBAA role for an overnight event, they will be compensated at the rate of \$300 per night.
4. Principals and Assistant Principals shall receive an annual stipend for night events in accordance with the following schedule: High School building administrators will receive \$250 annually. Middle School building administrators will receive \$200 annually. Elementary School building administrators will receive \$150 annually.
5. Unit members may choose to either receive a District issued cell phone or to be reimbursed quarterly for the cost of their existing cell phone plan (with the cost not to exceed the cost for the District to issue the unit member a District issued cell phone).

C. Evaluation

Each administrator shall be evaluated by the Superintendent or the administrator's immediate supervisor at least once during the contract year or the minimum number of times required by statute or regulation. The purpose of the evaluation shall be to provide a basis for improvement of performance and professional growth. A written report of the evaluation shall be presented to the person evaluated. Any person who fails to correct deficiencies noted in the report by the end of the subsequent contract year, may be denied all or any portion of the scheduled increase.

**ARTICLE 6**

## **SABBATICAL LEAVE**

All persons included in this proposal may be entitled to be granted a sabbatical leave for study or other reasons valuable to the school system subject to the following conditions:

A. **Duration**

A sabbatical leave shall be for one (1) full year at 75 percent (seventy-five percent) of salary.

B. **Eligibility**

Personnel are eligible to be granted a sabbatical leave after they have completed seven (7) years' service in the South Brunswick Township Schools.

C. **Limitations**

No more than one (1) administrator included in this Agreement shall be granted sabbatical leave during any school year. The Superintendent may determine that additional leaves would be of benefit to the school system.

D. **Temporary Vacancies**

When an administrator is granted a sabbatical leave, his/her position and all other administrative positions in the school system will be filled during such leave unless it is determined by the Superintendent and the principal of the building concerned, that it is inappropriate to fill the position during the person's absence. The Superintendent of Schools shall be responsible for the development of appropriate rules and regulations to implement this Article.

## **ARTICLE 7** **VACATIONS – TWELVE-MONTH UNIT MEMBERS**

A. 1. **Allocated Days**

All 12-month (twelve-month) unit members included in this Agreement shall be entitled to 22 (twenty-two) days vacation each year. Vacation will be provided in the full prorated allotment on their first day of employment. These unit members shall also be entitled to 12 (twelve) defined holidays and five (5) floating holidays, to be used when school is not in session. The list of 12 (twelve) defined holidays will be mutually developed each May. All vacations shall be arranged in accordance with the best interests of the school system.

2. Effective July 1, 2022, employees entitled to 22 (twenty-two) vacation days annually must take no less than 15 (fifteen) vacation days during the year

in which the vacation days are received. An employee shall be entitled to accumulate seven (7) vacation days for a one-year (1-year) period, which will either have to be used during the next school year or be lost. For example, if an employee uses only 15 (fifteen) vacation days during the 2022-2023 school year, he/she shall be entitled to twenty-nine (29) vacation days during the 2022-2023 term. The number of days which can be accumulated in any given year and carried over to the following school year is seven (7) days. At the end of each school year, the members shall be permitted to elect to convert up to 3 days of accrued and unused vacation days into a contribution to be made by the Board into a qualified retirement plan, such as an IRS 403(b) or 457. The members shall be required to provide the District Business Administrator with written notice of his/her election no later than June 5th, or following Monday. In such an event, each unused vacation day that the member elects to convert shall be valued at 1/260 of his/her annual salary. Transactions will occur in the June 30 pay period.

3. In the event that the Superintendent or the Board determine that an employee cannot utilise one (1) or more of his/her vacation days in any given year because it is not in the best interest of the School District, such employee shall be able to accumulate said number of vacation days during a subsequent year. Such determination must be in writing. In such event, the seven-day (7-day) limitation contained in paragraph A.2. above shall not apply.
4. Newly hired 12-month (twelve-month) unit members are entitled to paid vacation days as of the date of hire, as set forth herein. A 12-month (twelve-month) unit member who commences employment after July 1 shall receive a prorated bank of vacation days, at the rate of two (2) days per every 1-month of anticipated employment remaining in the contract year, up to 22 vacation days. A newly hired 12-month (twelve-month) unit member who voluntarily resigns/terminated prior to completing six (6) months of service, will be required to reimburse the Board for vacation days used. Reimbursement shall occur through deduction from their final pay. Should deduction from their final pay be insufficient to reimburse the District for the vacation days, the unit member will be required to reimburse the District.
5. All 12-month (twelve-month) unit members are entitled to paid 22 (twenty-two) vacation days as of July 1. However, during the course of the year, 12-month unit members accrue these vacation days at the rate of two (2) days per every 1-month of employment. Unit members who leave the District before June 30<sup>th</sup>, will be required to reimburse the District for all vacation days over the accrued amount. By way of example, if a unit member was to leave as of December 31<sup>st</sup>, the unit member's allotment of vacation days would be 12 days. Any days taken above 12 days prior to their departure would be deducted from their final pay. The deduction will be calculated using 1/260 per day. Should the deduction from their final pay



be insufficient to reimburse the District for the vacation days, the unit member will be required to reimburse the District.

B. Unused Vacation Days

1. An employee who resigns, or is subject of a reduction in force, or is discharged, or retires, or who is transferred to a non-unit position shall receive cash payment for any unused vacation days accumulated under the terms of A. 2. above. However, employees who resign from their position will not receive pay-out for any unused vacation time accrued during their first year of employment.
2. An employee who dies shall have payment for his/her unused vacation days given to his/her estate.
3. For the purposes of payment under B.1. and B.2. above, employees shall be paid for each eligible accumulated vacation day at the rate of 1/260th of the annual salary.

**ARTICLE 8**  
**ADMINISTRATIVE VACANCIES**

A. Notification

Notices of administrative vacancies, including salary range, shall be sent to each administrator not less than ten (10) workdays prior to the final date of application. In the event that an administrator wishes to file for any vacancy which may occur during a leave of absence, said administrator shall notify the Superintendent of Schools of said interest and the type of position for which application would be made. The Superintendent of Schools shall make every effort to notify the person of an existing vacancy.

B. Application

Applicants for administrative positions within the district shall be given consideration for any position for which application is made, including an interview with the appropriate personnel. Unsuccessful applicants from within the district shall be notified in writing.

**ARTICLE 9**  
**PARTICIPATION PLAN**

A. Participation

It shall be the right and responsibility of the administrative staff to participate in the development and/or revision of:

- a. Board Policy,
- b. Administrative rules and regulations,
- c. Negotiated agreements when these affect the operation of a building educational program or personnel practices, and
- d. Use of facilities.

In accordance with rules and regulations to be adopted no later than June 30, 1979.

B. Definition of Participation

Participation shall mean taking part in a cooperative development of policies through sharing ideas, considerations, and concerns. Such participation could take place through appointed special committees or Administrative Council meetings.

C. Notification of Intention to Change Policy

The Board shall notify the Association of its intention to change policies and/or rules and regulations listed in the Board Policy Manual and other items listed in Part A, at least thirty (30) calendar days prior to action at a public Board meeting. Within ten (10) calendar days of notification, the Association shall notify the Board in writing whether or not it wishes to meet or consult the Board on this matter. If a meeting is desired by either party, it shall be held at least ten (10) days prior to public action.

D. Procedure for Establishing Calendar

A committee of five (5), two (2) members chosen by the South Brunswick School Administrators' Association and three (3) members chosen by the South Brunswick Education Association, will recommend a school calendar for the coming school year. One (1) 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.

E. Professional Development

1. The Board of Education shall provide annually an amount equal to \$2,200 (two thousand two hundred dollars) per unit member for professional development

programs, including relevant graduate courses, selected by the individual staff members.

2. Approval to attend a professional development program must be received in advance from the Superintendent of Schools. Approval to attend shall not be unreasonably denied. Professional development monies can be used for subscriptions, to attend workshops/webinars, or to pay membership dues in professional organizations. Fifteen percent (15%) of professional development monies can be applied to the purchase of books or resources that promote professional and curricular development for the administrator only.

Effective July 1, 2018, the professional development/tuition reimbursement process shall be as follows:

To encourage professional growth among administrators, the Board shall reimburse members for tuition paid in the successful pursuit of college and university courses which are part of a matriculated program leading toward an additional master's degree or higher degree at a duly authorized institution of higher learning, accredited and recognized by the State of New Jersey, in accordance with the following provisions:

- a. The administrator shall notify the Superintendent of Schools prior to enrollment in any course for which tuition reimbursement will be paid.
- b. Tuition reimbursement shall be provided only for a course or degree related to the member's current or future job responsibilities.
- c. Payment shall not exceed the equivalent of six (6) graduate credits per school year, at the Rutgers rate when the course was taken.
- d. Payment shall be made by the Board of Education within two (2) months after the member has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.
- e. With Superintendent's approval, a member of the SBAA may take a course that is part of a matriculated program even if they are not enrolled in the program.
- f. The Superintendent may approve the expenditures and attendance to a national conference for principals in good standing that have reached the maximum total compensation level.

## **ARTICLE 10** **RIGHTS OF 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 employees 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 position for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause (18A:29-9).
  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 action may be necessary to carry out the mission of the school district in situation of emergency.
  6. to withhold the increment (increase in salary) of any administrator for inefficiency or other just cause in accordance with N.J.S.A. 18A:29-14.

The rights of the Board shall include, but not be limited to, the provisions set forth in this Article.

- 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 11** **INSURANCE**

The Board of Education shall provide an employee insurance program as follows:

- A. Medical coverage through current health benefits program. Employees may choose any of the available plans; however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan, effective September 1, 2015. Any employee who is enrolled in a plan other 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 Cadillac Tax imposed by the Affordable Care Act.

Effective September 1, 2015, the Direct Access 10 plan will no longer be offered.



Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district.

Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.

Employees: (1) enrolled in the Direct Access 20/30 Plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 Plan and who maintain the same level of benefits (i.e. single, family, etc.), or (2) are in the New Jersey Educators Health Plan as of March 2021 and enrol in the Direct Access 20/30 Plan and who maintain the same level of benefits (i.e. single, family, etc.), shall contribute towards health insurance a percentage of their salary, which shall be as calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{Current Salary}} = \text{Contribution percentage}$$

Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute towards health insurance the below percentages of their salary:

|                       |                                                                                                      |
|-----------------------|------------------------------------------------------------------------------------------------------|
| <b>Single:</b>        | 5.5%                                                                                                 |
| <b>Parent/Child:</b>  | 7.0%                                                                                                 |
| <b>Spouse/Spouse:</b> | 8.0%                                                                                                 |
| <b>Family:</b>        | 10.6% (however, the salary used to calculate the contribution for Family shall not exceed \$135,000) |

Employees enrolled in a plan offered by the District other than the New Jersey Educators Health Plan, the Garden State Health Plan, or the Direct Access 20/30 Plan shall contribute towards health insurance in accordance with Tier 4, Chapter 78, P.L. 2011. Any member who reached the established maximum contribution on Tier 4 of Chapter 78 during the period of July 1, 2015 to June 2018, shall contribute 35% of the full cost of the premiums.

#### **B. Dental Insurance**

1. Effective for the 2013 calendar year, the annual maximum coverage shall be \$1,500 (one thousand five hundred dollars) for the PPO plan and \$1,250 (one thousand two hundred fifty dollars) for the Premier plan.



2. Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.
3. Employees shall contribute towards dental insurance in accordance with Tier 4, Chapter 78, P.L. 2011. Any member who reached the established maximum contribution on Tier 4 of Chapter 78 during the period of July 1, 2015 to June 2018, shall contribute 35% of the cost of the dental insurance premiums.

C. Pharmacy Plan

The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi-Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.

E. Extended Disability

1. Total Disability

"Total Disability" shall mean one which:

- a) results from bodily injuries or disease, and
- b) wholly prevents the employee 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.
- c) the employee 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 all full-time employees who are: (i) on an annual contractual arrangement with the South Brunswick School System; and (ii) have been employed in the District a minimum of the first day of the fifth year of employment. For purposes of determining eligibility for extended disability, years of employment in the District shall be calculated based on the number of years the individual has worked for the South Brunswick Board of Education (and not be limited to the number of years employed in the South Brunswick Administrators Association).
- b) Benefits shall not be available to any employee 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 employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d) Benefits to an employee whose services are to be terminated by a 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 termination provided that the employee 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) An employee becomes eligible for payment under this section:
  - (1) 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 employee is required to perform service, as provided in the annual contract.
  - (2) Ten-month (10-month) employees (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 50 percent (fifty percent) of the employee salary subject to the limitations of e. below, at the time disability began except that there shall be a \$3,000 (three thousand dollars) monthly limit on payments under this section.
- c) The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of

a month. The maximum number of months that benefits shall be payable is twelve (12).

- d) In no case shall benefits be payable concurrently with payments received by an employee for retirement under the Social Security Program or 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 employee shall be required to apply for such payments, if potentially eligible. Failure to qualify for either Workers' Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision.
- f) Once disability eligibility begins under this Article and if an employee is eligible for Social Security disability payments, his/her payments under this section shall not be further reduced by any cost-of-living increases under the Social Security Act.

## **ARTICLE 12** **ENROLLMENT PLAN**

Full-time tenured administrators who acquired tenure prior to July 1, 2015 shall be entitled to participate in the South Brunswick School District open enrollment policy, but only for children who were enrolled under this program and attended district schools prior to July 1, 2015. The administrator shall be required to pay 20 percent (twenty percent) tuition. Siblings of those children who were enrolled prior to July 1, 2015 may be enrolled effective July 1, 2015, and the administrator shall be required to pay 50 percent (fifty percent) tuition for the siblings enrolled after July 1, 2015. The schedule of payments shall be established by the District's business administrator. Administrators who acquire tenure on or after July 1, 2015 shall not be eligible to participate in this program.

## **ARTICLE 13** **WORK YEAR FOR ELEMENTARY SCHOOL ASSISTANT PRINCIPALS**

- A. All unit members shall be 12-month employees, with the exception of certain elementary school assistant principals.
- B. For elementary school assistant principals hired before July 1, 2022, the work year shall be 200 (two hundred) days. Days worked which are not days when school is in session shall be reported to the building principal. Days which are worked beyond the 200 (two hundred) as approved and budgeted by the Superintendent will be paid by voucher at the rate of 1/200 of the yearly salary. This is with the exception of 13.E. where applicable.

- C. Elementary school assistant principals hired on or after July 1, 2022, upon hire, will be assigned to either 200 (two hundred) days or 12-months, at the sole discretion of the Superintendent.
- D. Elementary school assistant principals shall attend the summer administrative workshop (one or two days). These days count towards the elementary school assistant principals' work year. Elementary school assistant principals shall attend district-wide administrative workshops during the school day.
- E. Elementary school assistant principals assigned a 200 (two hundred) day work year may have their work year adjusted to 12-months. For elementary school assistant principals to have their work year adjusted from 200 (two hundred ) days to a 12-month position, both the District and the unit member must mutually agree to a change to a 12-month position. Either the unit member or the District can request the position be moved from 200-days to 12-months. However, the change can only be made with mutual agreement. If an elementary school assistant principal's work year is adjusted from 200 (two hundred) days to 12-months, the unit member's salary will be increased by 10%.

#### **ARTICLE 14** **LEGALITY OF AGREEMENT**

This Agreement shall be binding upon the Board and the Association to the extent permitted under the laws of the State of New Jersey and the United States.

#### **ARTICLE 15** **DURATION OF AGREEMENT**

- F. Duration of the Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2027, subject to the Association's right to negotiate over a successor agreement as provided by the Negotiations Procedure of Article 5, with the understanding that the dates mentioned there refer to the year immediately preceding the expiration of this contract.
- G. It is understood such successor rights depend upon the continued certification of the Association as the exclusive bargaining agent for the South Brunswick School District unit set forth in Article 1, such continued certification being subject to the procedures established by the Public Employment Relations Commission of the State of New Jersey. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.



- F. Duration of the Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2027, subject to the Association's right to negotiate over a successor agreement as provided by the Negotiations Procedure of Article 5, with the understanding that the dates mentioned there refer to the year immediately preceding the expiration of this contract.
- G. It is understood such successor rights depend upon the continued certification of the Association as the exclusive bargaining agent for the South Brunswick School District unit set forth in Article 1, such continued certification being subject to the procedures established by the Public Employment Relations Commission of the State of New Jersey. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

**SOUTH BRUNSWICK BOARD OF EDUCATION**

Smitha Raj President

[Signature] Secretary

4/20/23 Date

**SOUTH BRUNSWICK ADMINISTRATORS' ASSOCIATION**

[Signature] President

Bonnie H. Z. Secretary

6/15/23 Date



## **APPENDIX 1**

The Board of Education unilaterally sets the salary of any new hire. The amount set by the Board must be at or above the minimum for the position established below.

### **SALARY MINIMUMS**

|         | High School Principal | Middle School Principal | Elementary Principal |
|---------|-----------------------|-------------------------|----------------------|
| 2022-23 | \$124,320             | \$116,032               | \$108,780            |
| 2023-24 | \$128,796             | \$120,209               | \$112,696            |
| 2024-25 | \$133,432             | \$124,537               | \$116,753            |
| 2025-26 | \$138,236             | \$129,020               | \$120,956            |
| 2026-27 | \$143,212             | \$133,665               | \$125,311            |

|         | High School Assistant Principal | Middle School Assistant Principal | 10 Month Elementary School Assistant Principal |
|---------|---------------------------------|-----------------------------------|------------------------------------------------|
| 2022-23 | \$104,843                       | \$101,424                         | \$94,276                                       |
| 2023-24 | \$108,618                       | \$105,076                         | \$97,670                                       |
| 2024-25 | \$112,528                       | \$108,858                         | \$101,186                                      |
| 2025-26 | \$116,579                       | \$112,777                         | \$104,829                                      |
| 2026-27 | \$120,776                       | \$116,837                         | \$108,603                                      |

## **APPENDIX 2**

These are the base salaries of the following unit members for the years shown. The base salaries of unit members on staff as of the ratification date of the Agreement are as follows:

### **BASE SALARIES**

| <b>Name (10/12)</b>         | <b>2022 – 2023</b> | <b>2023-2024</b> | <b>2024-2025</b> | <b>2025-2026</b> | <b>2026-2027</b> |
|-----------------------------|--------------------|------------------|------------------|------------------|------------------|
| Bynoe, Kimberly             | \$156,998.19       | \$162,650.12     | \$168,505.52     | \$174,571.72     | \$180,856.31     |
| Capes, Bonnie               | \$157,246.57       | \$162,907.44     | \$168,772.11     | \$174,847.91     | \$181,142.43     |
| Maccarone, Jamie            | \$129,714.78       | \$134,384.52     | \$139,222.36     | \$144,234.36     | \$149,426.80     |
| Mahoney, Jodi               | \$162,217.79       | \$168,057.63     | \$174,107.71     | \$180,375.58     | \$186,869.11     |
| Pemberton, Christi          | \$141,017.17       | \$146,093.79     | \$151,353.17     | \$156,801.88     | \$162,446.75     |
| Plummer, Megan              |                    | \$133,000.00     | \$137,788.00     | \$142,748.27     | \$147,887.31     |
| Rattien, Peter              | \$137,316.96       | \$142,260.37     | \$147,381.75     | \$152,687.49     | \$158,184.24     |
| Scheese, Michael            | \$130,536.00       | \$135,235.30     | \$140,103.77     | \$145,147.50     | \$150,372.81     |
| Ta, Stacey                  | \$133,262.53       | \$138,059.99     | \$143,030.15     | \$148,179.23     | \$153,513.68     |
| Varela, Peter               | \$191,209.73       | \$198,093.28     | \$205,224.64     | \$212,612.73     | \$220,266.79     |
| Vildostegui-Cerra, Cristina | \$132,652.55       | \$137,428.04     | \$142,375.45     | \$147,500.97     | \$152,811.00     |
| Berry, Margaret             | \$113,960.00       | \$118,062.56     | \$122,312.81     | \$126,716.07     | \$131,277.85     |
| Caravano, Emanuel           | \$122,250.03       | \$126,651.03     | \$131,210.47     | \$135,934.05     | \$140,827.67     |
| Cervino, Laura              | \$107,447.01       | \$111,346.18     | \$115,354.65     | \$119,507.41     | \$123,809.68     |
| Donato, Yoshi               | \$121,647.81       | \$126,027.14     | \$130,564.11     | \$135,264.42     | \$140,133.94     |
| Dubois, Allison             | \$124,171.42       | \$128,641.59     | \$133,272.69     | \$138,070.50     | \$143,041.04     |
| Hinson, Sondra              | \$155,357.91       | \$160,950.79     | \$166,745.02     | \$172,747.84     | \$178,966.76     |
| Kmiec, Mark                 | \$144,929.24       | \$150,146.69     | \$155,551.97     | \$161,151.85     | \$166,953.31     |
| Lombardi Sarah              | \$91,500.00        | \$94,794.00      | \$98,206.58      | \$101,742.02     | \$105,404.73     |
| Maharajh, Jaya              | \$96,348.00        | \$99,816.53      | \$103,409.92     | \$107,132.68     | \$110,989.46     |
| Mathews, Aju                | \$95,830.00        | \$99,279.88      | \$102,853.96     | \$106,556.70     | \$110,392.74     |
| McManus, Brian              | \$118,632.36       | \$122,903.12     | \$127,327.64     | \$131,911.43     | \$136,660.24     |
| Moreno, Vanessa             | \$104,843.20       | \$108,617.56     | \$112,527.79     | \$116,578.79     | \$120,775.62     |
| Riccardi, Mark              | \$113,949.44       | \$118,051.62     | \$122,301.48     | \$126,704.33     | \$131,265.69     |
| Rogol, Lisa                 | \$115,442.88       | \$119,598.82     | \$123,904.38     | \$128,364.94     | \$132,986.08     |
| Rumen Jeffrey               | \$109,505.20       | \$113,447.39     | \$117,531.49     | \$121,762.63     | \$126,146.08     |
| Talbot, Dominique           | \$105,323.97       | \$109,115.63     |                  |                  |                  |

**APPENDIX 3**  
**(Longevity)**

| <b><u>Number of<br/>Years Completed</u></b> | <b><u>Payment</u></b> |
|---------------------------------------------|-----------------------|
| 10                                          | \$1,100               |
| 15                                          | \$2,200               |
| 20                                          | \$2,600               |

For longevity purposes only, the number of years completed will be determined by counting the number of years as a member of SBAA plus one half ( $\frac{1}{2}$ ) of the number of years the individual has been employed as a certificated staff member in the South Brunswick School District. Longevity shall be defined as continuous years of service in this unit. Administrative approved leaves of absence (e.g. disability, child rearing, sabbatical, etc.) shall not constitute a break in service.

#### APPENDIX 4

Upon agreement between the parties, the below listed unit members shall be entitled to the payment of vacation days at their daily rate upon separation from the District. The unit member's daily rate shall be 1/260 of the unit member's salary at the time of separation. This payment shall be in addition to any other contractual payment including any payments set forth in Article 7 as well as in addition to the current year's vacation day allotment and any approved banked/carryover days separate from these identified vacation days listed below. The reason for this payment is because the below listed unit members were not permitted to take vacation leave during their first year of employment in the District. The payments set forth in this Appendix only shall apply to the below listed unit members. The parties further agree that this Appendix may not be used to establish precedent or past practice in any future proceeding of any type whatsoever and that it shall be inadmissible in any such proceeding, other than a proceeding to enforce or prove the existence of same.

|                             |           |
|-----------------------------|-----------|
| Kim Bynoe:                  | 22 days   |
| Bonnie Capes:               | 22 days   |
| Manny Caravano:             | 22 days   |
| Yoshi Donato:               | 22 days   |
| Sondra Hinson:              | 22 days   |
| Mark Kmiec:                 | 22 days   |
| Jodi Mahoney:               | 22 days   |
| Christi Pemberton:          | 18.5 days |
| Peter Rattien:              | 22 days   |
| Michael Scheese:            | 22 days   |
| Stacey Ta:                  | 22 days   |
| Peter Varela:               | 22 days   |
| Cristina Vildostegui-Cerra: | 22 days   |

AGREEMENT  
between the  
SOUTH BRUNSWICK BOARD OF EDUCATION  
and the  
SOUTH BRUNSWICK ASSOCIATION OF  
BEHAVIOR TECHNICIANS

July 1, 2023 through June 30, 2027



## Table of Contents

If using an electronic version of this document, click the article to be taken directly to the appropriate page.

|                                                                                |           |
|--------------------------------------------------------------------------------|-----------|
| <b>PREAMBLE .....</b>                                                          | <b>3</b>  |
| <b>WITNESSETH.....</b>                                                         | <b>3</b>  |
| <b>ARTICLE 1 RECOGNITION .....</b>                                             | <b>3</b>  |
| <b>ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT .....</b>                      | <b>3</b>  |
| <b>ARTICLE 3 EMPLOYEE RIGHTS AND PRIVILEGES .....</b>                          | <b>4</b>  |
| <b>ARTICLE 4 GRIEVANCE PROCEDURE .....</b>                                     | <b>5</b>  |
| <b>ARTICLE 5 RIGHTS OF EMPLOYEES .....</b>                                     | <b>8</b>  |
| <b>ARTICLE 6 ASSOCIATION RIGHTS AND PRIVILEGES .....</b>                       | <b>8</b>  |
| <b>ARTICLE 7 SENIORITY &amp; JOB SECURITY .....</b>                            | <b>9</b>  |
| <b>ARTICLE 8 EMPLOYMENT PROCEDURES.....</b>                                    | <b>10</b> |
| <b>ARTICLE 9 JOB POSTING PROCEDURES .....</b>                                  | <b>11</b> |
| <b>ARTICLE 10 VOLUNTARY &amp; INVOLUNTARY TRANSFERS AND REASSIGNMENTS.....</b> | <b>11</b> |
| <b>ARTICLE 11 PERSONNEL FILE .....</b>                                         | <b>11</b> |
| <b>ARTICLE 12 WORK YEAR .....</b>                                              | <b>12</b> |
| <b>ARTICLE 13 WORK DAY.....</b>                                                | <b>12</b> |
| <b>ARTICLE 14 SICK LEAVE.....</b>                                              | <b>14</b> |
| <b>ARTICLE 15 TEMPORARY LEAVES OF ABSENCE .....</b>                            | <b>14</b> |
| <b>ARTICLE 16 EXTENDED LEAVES OF ABSENCE.....</b>                              | <b>16</b> |
| <b>ARTICLE 17 HEALTH BENEFITS .....</b>                                        | <b>19</b> |
| <b>ARTICLE 18 EVALUATION .....</b>                                             | <b>21</b> |
| <b>ARTICLE 19 FULLY BARGAINED PROVISIONS.....</b>                              | <b>21</b> |
| <b>ARTICLE 20 SEPARABILITY .....</b>                                           | <b>21</b> |
| <b>ARTICLE 21 MANAGEMENT RIGHTS.....</b>                                       | <b>22</b> |
| <b>ARTICLE 22 WORK CONTINUITY CLAUSE .....</b>                                 | <b>22</b> |
| <b>ARTICLE 23 MISCELLANEOUS PROVISIONS.....</b>                                | <b>22</b> |
| <b>ARTICLE 24 COMPENSATION .....</b>                                           | <b>23</b> |
| <b>ARTICLE 25 DURATION OF AGREEMENT .....</b>                                  | <b>25</b> |
| <b>APPENDIX 1 SALARY GUIDES, DIFFERENTIALS &amp; LONGEVITY .....</b>           | <b>27</b> |

## **PREAMBLE**

The Agreement entered into this 1st day of July 2023 by and between the South Brunswick Board of Education, hereinafter called the "Board," and the South Brunswick Association of Behavior Technicians, hereinafter called the "Association."

## **WITNESSETH**

WHEREAS, the Board and Association have an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

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

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

## **ARTICLE 1 RECOGNITION**

- A. The South Brunswick Board of Education (hereinafter referred to as the "Board") hereby recognizes the South Brunswick Association of Behavior Technicians (hereinafter referred to as the "Association") as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all contracted behavioral personnel, including employees on leave, on a per diem basis, employed, or to be employed by the Board, but excluding Substitutes, Administrators, Bus Drivers, Computer Technicians, Custodians, Foremen, Head Custodians, Maintenance, Secretaries, and Teachers.
- B. Except when modified by an article or sub-article heading, the term "employees" is defined as all unit members.

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

- A. The Board and the Association recognize their mutual obligation under Chapter 123, Public Laws 1974, to negotiate in good faith concerning terms and conditions of employment. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the South Brunswick Association of Behavior Technicians before they are established.
- B. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, and as amended and inclusive of Chapter 123 of Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall conform to the

guidelines provided by the Public Employment Relations Commission ("PERC") concerning dates for commencement of negotiations. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and signed by the Board and the Association.

- C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any terms and conditions of employment of behavior technicians existing prior to its effective date.
- D. The Negotiation Committee of the Board of Education has full authority to negotiate with the representatives of the South Brunswick Association of Behavior Technicians with the full understanding that the Board cannot be bound until action is taken by the full Board.

The Negotiation Committee of the South Brunswick Association of Behavior Technicians has full authority to negotiate with the representatives of the Board of Education with the full understanding that the Association cannot be bound until action is taken by the full Association.

- E. In the event that any portion of this Agreement is ruled invalid by reason of laws enacted by the State or National Government, or by judicial decision, or by any ruling of the State Department of Education, or of PERC, then only the portion struck down shall be invalidated. All other agreement provisions shall remain in force.
- F. If there is a discrepancy between this Agreement and the Agreement issued to any individual employee, this agreement shall take precedence.
- G. Whenever members of the bargaining unit are mutually scheduled by the parties here to participate during working hours in conferences, meetings, grievance proceedings, or in negotiations respecting the collective bargaining Agreement, they will suffer no loss in pay.
- H. 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.
- I. This Agreement embodies the entire mutually developed understanding between the parties on all matters which were or could have been the subject of negotiations. Neither party shall be required to negotiate concerning any other matter during the term of this Agreement.

### **ARTICLE 3**

#### **EMPLOYEE RIGHTS AND PRIVILEGES**

- A. If an employee is required to meet with an administrator concerning any matter that could adversely affect his/her employment, prior notice shall be given to the

employee when possible. The administrator shall inform the employee of his/her right to bring a representative of the Association.

- B. Criticism of an employee's performance by a supervisor, administrator, or Board member shall be made in confidence and not in the presence of students, staff, co-workers, or the public, unless the district's obligation for student and/or staff safety require otherwise.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A grievance shall mean a complaint by a behavior technician that there has been a violation, misinterpretation, misapplication of terms of this contract, administrative decisions and violation of policies. Grievances affecting administrative decisions and violation of policies shall not be submitted to arbitration.
2. As used in this definition, the term behavior technician shall also mean a group of behavior technicians having the same grievance.

### **B. Rights of the Aggrieved**

Any individual behavior technician represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. The aggrieved shall have the right to present his/her own appeal, or to designate a representative of the Association, or other persons of his/her own choosing, to appear with him/her in the grievance procedure. The aggrieved may only represent himself/herself through Level 2 of the process without Association representation. Whenever he/she chooses to have other persons to appear with him/her, the Association shall have the option of being present and have the right to speak.

### **C. Grievance Notification**

The Association will be notified of all grievances in advance of any grievance meetings in which any behavior technicians represented by the Association are involved.

### **D. Procedure**

1. A behavior technician with a grievance shall first discuss it with the school principal\* within 30 (thirty) calendar days of its occurrence with the object of resolving the matter informally.

*\*Wherever the word "principal" is listed, it shall also mean Administrator in Charge of Program.*

2. Level 1

If, as a result of the discussion, the matter is not resolved to the satisfaction of the behavior technician within five (5) workdays, he/she shall set forth his/her complaint in writing to the school principal or administrator in charge of program. The written grievance shall specify:

- (1) the specific provision(s) of the contract alleged to have been violated; the nature and extent of the injury or loss;
- (2) the remedy sought;
- (3) the result of the previous discussion as noted in Article 3.D.1;
- (4) his/her dissatisfaction with the decision previously rendered by the principal as noted in Article 3.D.1.

The principal or administrator in charge of program shall communicate his/her decision to the behavior technician in writing within five (5) workdays of receipt of the written complaint.

If a grievance is filed within 5 days of the last day of school, the principal or administrator will have an additional 10 business days to communicate their decision. This same time allotment will be in place for each level of the grievance process. Further, if a grievance is filed after the last day of school and/or during the summer recess, the principal or administrator will have 15 business days to communicate the decision.

3. Level 2

The behavior technician may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) workdays of the principal's response and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and, upon request, with the behavior technician or principal separately. He/she shall attempt to resolve the matter as quickly as possible but within a period of ten (10) workdays. The Superintendent shall communicate his decision in writing to the behavior technician and the principal or administrator in charge of program.



4. Level 3

If the grievance is not resolved to the behavior technician's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing within five (5) workdays of the Superintendent's response. The Superintendent shall forward the request to the Board and shall attach all related correspondence. The Board shall review the grievance and, at its option, hold a hearing with the employee, and render a decision in writing within 30 (thirty) workdays of receipt of the request. In the event that the Board chooses to hold a hearing, the Board may create a grievance hearing committee, which shall have the right and authority to hear testimony and receive evidence and render a decision as though the full Board heard the evidence.

5. Level 4

If the grievance is still not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, the grievance may be submitted to the Public Employment Relations Commission (P.E.R.C.) for arbitration by a written notice to the Board within ten (10) workdays following receipt of the Board's decision. The arbitrator shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his decision not later than 20 (twenty) calendar days from the close of the hearings, or if oral hearings have been waived, then from the date the issues are submitted to him/her.

6. Arbitrator

- a. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- b. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- c. The arbitrator shall be without power to add or subtract from the Agreement.
- d. The arbitrator shall first rule on the arbitrability of any matter presented to him/her.
- e. The arbitrator shall make a ruling on the matters properly presented to the arbitrator by the parties.

- f. The arbitrator shall rule in accordance with the rules and regulations of the P.E.R.C.
  - g. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- 7. The arbitrator's fee shall be shared equally by the Board and the Association.

## **ARTICLE 5 RIGHTS OF EMPLOYEES**

- A. Pursuant to NJSA 34:13A-1 et seq., the Board agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1 et seq., or other laws of New Jersey, or of the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in Association activities, collective negotiations, or his/her institution of any grievance, complaint, or proceedings under his/her Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, or reduced in rank without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Any employee suspended pending charges shall be with pay. However, nothing set forth herein shall impact the Board's ability or discretion to terminate or non-renew an employee.

## **ARTICLE 6 ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Information to Association – Upon request, the Board shall provide the Association with all information including but not limited to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement.
- B. Release Time for Association Business  

Whenever any Representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, hearings, conferences, and/ or meetings, he shall suffer no loss in pay.
- C. Association President  

The Association President and/or designee(s) designated by the Association President shall be given three (3) days paid leave for Association business each year.
- D. Workplace Democracy Enhancement Act  

The parties agree to comply with the provisions set forth in the New Jersey Workplace Democracy Enhancement Act, P.L.2018, c.15.

## **ARTICLE 7 SENIORITY & JOB SECURITY**

- A. Seniority
  - 1. Seniority shall be defined as continuous service in the school district without regard to time spent in a bargaining unit.
  - 2. Employees do not earn any seniority rights until they have completed either: (1) four consecutive calendar years as a behavior technician in the District; or (2) four consecutive academic years as a behavior technician in the District, together with employment at the beginning of the next succeeding academic year.
  - 3. Seniority rights only are applicable during a reduction-in-force. Seniority shall not apply to employees who have been non-renewed.
- B. Reduction in Force
  - 1. A seniority list shall be provided to the Association by November 1 annually and at the time of a contemplated Reduction in Force (RIF).
  - 2. Any reduction of positions shall be accomplished in the following manner:
    - a. Employees shall exercise their total employment seniority to replace

a less senior employee.

- b. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district. Thus, employees only shall retain their seniority should their separation from employment be due to a reduction in force.

## **ARTICLE 8 EMPLOYMENT PROCEDURES**

### **A. Salary Guide Credit Upon Initial Employment**

1. Full credit on the salary schedule may be given for previous job-related experience upon initial employment. Behavior technicians may receive additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System. Credit on the salary schedule, for all employees shall not exceed four (4) years for Peace Corps, VISTA, Americorps, Teach America, or other such government-sanctioned programs.

### **B. Notification of Contract and Salary**

1. On or before May 15, the Board shall provide to each employee either:
  - a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
  - b. written notice that such employment shall not be offered.
2. Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

### **C. Employees shall be given written notice of changes in their assignment and building for the forthcoming school year as soon as reasonably possible. The Board shall endeavor to provide, at a minimum, tentative assignment for the forthcoming school year not later than August 15. Behavior technicians assignments may be modified, at any time, throughout the school year based on the needs of the District.**

### **D. Termination**

Any employee resigning from his/her position shall give thirty (30) days' notice.

## **ARTICLE 9**

### **JOB POSTING PROCEDURES**

A. All district and unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A notice shall be posted at each worksite and on the employer's web site as far in advance as practicable, but no less than five (5) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association and emailed to each employee at the time of posting.
2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or designee within the time limit specified in the notice, and the Superintendent or designee shall acknowledge promptly in writing the receipt of all such applications.
3. The qualifications for any vacancy position, its duties, and the rate of compensation shall be clearly set forth.

## **ARTICLE 10**

### **VOLUNTARY & INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Employees who desire to transfer to another worksite or seek a reassignment may file a written statement of such desire with the Superintendent or designee. Such statement shall include the worksite or worksites to which he desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 1.
- B. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent or designee shall meet with the employee. The employee may have an Association Representative(s) present at such meeting.
- C. A list of open positions in the district shall be made available to all employees being involuntarily transferred or reassigned. Said employees may request the positions, in order of preference, to which they desire to be transferred.
- D. Nothing set forth herein shall limit or restrict the District's ability to transfer or reassign behavioral technicians. The decision of the superintendent shall be final and not subject to the grievance procedure.

## **ARTICLE 11**

## **PERSONNEL FILE**

- A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.
- B. A behavior technician has the right, upon request, to review the contents of his/her personnel file in the presence of the Superintendent or designee.

## **ARTICLE 12 WORK YEAR**

- A. Behavior Technicians employed on a ten-month (10-month) contract shall be required to work a maximum of 182 days between September 1st and June 30th of the appropriate school year.
- B. Behavior Technicians may be required to attend two (2) orientation/professional development days prior to the arrival of students, the (2) days being the same as the Teachers. These days are inclusive of the maximum in paragraph A. above.
- C. Behavior technicians newly employed may be required to work two (2) additional orientation/professional development days prior to the opening of school. These behavior technicians shall receive written notice at the time of hire, or by June 30, whichever is later, as to when this day will occur. The Association will be notified in writing of the scheduling of this day and will be provided with a half-hour of time to meet with the behavior technicians on this day.
- D. Second-year (2nd year) behavior technicians may be required to attend a one (1) day orientation/professional development day prior to the arrival of the balance of the behavior technicians staff. All such days shall not be student contact days.
- E. Behavior technicians hired after August 22<sup>nd</sup> or who are otherwise unable to attend the additional orientation/professional development prior to the opening of school, as required in subsection C, shall be required to: 1. attend the two (2) additional orientation /professional development days prior to their second-year, and 2. shall be required to attend the one (1) day orientation/professional development day, as required in subsection D, prior to their third year.
- F. The Association shall have input into the offerings of any professional development days.

## **ARTICLE 13**



## WORK DAY

- A. Each building principal shall notify Behavior Technicians no later than September 1st of each school year the "sign-in" and "sign-out" procedures to be used during that school year. Behavior Technicians shall indicate their arrival using the mechanism put into place by the building principal. Behavior Technicians who leave prior to the end of the school day shall also, at the time of departure, indicate their departure using the mechanism put into place by the building principal.
- B. Behavior Technicians shall be permitted to leave once their assigned student is on the school bus, pick up by their parent/guardian, or at an afterschool or extracurricular activity. If a Behavior Technician is required to stay more than 15 minutes beyond the student's day, they shall be compensated at their hourly rate.
- C. During the school year, the Behaviors Technician's workday shall be 7 consecutive hours inclusive of a 30-minute duty-free lunch period wherein the employee may leave the building.
- D. Behavior Technicians shall be issued an electronic device from the district suitable for the purposes of student data collection, graphing, or notes
- E. Behavior Technicians shall be provided, as soon as practicable, with the following information when being asked to cover and/or move to another class/school to assist a different student than they are assigned..
  - 1. Name of the school and/ or class
  - 2. Students name that they will be assigned to that day.
  - 3. Student Behavior Intervention plan (BIP) or Behavior Support Plan (BSP), when applicable.
  - 4. Behaviorist name and contact information that is assigned to the student, when applicable
- F. Travel Time
  - 1. Schedules of behavior technicians who are assigned to more than one (1) school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of interschool travel. Such employees shall be notified of any changes in their schedules as soon as practicable.
  - 2. Behavior technicians 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 behavior technicians who are assigned to more than one (1) school shall be exclusive of lunch and preparation/break 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             |

## **ARTICLE 14 SICK LEAVE**

- A. Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury or because the employee has been excluded from school by the School District's medical authorities because of a quarantine for such disease in the employee's immediate household.
- B. Behavior Technicians shall be allowed ten (10) days leave in any one year for illness or injury. Such leave defined as absences from duty due to illness or injury shall be subject to verification of a physician. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. From their accumulated sick leave days, employees may use two (2) days as family illness days each school year with prior approval.
- C. Bargaining unit members newly employed after September 1<sup>st</sup> 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 work year. Any portion of a month shall be considered as a full month.
- D. All employees shall be given an accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.
- 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 unused family illness days shall be converted to the employee's accumulated sick leave.
- F. Unit members who retire from the District shall be compensated for all accumulated sick leave. This compensation shall be at the rate of \$40 per accumulated sick leave day. "Retirement" is defined as establishing eligibility to receive retirement benefits under the P.E.R.S. system.

## **ARTICLE 15**

## **TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall be entitled to the following temporary leaves of absence with full pay each school year.
- B. Those behavior technicians called for jury duty shall be paid at their regular rate less compensated fees for jury duty.
- C. Time necessary for appearances in any legal proceedings connected with the behavior technician's employment or with the school system, except in those instances where the behavior technician is a defendant and the School Board is the plaintiff and cases where the behavior technician is a plaintiff and the School Board is a defendant.
- D. Bereavement
  - 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 behavior technician, parents, grandparents of behavior technician or spouse, other family members for whom the behavior technician is legally responsible, 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 an aunt, uncle, niece, nephew, grandchild, brother-in-law, or sister-in-law.
  - 3. Leaves taken pursuant to subsection D. above shall be in addition to any sick leave to which the employee is entitled.
- E. Personal Leave
  - 1. Three (3) personal days per year or six (6) half days.
  - 2. Unused personal leave days for each year shall be converted to sick days and added to the behavior technicians'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.
  - 3. The employee requesting personal leave shall inform the administrator at least 24 (twenty-four) hours before the intended usage, except under emergency situations.
  - 4. For leave purposes, "one-half (1/2) day" is defined as one half (1/2) of the scheduled work hours for the specific employee. If leave is taken for more than a one-half (1/2) day, a full day of leave is charged. If leave is for a one-half (1/2) day or less, a half day of leave is charged.

5. The allotment of personal days for newly-hired behavior technicians shall be provided in the following manner: behavior technicians hired to begin their employment between September 1 and October 15 will be allotted three (3) personal days; behavior technicians hired to begin their employment between October 16 and December 1 will be allotted two-and-one-half (2.5) personal days; behavior technicians hired to begin their employment between December 2 and January 15 will be allotted two (2) personal days; behavior technicians hired to begin their employment between January 16 and March 1 will be allotted one-and-one-half (1.5) personal days; behavior technicians hired to begin their employment between March 2 and April 15 will be allotted one (1) personal day; behavior technicians hired to begin employment after April 15 will not be allotted any personal days for that school year.

F. Absences During Working Days

1. Behavior technicians 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.

## **ARTICLE 16 EXTENDED LEAVES OF ABSENCE**

A. Extended Leaves of Absence

1. A leave of absence shall be granted to behavior technicians for military service in accordance with New Jersey Statutes.
2. An employee 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 behavior technician 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 behavior technician to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to behavior technicians for the balance of the school year (concluding June 30th) in which the child is born.
4. Any behavior technician 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 behavior technician 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.

5. Nothing herein shall prevent the behavior technician and the Board from agreeing that a behavior technician 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.
6. Upon return from a child-rearing leave, all benefits to which the behavior technician was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend to reinstitution of the percentage level under dental insurance unless the behavior technician 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.

C. Disability Leave

1. Total Disability

"Total disability" shall mean a disability resulting from bodily injuries or disease, which wholly prevents the behavior technician 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 behavior technician 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. Eligibility for any disability benefit begins once a member completes four (4) years of service in the district.

Extended total disability benefits shall be payable to behavior technicians who work full 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 behavior technician 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 behavior technician who submits his/her resignation in writing prior to start of his total disability.
- d. Benefits to a behavior technician 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 behavior technician 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 behavior technician 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 behavior technician is required to perform service, as provided in the annual contract.
  - (2) Ten-month (10-month) behavior technicians (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 50 percent (fifty percent) of behavior technician salary subject to the limitations of e. below, at the time disability began except that there shall be a \$2,500 monthly limit on payments to full-time employees under this Section.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a behavior technician by four (4). Benefits also shall be payable for a portion of a month. Benefits shall only be payable for a maximum of one (1) full school years (10 months).
- d. In no case shall benefits be payable concurrently with payments received by a behavior technician for retirement under any state employees' or behavior technicians' pension plan.



- e. Benefits under this program shall be reduced by the amount of any Workers' Compensation payments, Sick Leave Bank payouts, and by disability payments under Social Security. The behavior technician shall be required to apply for such payments, if potentially eligible.
  - f. Once disability eligibility begins under this Article and if a behavior technician 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 behavior technician of the South Brunswick School System, unless employed for more than four (4) 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 or Sick Leave Bank.
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 behavior technician.
  - 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 behavior technician has fewer accumulated sick leave days than can cover the alternative waiting period, 30 (thirty) calendar days, whichever is longer.

## **ARTICLE 17**

### **HEALTH BENEFITS**

- A. During the terms of this Agreement, all eligible employees and their eligible dependents will receive the following benefits:

1. Medical Coverage: Employees may choose any of the available plans; however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan. Any employee who is enrolled in Direct 15 shall pay the difference between that option and the Direct Access 20/30 plan premium.
2. The Board shall pay the full cost of the dental plan both single/family for all employees. No cost shall be borne by the employee as long as Chapter 78 applies. The employee shall have a \$25 (twenty-five dollars) deductible. The plan maximum shall be \$1,250 (one thousand two hundred fifty dollars) for the Premier plan and \$1,500 (one thousand five hundred dollars) for the PPO plan.

Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.

3. Prescription Plan: The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi- Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.
4. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district. This payment shall be paid in one payment on July 15th.
5. Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.
6. Employees enrolled in the Direct Access 20/30 Plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 Plan, and who maintain the same level of benefits (i.e. single, family, etc.), shall contribute towards health insurance a percentage of their salary, which shall be as calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{2020-21 Salary}} = \text{Contribution percentage}$$

7. Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute 5.5% of salary toward health benefits.

## **ARTICLE 18 EVALUATION**

- A. The Board shall ensure that Behavior Technicians who hold a Register Behavior Technician certificate, or who are required to be certified by the Board, meet their maintenance requirements as per the Behavior Analyst Certification Board.
- B. Formal evaluation performed for the purpose of recommendation, retention, or improvement shall be conducted only by administrators and/or immediate supervisors.
- C. All evaluation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- D. An employee shall be given a copy of their annual evaluation by his/her evaluator(s) followed by a conference. The conference shall be scheduled at a mutually convenient time during the contracted day.
- E. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
- F. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.

## **ARTICLE 19 FULLY BARGAINED PROVISIONS**

- A. This Agreement incorporates the entire understanding of the parties on all matters that 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 parties at the time they negotiated or executed this agreement, except as required by Chapter 123, Public Laws 1974.
- B. 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 20 SEPARABILITY**

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

## **ARTICLE 21 MANAGEMENT RIGHTS**

- 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 employees 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 position 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 (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 22 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 concerted action, the result of which is a concerted effort or an individual effort by an employee or a group of employees to withhold an employee's or group of employees' services from the Board.
- B. The Board agrees that for the life of this Agreement, there will be no lock-out of employees or the Association.

## **ARTICLE 23 MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be construed as Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full

force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest and consistent with the provisions of Chapter 123, Public Law 1974.

- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be provided electronically within 30 (thirty) days after the Agreement is signed and presented to all employees now employed or hereinafter employed.
- D. 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 electronically or by registered letter at the following addresses:
  - 1. If by the Association, to Board:  
South Brunswick Board of Education  
PO Box 181  
Monmouth Junction, NJ 08852
  - 2. If by the Board, to Association:  
President at the appropriate building or to the home of President during school recess periods.

## **ARTICLE 24 COMPENSATION**

### **A. Salary Guides**

In order to receive incremental movement on the salary guide, an employee must have been in a pay status for at least 92 days of the scheduled workdays during the previous school year. Pay status is defined as all days the employee worked or was on a paid leave of absence.

### **B. Workshops**

Behavior technicians who are required to attend training workshops shall be compensated at their hourly rate.

### **C. Mileage Reimbursement**

Any employee who uses his/her personal vehicle for any school-related business will be reimbursed by the Board at the State rate per mile (i.e. the allowable

mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circular), unless there is a final determination or a state regulation that determines that the district shall pay at the IRS rate.

- D. All unit members shall be paid through a direct deposit system established by the Administration.
- E. Behavior technicians' salary shall be formulated in Appendix 1.
- F. The Board shall reimburse behavior technicians for the cost of obtaining and renewing the RBT certification.
- G. Tuition Reimbursement

Behavior technicians who have worked in the District as a behavior technician for a minimum of four years and who take graduate level courses directly related to their assignment, shall be eligible to receive reimbursement for the costs associated with the enrollment according to the following provisions:

1. A per behavior technician limit of \$750 per year  
  
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 behavior technicians who have worked in the District for greater than four years.
3. Behavior technician 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.
4. The Superintendent or designee 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.
5. In order to be eligible for reimbursement, a grade of "B" or better must be earned, and the behavior technician must present the district with proof of enrollment, proof of payment, and proof of grade.
6. Grade verification must be supplied to the district no later than June 20th. Reimbursement shall be made by August 1st.

7. Behavior technicians, 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 behavior technician has been reduced in force.
8. A behavior technician who receives tuition reimbursement and who then leaves the district's employment within one year of the tuition reimbursement, except in a retirement situation, a separation due to disability, or a reduction in force, shall reimburse the district the full cost of the reimbursement amount prior to departure. This amount may be withheld from the last paycheck of the departing behavior technician.

H. Summer Employment

Behavior technicians employed after the last day of school in June through August 31st shall be paid at their hourly rate.

I. Chaperoning

Behavior technicians who chaperone or supervise students involved in either a participatory or a performance activity out of the building and off school grounds shall be compensated on a per event basis as follows:

|                |       |
|----------------|-------|
| Up to 2 hours: | \$50  |
| 3-4 hours:     | \$70  |
| 5+ hours:      | \$90  |
| Overnight:     | \$125 |

J. Home Instruction

Behavior technicians shall be paid for approved home instruction at their hourly rate.

## **ARTICLE 25 DURATION OF AGREEMENT**

This Agreement shall take effect July 1, 2023, and shall continue in full force and effect through June 30, 2027, 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.

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

Vile- Smitha Ray  
President  
[Signature]  
Secretary  
6/13/23  
Date

SOUTH BRUNSWICK ASSOCIATION  
OF BEHAVIOR TECHNICIANS

Megan Turner-Luginston  
President  
Caitlyn Tomari  
Secretary  
6/19/23  
Date

## **APPENDIX 1 SALARY GUIDES, DIFFERENTIALS & LONGEVITY**

### **SALARY GUIDE**

| Year        | 2023-24  | 2024-25  | 2025-26  | 2026-27  |
|-------------|----------|----------|----------|----------|
| Base Salary | \$37,000 | \$38,500 | \$40,000 | \$41,250 |

For the purposes of the 2023 – 2027 Agreement only, any behavior technician who currently earns more than the base salary plus any listed differentials, but excluding longevity, shall receive an increase from their previous year's base salary, including differentials, but excluding longevity. For 2026-27, all BTs shall be on guide.

|                 |                 |                 |                    |
|-----------------|-----------------|-----------------|--------------------|
| 2023-24 – 2.50% | 2024-25 – 2.00% | 2025-26 – 2.00% | 2026-27 – on guide |
|-----------------|-----------------|-----------------|--------------------|

. This language shall be removed from the agreement on June 30, 2027.

### **DIFFERENTIALS**

| Differential      | Amount |
|-------------------|--------|
| RBT Certification | \$400  |
| Master's Degree   | \$600  |

- a. Differentials shall be included in the behavior technicians' base salary and considered pensionable.
- b. Differentials shall be payable in the first payroll following receipt of the certification or proof of degree earned by the Board office.

### **LONGEVITY**

| Years in District | Amount  |
|-------------------|---------|
| 10 - 14 Years     | \$500   |
| 15 - 19 Years     | \$1,000 |
| 20+ Years         | \$1,500 |

- a. The amounts in the table above are not cumulative
- b. Longevity eligibility is based on years of service as a behavior technician in the district.
- c. Longevity shall be defined as continuous years of service in this unit. Administrative approved leaves of absence (e.g. disability, child rearing, sabbatical, etc.) shall not constitute a break in service.
- d. Longevity adjustment shall begin on the September 1<sup>st</sup> after completion of the anniversary date.

AGREEMENT  
between  
SOUTH BRUNSWICK BOARD OF EDUCATION  
and  
SOUTH BRUNSWICK ASSOCIATION OF  
EDUCATIONAL SECRETARIES

July 1, 2022- June 30, 2027

## **TABLE OF CONTENTS**

\*\*If viewing this contract electronically, click on the article name to be taken directly to the corresponding page.

|                                                         |    |
|---------------------------------------------------------|----|
| PREAMBLE .....                                          | 2  |
| RESOLUTIONS .....                                       | 2  |
| ARTICLE 1 RECOGNITION .....                             | 2  |
| ARTICLE 2 NEGOTIATIONS OF SUCCESSOR AGREEMENTS .....    | 2  |
| ARTICLE 3 RIGHTS OF THE BOARD .....                     | 3  |
| ARTICLE 4 ASSOCIATION RIGHTS AND PRIVILEGES .....       | 4  |
| ARTICLE 5 GRIEVANCE PROCEDURE .....                     | 5  |
| ARTICLE 6 WORK DAYS AND YEAR .....                      | 7  |
| ARTICLE 7 SALARY .....                                  | 8  |
| ARTICLE 8 VACANCIES AND NEW POSITIONS .....             | 10 |
| ARTICLE 9 TRANSFER AND REASSIGNMENT .....               | 10 |
| ARTICLE 10 SICK LEAVE .....                             | 11 |
| ARTICLE 11 TEMPORARY LEAVES OF ABSENCE .....            | 12 |
| ARTICLE 12 EXTENDED LEAVES OF ABSENCE .....             | 13 |
| ARTICLE 13 VACATIONS AND HOLIDAYS .....                 | 16 |
| ARTICLE 14 HEALTH BENEFITS .....                        | 18 |
| ARTICLE 15 PAYROLL DEDUCTION .....                      | 19 |
| ARTICLE 16 PROTECTION OF SECRETARIES AND PROPERTY ..... | 19 |
| ARTICLE 17 SECRETARY EVALUATION .....                   | 20 |
| ARTICLE 18 MISCELLANEOUS PROVISIONS .....               | 20 |
| ARTICLE 19 SEPARABILITY .....                           | 24 |
| ARTICLE 20 WORK CONTINUITY CLAUSE .....                 | 24 |
| ARTICLE 21 DURATION .....                               | 24 |
| APPENDIX A SECRETARY SALARY SCHEDULE .....              | 26 |
| Appendix B REGISTERED NURSE GUIDE .....                 | 27 |
| Appendix C LONGEVITY & OTHER SALARY PROVISIONS .....    | 27 |

## **PREAMBLE**

This document constitutes an Agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth and the South Brunswick Association of Educational Secretaries, South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1st day of July, 2022.

## **RESOLUTIONS**

WHEREAS, the Board of Education and the South Brunswick Association of Educational Secretaries have negotiated in good faith in accordance with the New Jersey, Employer-Employee Relations Act, Chapter 123, Public Laws of 1974, and

WHEREAS, the Board and the Association have reached agreement on items contained in the attached agreement,

NOW THEREFORE, be it resolved that the Board of Education hereby adopts this Agreement effective July 1, 2022.

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

- A. The Board recognizes that all employees of the South Brunswick Schools have the right to contribute to, affiliate with or create employee associations for the purpose of participating with the Board in negotiations in keeping with Chapter 123, Public Laws of 1974, within the framework described by said law.
- B. The South Brunswick Association of Educational Secretaries has proven to the Board that they have obtained majority status. The South Brunswick Association of Educational Secretaries is the exclusive representative in collective negotiations concerning the terms and conditions of employment for all contracted secretaries, bookkeepers, receptionists, nurse/secretary, non-certificated registered nurses, and any other office personnel, with the same community of interest employed or to be employed by the Board except the Secretary to the Superintendent of Schools, Secretary to Board Secretary, Secretary for Personnel and the Power School Coordinating Secretary.
- C. The term "Secretary," unless otherwise stated, shall henceforth mean all employees in the negotiating unit defined in Paragraph B. above.

## **ARTICLE 2** **NEGOTIATIONS OF SUCCESSOR AGREEMENTS**

- A. The parties agree to enter into collective negotiations over a successor

Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach Agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin no later than the date set by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all secretaries. 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 negotiation shall have 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. Upon reasonable request, the Association shall have access to information within the public domain relating to the school district's financial resources.
- E. Impasse shall be considered to have occurred when the Board and/or the Association declare it has occurred.
- F. The only information released to the general public concerning negotiations will consist of a joint press release, or, in the event that the parties are unable to agree on wording, a joint press release stating that "no progress has been made." This shall be binding upon both parties up to a fact-finder's report.
- G. 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 employees to 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 administrative or supervisory organization of the district or for other good cause;
  - 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.
- B. It is understood by all parties that under the rulings of the courts of New Jersey, the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted to it by law.

## **ARTICLE 4**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information in the public domain.
- B. The Board agrees that the Association shall have access to all available information concerning the financial resources of the district, together with the 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 full work weeks from the date of the Association request.
- C. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, grievance meetings, he/she shall suffer no loss of pay.
- D. The Association and its representatives may be permitted to use school buildings, at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- E. The Association and its representatives may be permitted to use school facilities and office equipment upon prior notice and approval by the building principal, at reasonable times, when such equipment is not otherwise in use. The Association will pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- F. The Association may be permitted the reasonable use of the inter-school mail facilities and mail boxes.
- G. In the event that a secretary is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the secretary in his/her position of employment, or could affect his/her terms and conditions of employment, then the secretary shall be given prior written notice stating the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such a meeting.
- H. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to

submit a written answer to such material, and said answer shall be attached to the file copy.

- I. The Board and the Association agree to follow the terms of the Workplace Democracy Enhancement Act (WDEA).

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### A. Definition

A "grievance" shall constitute an allegation by the secretary(ies) that there has been a violation, misinterpretation, or misapplication of the Agreement or an administrative decision which has adversely affected the terms and conditions of employment of the party(ies).

#### 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 the Agreement.

#### C. Rights of the Aggrieved

Any individual secretary represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or to designate a representative of the Association, or other persons of his/her own choosing to appear with him/her at any step in the grievance procedure. Whenever he/she chooses to have other persons to appear with him/her, the Association will have the option of being present. The administration shall notify the Association of the date and the time of the meeting. No grievance shall be considered resolved without the approval of the Association. Only the Association shall process grievances through arbitration.

- D. In the event that the grievance is filed near of the end of the school year, and the time limits extend beyond the school year, the number of work days shall become calendar days. The following exception applies: if the principal or appropriate administrative agent is on vacation when the grievance comes to his or her level, the time schedule shall begin with his/her return unless he/she has designated another administrator to handle the grievance.

#### E. Procedure

##### 1. Level 1

A secretary with a grievance shall first discuss it with his/her supervisor within thirty (30) calendar days of its occurrence. If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five working (5) days, he/she shall set forth his/her complaint in writing within five (5) working



days to his/her immediate supervisor. The written grievance shall specify:

- a. the nature of the grievance;
- b. the nature and extent of injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his/her dissatisfaction with the decision previously rendered; and
- e. the remedy sought.

The supervisor shall communicate his/her decision to the secretary in writing within five (5) work days of receipt of the written complaint.

2. Level 2

Within five (5) work days, the secretary may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties, and, upon request, with the secretary or supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days. The Superintendent shall communicate his/her decision in writing to the secretary and the supervisor.

3. Level 3

If the grievance is not resolved to the secretary's satisfaction, he/she may request a review by the Board within five (5) work days after receipt of response from the Superintendent. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance, hold a hearing with the employee, and render a decision in writing within thirty (30) work days of receipt of the request.

4. Level 4 (Arbitration)

If the decision of the Board does not resolve the grievance to the satisfaction of the secretary and the secretary wishes a review by a third party he/she shall notify the Board through the Superintendent of Schools within ten (10) work days after Board's decision, except in the case of a grievance involving the following points:

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

(1) beyond the scope of Board authority or

(2) limited to action by the Board alone.

5. The following procedure shall be used to secure the services of an arbitrator:
  - a. Either party may request the Public Employee Relations Commission (PERC) in accordance with its rules to submit a list of qualified persons to function as an arbitrator in the dispute in question.
  - b. If the parties are unable within ten (10) work days to select a mutually satisfactory arbitrator, PERC may be requested by either party to designate an arbitrator.
6. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board of Education and the aggrieved and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the arbitrator's hearing.
7. The arbitrator's fee shall be shared equally by the Board and the Association.
8. 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.
9. During the pendency of any grievance secretaries shall continue to observe all assignments, and all applicable rules and regulations of the Board of Education until such grievance and any effect thereof shall have been fully determined.
10. All meetings and hearings under this procedure shall be conducted in private and shall include only concerned parties and their designated or selected representatives.

## **ARTICLE 6**

### **WORK DAYS AND YEAR**

#### **A. Work Days**

1. Twelve month secretaries shall work year around less paid holidays as set forth in Article 13, Section B and earned vacation as set forth in Article 13, Section A. The per diem rate for secretaries shall be calculated at the rate of 1/260.
2. The work year for ten (10) month secretaries shall commence on September 1st and end on June 30th.

#### **B. Work Year**

Secretaries shall submit a tentative work schedule to the building administrator by July 1. Said administrator shall determine the final schedule and notify the secretary by July 15. Any change in the schedule must be made by mutual agreement between the secretary who requests the change and the building administrator. A copy of this work schedule for each secretary shall be forwarded to the Superintendent by July 15 by the administrator.

C. Summer Work

1. Summer hours: Secretaries shall work thirty (30) hours per week, Monday through Thursday, beginning July 1 and ending the third Friday before Labor Day. The remaining workdays until August 31 shall be a six (6) hour workday, Monday through Friday.
2. Work Year Completion: In the event that the secretary must work during the summer to complete the total number of work days (less vacation) required, said days shall be considered to have been paid at the previous contract rate.
3. Summer Work-Temporary Up-Grade: In the elementary schools when the secretary to the principal is not available during the summer months and another secretary performs the duties of the secretary to the principal, for that period of time he/she shall be placed on his/her same step on Level 4. The Board reserves the right, through the Administration, to select temporary replacements.
4. Ten (10) month secretaries who are employed during the months of July and August shall be compensated at their per diem rate.

D. Daily Absence

Reporting procedures for absence shall be determined by the administration at each location. If coverage is needed, arrangements will be made by the administrator/supervisor.

**ARTICLE 7**  
**SALARY**

- A. The salary schedules of all classifications covered by this Agreement are set forth in the Appendix.

B. Previous Experience

1. An employee promoted to a position in a higher level shall remain on the same step in the new level.
2. An employee transferred to a position in a lower salary level shall retain the salary of the present position until such time as the proper place in the new level is achieved.
3. A secretary who has been previously employed by South Brunswick School System may, upon return, be placed at salary-step which he/she attained upon resignation. Nothing herein contained shall mandate the re-hiring of an employee who has resigned from the District's employ.

C. Probation

Upon successful completion of a 60 work day probationary period, a standard contract shall be issued and said contract shall be retroactive to the initial day of employment.

D. Pay Day

Checks shall be distributed on the fifteenth (15th) and thirtieth (30th) of each month except when a pay day falls on or during a school holiday, vacation or weekend, ten (10) and twelve (12) month secretaries shall receive their paychecks on the last previous work day.

E. Overtime

1. The regular work week shall be thirty-six and one-fourth (36-1/4) hours exclusive of lunch.
2. When required or requested by the building administrator, all hours beyond thirty-six and one-fourth (36-1/4) shall be paid at a rate of one and one-half (1- 1/2) times the hourly rate. Sundays and holidays to be paid at two and one-half (2-1/2) times the hourly rate.
3. Compensatory time may be taken in lieu of overtime pay by mutual agreement between the building administrator and the secretary. Said compensatory time, if requested by the secretary, shall be taken at the rate of one (1) hour for each hour worked. However, if required by the building administrator, compensatory time shall be granted at the rate of 1-1/2 hours of each hour worked. Sundays and holidays, 2-1/2 times the hourly rate.

F. Course Reimbursement

The Board shall reimburse unit members who take courses related to the employee's current work assignment. Prior approval from the Superintendent must be obtained.

There is a reimbursement limit of \$150.00 per approved course. Payment shall be made after successful completion of the course.

G. In-Service Training

Appropriate training will be offered to each secretarial staff member at least eight (8) hours per year. The scheduling of such training shall be by the Administration and may consist of different times for different secretarial staff members. Prior to September 1 annually, the Superintendent or his/her administrative designee for this purpose shall consult with the President of the Association concerning the nature of training activities to be offered in the year.

H. Mileage Reimbursement

The Board shall reimburse an employee who is required to use his/her vehicle to carry out district business. The reimbursement rate shall be that set by the State of New Jersey per mile unless there is a final determination or a state regulation which determines that the district shall pay at the IRS rate.

I. Replacement Compensation

A unit member who is assigned and assumes the duties of another unit member who is absent for reasons other than a vacation and who has not been replaced by a substitute shall receive \$60 per day for each day worked

J. Vehicle Damage

In the event of damage to an employee's vehicle during the authorized use of her/his automobile in the performance of school duties, the Board shall reimburse to the employee the deductible that the employee paid under her/his automobile insurance policy.

K. Direct Deposit

All unit members shall be paid through a direct deposit system under rules established by the Administration.

L. Nurse Clerks

Nurse-clerks who travel on co-curricular or extra-curricular overnight trips shall be compensated at the rate of \$120 per night.

## **ARTICLE 8**

### **VACANCIES AND NEW POSITIONS**

- A. Notice of vacancies of both temporary and new positions shall be posted in each school. New positions shall include the title of the position, a brief job description of responsibilities, location and starting date. The Board is to provide the Association with job descriptions for newly created permanent positions before positions are posted.
- B. Notices shall be posted five (5) working days. Any member of the Association who may be interested in the position or positions must make written application to the Director of Human Resources within that five (5) day period.
- C. Secretaries who have acquired experience, skill and ability to do the work required in the job shall be given consideration before an applicant outside the school system. All such applicants shall be considered and given a written acknowledgment of their application.
- D. When two or more applicants within the system are the finalists for a given position and are equally qualified, the applicant with seniority shall be recommended for appointment.
- E. Decisions on promotions, based upon Sections C and D above, shall be made at the discretion of the administrator involved.
- F. Temporary employees hired by the Board who work more than ninety (90) days, shall be given either a replacement or permanent contract and placed according to Appendix A of the Salary Schedule. Temporary employees hired through an employment agency are excluded from this contract.

## **ARTICLE 9**

### **TRANSFER AND REASSIGNMENT**

- A. Secretaries desiring a transfer shall make a request in writing to the Superintendent. If there are

no vacancies available at that time, consideration shall be given to the individuals requesting transfer when positions become available.

- B. In the event of an involuntary transfer, the secretary so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.

In the determination of the employee to be transferred involuntarily, seniority within the system shall be considered, but shall not constitute the sole criteria for determining who shall be transferred.

- C. The Superintendent shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.
- D. Secretaries transferred to a new building due to the opening or closing of a school shall receive \$100 compensation.

## **ARTICLE 10**

### **SICK LEAVE**

- A. Sick leave is hereby defined to mean absence from duty of any secretary because of personal disability due to illness or injury, or because he/she has been excluded from school by the School District Medical Authorities because of contagious disease or because of quarantine for such a disease in his/her immediate household. (18A:30-1)
  - 1. Secretaries shall be allowed sick leave with full pay for twelve (12) days (12 month employees) and ten (10) days (10 month employees) in any year. All unused sick leave shall be accumulated for additional sick leave as needed in subsequent years.
  - 2. Employees who begin their employment after the first month in a year (after July for twelve month employees and after September for ten month employees) shall be credited with sick leave on the first day of employment an amount of days equal to the number of months left in the work year. For purposes of this provision, a portion of a month equals a full month.
- B. Employees who have completed fifteen (15) years service in South Brunswick will, upon retirement from the district, receive payment for one half of all accumulated sick days at the rate of \$80 per day.
- C. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate. Employee must be vested in the pension system. The amount of the payment shall be calculated using the formula in Article 10, B.
- D. The parties agree to meet and discuss the creation of a Sick Leave Bank and the corresponding contract language. Should an agreement be reached, the terms of the Sick Leave Bank shall be considered as though written into this Agreement and will be incorporated into the successor agreement

## **ARTICLE 11**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. Personal**

1. Secretaries will be entitled to three (3) full days or six (6) half days personal leave per year with pay. Unused personal leave days for each year shall be converted to sick days and added to the secretary's accumulated sick leave at the end of each school year.
2. Newly employed secretaries shall be granted personal days depending on hire date as follows:

|                                    |                                       |
|------------------------------------|---------------------------------------|
| July 1st through August 31st       | 3 full personal days or 6 half days   |
| September 1st through October 31st | 2.5 full personal days or 5 half days |
| November 1st through December 31st | 2 full personal days or 4 half days   |
| January 1st through February 28th  | 1.5 full personal days or 3 half days |
| March 1st through April 30th       | 1 full personal day or 2 half days    |
| May 1st through June 30th          | 1 half day                            |
3. The secretary requesting leave time shall so inform the administrator at least twenty-four (24) hours before the day in question except under emergency situations.
4. No personal leave shall be permitted on a full professional development day, unless approved by the superintendent.
5. Personal leave shall not be used to extend a school holiday or vacation period without approval of the Superintendent. A request for Personal Leave made for a time occurring immediately before or following a vacation period or holiday must contain an explanation of the reasons for the leave, and must be submitted in writing to the Superintendent at least five (5) days prior to the date of the leave. The Superintendent, or his designee, has sole discretion to approve or deny the request, and said approval shall not be unreasonably withheld.

#### **B. Jury Duty**

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

#### **C. 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 secretary, parents or grandparents of secretary or spouse, other family members for whom the secretary is legally responsible and any other member of the immediate household.
2. One (1) day leave of absence with pay may be granted upon approval of the Superintendent, or his/her designee to attend the funeral of a close relative or a close

friend.

3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.

D. Professional

The Superintendent may, upon recommendation of the building administrator, authorize absence of individual employees for professional purposes with full pay and expense not to exceed five (5) school days and/or weekend days in any school year in addition to professional meetings scheduled on the school calendar.

E. Other

A secretary shall be entitled to the following non-accumulative leaves of absence with full pay each school year;

1. Two (2) days for all members of the Association to attend conferences and conventions of State and National affiliated organizations (NJEA) at no loss of pay.
2. Time necessary for appearances in any legal proceeding connected with the secretary's employment or with the school system.
3. No salary deductions shall be made for absences when subpoenaed to be a witness in court.
4. Other leaves of absence may be granted upon the recommendation of the Superintendent.

F. Leave of Absence

Returning from an approved temporary leave of absence a secretary shall be placed on the salary step he/she would have attained had he/she remained in the school system.

## **ARTICLE 12**

### **EXTENDED LEAVES OF ABSENCE**

A. Extended Disability

1. Total Disability

"Total Disability" shall mean one which:

- a. results from bodily injuries or disease, and
- b. wholly prevents the employee 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.



- c. the employee must be under the care of a physician. The Board may require examination from doctors of its own choosing as frequently as it is deemed necessary. The Board shall pay the cost of the examining physicians.

## 2. Eligibility

- a. Extended total disability benefits shall be payable to all full time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to disability, and upon completion of four (4) years of service from employee's date of hire.
- b. Benefits shall not be available to any employee 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 employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to any employee whose services are to be terminated by a 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 that the employee is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

## 3. Benefits

- a. An employee becomes eligible for payment under this section only after using one hundred (100) percent of available sick leave days or waiting thirty (30) 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 employee is required to perform service, as provided in the annual contract.
  - (2) Ten (10) month employees (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 fifty percent (50%) of employee salary subject to the limitations of (e) below, at the time disability began except that there shall be two thousand five hundred dollar (\$2,500) monthly limit on payments under this section.

- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four(4). Benefits also shall be payable for a portion of a month. The maximum number of months that benefits will be paid shall be ten (10) months for a 10-month secretary and twelve (12) months for a 12-month secretary.
- d. In no case shall benefits be payable concurrently with payments received by an employee for retirement under the Social Security Program or any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of Workers Compensation payments and by disability payments under Social Security. The employee shall be required to apply for such payments if potentially eligible. Failure to qualify for either Workers Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision.
- f. Once disability eligibility begins under this Article and if an employee is eligible for Social Security disability payments, his/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 an employee of the South Brunswick School System, unless employed for more than three years in this system.
  - (3) Declared or undeclared war, insurrection, invasion, rebellion, 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 disability of the employee.
- b. An application for total disability shall be submitted only after sick leave days, under the terms of Article 12, Section A., 3. (a) have been used to cover absence resulting from his/her total disability or, in the event the employee has less accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

#### B. Child Rearing Leave

1. In the case of a birth or an adoption of a child any employee shall have the right for a leave without pay for child-rearing purposes.
2. Application for child-rearing leave shall be made by the employee to the Superintendent at least four (4) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to tenured employees for the balance of the year (including June 30) in which the child is born and for one additional year. The tenured employee shall state whether he or she desires leave solely for the balance of the year in which the child is born or for one additional year.
4. Any employee 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 employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices should be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.
5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
6. Upon return from child-rearing leave all benefits to which the employee was entitled at the commencement of leave, including unused accumulated sick leave, shall be restored.

This provision does not extend to re-instatement of the percentage level under dental insurance. An employee returning from this leave shall receive dental insurance based upon the rules of the carrier.

## **ARTICLE 13**

### **VACATIONS AND HOLIDAYS**

#### **A. Vacations**

1. Secretaries with less than twelve (12) months of service, resigning from the school district before July 1, shall be entitled to paid vacation as provided hereafter.
2. Vacation days which are earned by July 1 of any year may be taken at any time thereafter by mutually convenient arrangement with the immediate supervisor. Five (5) vacation days may be carried over into the following year, but must be used during that year. Vacation time banked prior to July 1, 2013 will be grandfathered and not subject to the carry over limit.
3. Vacation time is earned as provided hereafter. Length of service shall be computed from the first day of a secretary's contract in the school district.
4. Twelve (12) month employees shall be eligible for vacation days per the following chart. Additional vacation days are earned as of July 1 following the completion of the years of

service noted.

| Years             | Vacation Allotment |
|-------------------|--------------------|
| Less than 5 years | 6 days             |
| 5 years           | 11 days            |
| 8 years           | 13 days            |
| 15 years          | 16 days            |
| 18 years          | 18 days            |

5. Ten (10) month employees shall not be eligible for vacation days.
6. New twelve (12) month secretaries are entitled to paid vacation days as of date of hire. A secretary who commences employment after July 1 shall receive a pro-rated bank of vacation days, at the rate of one (1) day per every two (2) months of anticipated employment remaining in the contract year, up to six (6). A newly hired twelve (12) month secretary, who voluntarily resigns prior to completing six (6) months of service, will be required to reimburse the Board for vacation days used.
7. Vacation credit upon moving from a ten month to a twelve month position When a ten month secretary moves to a twelve month position, she/he shall be credited with her/his ten month service time towards her/his vacation entitlement as a twelve month employee on a month for month basis. Any day in a pay status during a month counts as a full month. Vacation allotment shall be pro-rated, based upon months remaining in the current contract year, to the nearest whole.  
July 1.

B. Holidays

All secretaries shall be granted the paid holidays listed on the school calendar (including the two days for NJEA Convention and any time off scheduled for Winter and Spring Breaks). There shall not be less than twenty-three (23) paid holidays on the school calendar. In addition to the above, twelve (12) month secretaries shall be granted a paid holiday for Independence Day.

C. Storm Days

On storm days, when school is officially closed, secretaries will not be required to report for duty. In the event the normal opening of school is delayed for pupils because of inclement weather, employees will follow the same time delay as defined in the school calendar for starting times.

D. Summer Employment

Summer employment for ten (10) month personnel who are not 12 month employees will be paid at a pro-rated salary according to their current step on the salary guide. Consideration for

summer employment will be given to all secretaries before any outside agency is called, and a list of available personnel will be provided by the Association.

## **ARTICLE 14** **HEALTH BENEFITS**

A. During the terms of this Agreement all employees and their eligible dependents will receive the following benefits:

1. Medical coverage: Employees may choose any of the available plans, however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan,. Any employee whois enrolled in the Direct 15 plan shall pay the difference between that option and the Direct Access 20/30 plan premium.
2. The Board shall pay the full cost of the dental plan both single/family for all employees. No cost shall be borne by the employee as long as Chapter 78 applies. The employee shall have a \$25 deductible.

The plan maximum shall be \$1250 for the Premier plan and \$1500 for the PPO plan. Orthodontic coverage of \$2,000 per lifetime will be provided for eligible dependents.

3. Prescription Plan: the Prescription Plan shall consist of the following copays: Generic \$10, Single Source Brand \$20, Multisource Brand \$30, and mail order copays remain the same for a 90 day supply.
4. 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 of the district; or \$1,500 if the spouse/partner works within the district.

This payment shall be paid in one payment on July 15<sup>th</sup>. Waiver payments shall be subject to payroll taxes and in accordance with the law.

5. Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.

Employees enrolled in the Direct Access 20/30 Plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 Plan, and who maintain the same level of benefits (i.e. single, family, etc.), shall contribute towards health insurance a percentage of their salary, which shall be as calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{2020-21 Salary}} = \text{Contribution Percentage}$$

Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute towards health insurance the below percentages of their salary:

|                              |      |
|------------------------------|------|
| <b><u>Single:</u></b>        | 5.5% |
| <b><u>Parent/Child:</u></b>  | 7.0% |
| <b><u>Spouse/Spouse:</u></b> | 8.0% |
| <b><u>Family:</u></b>        | 9.5% |

## **ARTICLE 15** **PAYROLL DEDUCTION**

- A. The Board agrees to deduct from the salaries of its secretaries dues for the SBAES, or MCEA, NJEA, NEA or any one or any combination of such associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14- 15.9E) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the SBAES by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Board will not be held responsible for disbursement of said monies by said treasurer.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to its effective date of such change.
- C. Unless there should be some administrative problem, the Board shall allow for payroll deduction for U.S. Government Bonds.

## **ARTICLE 16** **PROTECTION OF SECRETARIES AND PROPERTY**

- A. The Board of Education shall carry insurance policies to provide Workers' Compensation for any employee who is injured while in performance of his/her duties.
- B. Board shall carry liability insurance to protect all employees in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the secretaries 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 schools.
- D. In the event of litigation, civil or criminal, the Board will extend to its secretaries all of the protection afforded by the Statutes of the State of New Jersey.
- E. The Board shall indemnify, defend and save a secretary harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by a parent against a secretary for administering first aid in the absence of a school nurse.
- F. Full-time tenured secretaries who acquired tenure prior to July 1, 2012 shall be entitled to

participate in the South Brunswick School District enrollment program according to the district's open enrollment policy, but only for children enrolled under this program and attended District schools prior to July 1, 2012. The secretary shall be required to pay fifty percent (50%) tuition. A schedule of payments shall be established by the administration. Secretaries who acquire tenure on or after July 1, 2012 shall not be eligible to participate in the program.

## **ARTICLE 17**

### **SECRETARY EVALUATION**

- A. Evaluation reports shall be provided twice yearly on all non-tenured employees. Said reports shall be completed no later than January 30 and May 15 of each year. For tenured employees the report shall be submitted no later than May 15 of each year.
- B. All appraisals of the work performance of a secretary shall be conducted openly and with full knowledge of the secretary. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators. A secretary shall be given a copy of any evaluation report prepared by her evaluator at least one (1) day before conference to discuss it. Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the secretary has reviewed the report. The secretary shall be required to sign only the completed form indicating whether there is agreement or disagreement. The secretary shall also have the right to submit a written rebuttal to such material to be reviewed by the Superintendent or his/her designee and attached to the file copy.
- C. A secretary shall have the right upon request to review the contents of his/her personnel file in the presence of the Superintendent or his designee.

## **ARTICLE 18**

### **MISCELLANEOUS PROVISIONS**

- A. The Board shall provide the Association with a copy of:
  - 1. the policy manual, including rules and regulations
  - 2. revisions to the policy manual
  - 3. the agenda of public Board meetings and minutes of the previous meeting when they are distributed to Board members.
- B. The Board of Education maintains the right to require medical examinations. If such examinations are performed by a licensed physician selected or approved by the Board, the Board shall pay all expenses; otherwise, the employee shall pay all expenses.
- C. Any individual contract between the Board and the individual secretary, 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.

D. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all secretaries now employed or hereafter employed in positions leading to contracts.

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

If by the Association, to the Board at PO Box 181, Monmouth Junction, New Jersey 08852;  
and

If by the Board to the Association at the home address of the Association President or delivery to the individual.

F. Fully-Bargained Provision

1. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been subject to 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 parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.
2. 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.

G. Notice for Resignation or Retirement

Any employee planning to resign or retire from employment with the Board of Education shall provide the Board with thirty (30) day notice.

H. Secretarial Job Description Review Procedure

A job review committee consisting of three representatives from administration and three members of the secretarial association will meet each July to review any requests for job description analysis. A request may be made either by the supervisor or staff member. Requests shall be made only when a significant change to the job description has occurred. Accompanying each request shall be the following:

1. Memo from either supervisor or staff member requesting the review. The memo shall include a description of the major changes to the job description prompting the request.
2. A Job Information Questionnaire (JIQ) must be completed by the secretary with supervisory comments and submitted no later than May 31<sup>st</sup> to the Director of Human Resources and the President of the SBAES.

Requests for review should be forwarded to the Director of Human Resources. A copy of the request should also be sent to the President of the South Brunswick Association of Education Secretaries.



The committee shall review the request and if there is agreement that a job has significantly changed then the committee will complete a full review. Upon completion of the review, the applicant and supervisor will be notified of the committee's determination. Any change in a job description resulting in either an upgrade or downgrade in classification will be applied retroactively to July 1 of the current year.

Any new job description or organizational change, as initiated by the Board of Education, shall be reviewed at that time. This language does not prevent the Board of Education from changing a job description at any time.

I. Seniority and Job Security

1. Seniority shall be defined as service in the school district as a member of the bargaining unit. Any unit member working under .5 status will have no seniority rights. A seniority list shall be provided to the Association at the time of a contemplated reduction in force (RIF).
2. Any reduction of positions shall be accomplished in the following manner: tenured employees shall exercise their total employment seniority to replace a less senior, non-tenured employee in the same level or a lower level.
3. The following seniority and reduction-in-force provisions shall be in place:

a. Seniority and Seniority List

- 1) Seniority shall be defined as length of continuous service of a tenured employee within the unit. Any unit member working under .5 status will have no seniority rights. Employees with less than ten years of service in the unit will have no seniority rights. Non-tenured employees will have no seniority/bumping rights.
- 2) Only service in a unit position is counted. Ten (10) years of service in the unit is defined as the equivalent of 10 years of fulltime employment (i.e. .5 +.5 = 1 full time year).
- 3) Employee is credited with all months when an employee was in a pay status (these count: at work, on paid sick leave, on paid personal leave, or on other paid leave; unpaid leaves do not count)
- 4) Being in a pay status even one day in a month counts as a month
- 5) Part-time service in a month is counted proportionate to its ratio of a full-time position. For example, if an employee works half time for ten years, she is credited with five years on the seniority list. Time worked under .5 does not count.
- 6) The Board and SBAES will agree on a seniority list on or before February 1 each year.

b. Layoff

- 1) Tenured employees can replace a less senior non-tenured employee in the same or lower level.
- 2) If reduction-in-force occurs, employees with ten (10) or more years of experience whose position is to be reduced or eliminated will be able to displace a less senior employee in the same level, subject to the senior employee's ability to meet the qualifications of the less senior employee's position at the time of the bumping.
- 3) Employees holding the position of Principal's Secretary or Human Resources Administrative Data Secretary will be exempt from the seniority bumping rights noted in 2) above.
- 4) Nurse-secretaries can only exercise their seniority rights over a less senior nurse-secretary due to the certification needed for that position.

c. Recall

- 1) Any secretary with 10 or more years of service in the unit suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in a position for which they are qualified.
- 2) An employee who terminates for cause or voluntarily resigns a position will have no recall rights.
- 3) A rified employee will remain on the recall list for five (5) years from the date of separation. Example, the reduction-in-force results in an employee's last work day to be June 30. The employee will be on the list for five years from that date.
- 4) The recall list becomes activated when there is an available position in the unit.
- 5) An employee who is offered a position and accepts it is removed from the recall list.
- 6) An employee who rejects a position offered:
  - a) if the employee has been offered a position at the level she occupied at the time of the reduction-in-force or one level below that, and she rejects the offer, she is removed from the recall list.
  - b) If the offer is for a position not on the level she occupied at the time of the reduction-in-force or one level below that, and she rejects the offer, she remains on the recall list.
  - c) If the offer to an employee who was full-time before the reduction of force is not a full-time position, and she rejects the offer, she remains on the recall list.

- 7) A recalled employee shall be placed on the Level of the recalled position and placed on the step she occupied at the time of reduction-in-force plus one step if she had earned an increment for the next year in the year before she was reduced-in-force.
- 8) A recalled employee shall retain all credit towards vacation entitlement; retains all accumulated unused sick leave not compensated for at the time of the reduction-in-force. Time on the recall list will be counted for the purpose of layoff and recall only.
- 9) Recall is to a position, not necessarily to the position which the employee formerly held, or to a position being vacated by another employee.

## **ARTICLE 19**

### **SEPARABILITY**

- A. If any provisions of this Agreement or any applications of this Agreement to any secretary or group of secretaries 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.

## **ARTICLE 20**

### **WORK CONTINUITY CLAUSE**

- A. The Association agrees that during the duration of this Agreement, it will not engage in any strike or slowdown and the Board agrees that during the duration of this Agreement, it will not engage in any lockout or harassment of the members of the bargaining unit.

## **ARTICLE 21**

### **DURATION**

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.
- B. The duration of the contract will be from July 1, 2022 through June 30, 2027. All other items are withdrawn by the parties.

**SOUTH BRUNSWICK BOARD OF EDUCATION**

Smitha Raj Vice - President  
[Signature] Board Secretary  
6/13/23 Date

**SOUTH BRUNSWICK ASSOCIATION  
OF EDUCATIONAL SECRETARIES**

Suzanne Cardona President  
Betsy Epps Secretary  
5/24/23 Date

## **APPENDIX A**

### **SECRETARY SALARY SCHEDULE**

#### **12-Month Guide (Level 3)**

| <b>Step</b>    | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>1</b>       | 52,247         | 53,126         | 53,825         | 54,472         | 55,387         |
| <b>2</b>       | 52,494         | 53,373         | 54,071         | 54,716         | 55,629         |
| <b>3</b>       | 52,804         | 53,681         | 54,316         | 54,960         | 55,871         |
| <b>4</b>       | 53,144         | 54,082         | 54,685         | 55,326         | 56,234         |
| <b>5</b>       | 53,763         | 54,698         | 55,298         | 55,936         | 56,839         |
| <b>6</b>       | 54,381         | 55,437         | 56,526         | 57,156         | 57,807         |
| <b>7</b>       | 55,619         | 56,670         | 57,815         | 58,620         | 59,471         |
| <b>8</b>       | 58,341         | 59,381         | 60,515         | 61,182         | 61,951         |
| <b>9</b>       | 61,379         | 62,339         | 63,338         | 63,988         | 64,613         |
| <b>10</b>      | 64,597         | 65,445         | 66,284         | 66,916         | 67,457         |
| <b>11</b>      | 67,814         | 68,650         | 69,353         | 69,966         | 70,421         |
| <b>12</b>      | 70,512         | 71,312         | 72,112         | 72,912         | 73,712         |
| <b>Level 4</b> | + \$1,650      | + \$1,750      | + \$1,850      | + \$1,900      | + \$2,000      |

#### **10-Month Guide**

| <b>Step</b> | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
|-------------|----------------|----------------|----------------|----------------|----------------|
| <b>1</b>    | 42,220         | 43,105         | 43,850         | 44,650         | 45,775         |
| <b>2</b>    | 42,420         | 43,305         | 44,050         | 44,850         | 45,975         |
| <b>3</b>    | 42,670         | 43,555         | 44,250         | 45,050         | 46,175         |
| <b>4</b>    | 42,945         | 43,880         | 44,550         | 45,350         | 46,475         |
| <b>5</b>    | 43,445         | 44,380         | 45,050         | 45,850         | 46,975         |
| <b>6</b>    | 43,945         | 44,980         | 46,050         | 46,850         | 47,775         |
| <b>7</b>    | 44,945         | 45,980         | 47,100         | 48,050         | 49,150         |
| <b>8</b>    | 47,145         | 48,180         | 49,300         | 50,150         | 51,200         |
| <b>9</b>    | 49,600         | 50,580         | 51,600         | 52,450         | 53,400         |
| <b>10</b>   | 52,200         | 53,100         | 54,000         | 54,850         | 55,750         |
| <b>11</b>   | 54,800         | 55,700         | 56,500         | 57,350         | 58,200         |
| <b>12</b>   | 57,500         | 58,300         | 59,100         | 59,900         | 60,700         |

## Step Movement Chart

| Base<br>2021-22 |   | 2022-23 |   | 2023-24 |   | 2024-25 |   | 2025-26 |   | 2026-27 |
|-----------------|---|---------|---|---------|---|---------|---|---------|---|---------|
| 1               | → | 2       | → | 3       | → | 4       | → | 5       | → | 6       |
| 2               | → | 3       | → | 4       | → | 5       | → | 6       | → | 7       |
| 3               | → | 4       | → | 5       | → | 6       | → | 7       | → | 8       |
| 4               | → | 5       | → | 6       | → | 7       | → | 8       | → | 9       |
| 5               | → | 6       | → | 7       | → | 8       | → | 9       | → | 10      |
| 6               | → | 7       | → | 8       | → | 9       | → | 10      | → | 11      |
| 7               | → | 8       | → | 9       | → | 10      | → | 11      | → | 12      |
| 8               | → | 9       | → | 10      | → | 11      | → | 12      | → | 12      |
| 9               | → | 10      | → | 11      | → | 12      | → | 12      | → | 12      |
| 10              | → | 11      | → | 12      | → | 12      | → | 12      | → | 12      |
| 11              | → | 12      | → | 12      | → | 12      | → | 12      | → | 12      |

## **APPENDIX B** **REGISTERED NURSE GUIDE**

| Step | 2022-27 |
|------|---------|
| 1    | 59,000  |
| 2    | 60,500  |
| 3    | 62,000  |
| 4    | 63,500  |
| 5    | 65,000  |
| 6    | 66,500  |
| 7    | 68,000  |
| 8    | 69,500  |

Registered nurses move up one step in each year of the agreement until reaching Step 8.

## **APPENDIX C** **LONGEVITY & OTHER SALARY PROVISIONS**

1. New employees may be granted credit on the salary guide for previous secretarial experience.
2. Ten (10) month secretaries must be in this unit and in a pay status for at least 90 days in order to receive step movement. Twelve (12) month secretaries must be in this unit and in a pay status for at least 120 days in order to receive step movement "In a pay status" is defined as all those days during which the employee is at work or on an

approved, paid leave of absence. If a ten month secretary has been appointed to a twelve (12) month position, she/he will receive step movement if she/he was in a pay status for at least 90 days in the preceding year.

3. Employees who have completed 15 years of service in the unit will receive an additional sum of \$1,750 annually. Said payment will be divided by the number of months worked (ten or twelve) and included in the regular paycheck. Longevity will be credited on the employee's anniversary date.
4. Employees who have completed 20 years of service in the unit will receive an additional sum of \$3,500 annually. Said payment will be divided by the number of months worked (ten or twelve) and included in the regular paycheck. Longevity will be credited on the employee's anniversary date.
5. For new unit members appointed to a unit position on or after July 1, 2005, longevity eligibility will be based on the years of service within this unit.

**AGREEMENT**

**between the**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**and the**

**SOUTH BRUNSWICK ASSOCIATION OF  
PARAPROFESSIONALS**

**July 1, 2022 through June 30, 2027**



## Table of Contents

If using an electronic version of this document, click the article to be taken directly to the appropriate page.

|                                                         |    |
|---------------------------------------------------------|----|
| ARTICLE 1 RECOGNITION .....                             | 2  |
| ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT .....      | 2  |
| ARTICLE 3 EMPLOYEE RIGHTS AND PRIVILEGES.....           | 2  |
| ARTICLE 4 GRIEVANCE .....                               | 2  |
| ARTICLE 5 POSTINGS, TRANSFERS, AND VACANCIES.....       | 5  |
| ARTICLE 6 LEAVES OF ABSENCE.....                        | 6  |
| ARTICLE 7 EVALUATION .....                              | 11 |
| ARTICLE 8 WORK YEAR, WORK DAY, AND CONTRACT SYSTEM..... | 13 |
| ARTICLE 9 HEALTH BENEFITS .....                         | 15 |
| ARTICLE 10 DEDUCTIONS FROM SALARY .....                 | 16 |
| ARTICLE 11 ASSOCIATION RIGHTS AND PRIVILEGES.....       | 17 |
| ARTICLE 12 FULLY BARGAINED PROVISIONS .....             | 17 |
| ARTICLE 13 SEPARABILITY .....                           | 18 |
| ARTICLE 14 MANAGEMENT RIGHTS .....                      | 18 |
| ARTICLE 15 SENIORITY .....                              | 18 |
| ARTICLE 16 WORK CONTINUITY CLAUSE .....                 | 19 |
| ARTICLE 17 MISCELLANEOUS PROVISIONS .....               | 19 |
| ARTICLE 18 COMPENSATION .....                           | 20 |
| ARTICLE 19 DURATION OF AGREEMENT .....                  | 24 |
| APPENDIX A – SALARY GUIDES .....                        | 25 |
| APPENDIX B – STIPENDS.....                              | 25 |

## **ARTICLE 1 RECOGNITION**

- A. The South Brunswick Board of Education (hereinafter referred to as the "Board") hereby recognizes the South Brunswick Association of Paraprofessionals (hereinafter referred to as the "Association") as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all contracted paraprofessional personnel, including employees on leave, on a per diem basis, employed, or to be employed by the Board, but **excluding**: Substitutes, Administrators, Bus Drivers, Computer Technicians, Custodians, Foremen, Head Custodians, Maintenance, Secretaries, Teachers.
- B. Employees working less than ten (10) hours per week - Unit A.  
Employees working ten (10) or more hours per week - Unit B.
- C. All references to female paraprofessionals shall include male paraprofessionals.
- D. Whenever the word "principal" is listed, it shall also mean Administrator in charge of the program.

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

- A. The Board and the Association agree to commence negotiations in accordance with Chapter 123 of Public Laws of 1974.
- B. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

## **ARTICLE 3 EMPLOYEE RIGHTS AND PRIVILEGES**

- A. If an employee is required to meet with an administrator concerning any matter that could adversely affect his/her employment, prior notice shall be given to the employee when possible. The administrator shall inform the employee of his/her right to bring a representative of the Association.
- B. Criticism of an employee's performance by a supervisor, administrator, or Board member shall be made in confidence and not in the presence of students, staff, co-workers, or the public, unless the district's obligation for student and/or staff safety require otherwise.

## **ARTICLE 4 GRIEVANCE**

- A. 1. A grievance shall mean a complaint by a paraprofessional that there has been a violation, misinterpretation, misapplication of terms of this contract, administrative decisions and violation of policies. Grievances affecting administrative decisions and violation of policies shall not be submitted to arbitration.
2. As used in this definition, the term paraprofessional shall also mean a group of paraprofessionals having the same grievance.

B. Rights of the Aggrieved

Any individual paraprofessional represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. The aggrieved shall have the right to present his/her own appeal, or to designate a representative of the Association, or other persons of his/her own choosing, to appear with him/her in the grievance procedure. The aggrieved may only represent himself/herself through Level 2 of the process without Association representation. Whenever he/she chooses to have other persons to appear with him/her, the Association shall have the option of being present and have the right to speak.

C. Grievance Notification

The Association will be notified of all grievances in advance of any grievance meetings in which any paraprofessionals represented by the Association are involved.

D. Procedure

1. A paraprofessional with a grievance shall first discuss it with the school principal\* within 30 (thirty) calendar days of its occurrence with the object of resolving the matter informally.

*\*Wherever the word "principal" is listed, it shall also mean Administrator in Charge of Program.*

2. Level 1

If, as a result of the discussion, the matter is not resolved to the satisfaction of the paraprofessional within five (5) workdays, he/she shall set forth his/her complaint in writing to the school principal or administrator in charge of program. The written grievance shall specify:

- (1) the specific provision(s) of the contract alleged to have been violated;

- (2) the nature and extent of the injury or loss;
- (3) the remedy sought;
- (4) the result of the previous discussion as noted in Article 3.D.1;
- (5) his/her dissatisfaction with the decision previously rendered by the principal as noted in Article 3.D.1.

The principal or administrator in charge of program shall communicate his/her decision to the paraprofessional in writing within five (5) workdays of receipt of the written complaint.

3. Level 2

The paraprofessional may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) workdays of the principal's response and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and, upon request, with the paraprofessional or principal separately. He/she shall attempt to resolve the matter as quickly as possible but within a period of ten (10) workdays. The Superintendent shall communicate his decision in writing to the paraprofessional and the principal or administrator in charge of program.

4. Level 3

If the grievance is not resolved to the paraprofessional's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing within five (5) workdays of the Superintendent's response. The Superintendent shall forward the request to the Board and shall attach all related correspondence. The Board shall review the grievance and, at its option, hold a hearing with the employee, and render a decision in writing within 30 (thirty) workdays of receipt of the request. In the event that the Board chooses to hold a hearing, the Board may create a grievance hearing committee, which shall have the right and authority to hear testimony and receive evidence and render a decision as though the full Board heard the evidence.

5. Level 4

If the grievance is still not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, the grievance may be submitted to the Public Employment Relations Commission (P.E.R.C.) for arbitration by a written notice to the Board within ten (10) workdays following receipt of the Board's decision.

6.
  - a. The arbitrator shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his decision not later than 20 (twenty) calendar days from the close of the hearings, or if oral hearings have been waived, then from the date the issues are submitted to him/her.
  - b. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
  - c. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.
  - d. The arbitrator shall be without power to add or subtract from the Agreement.
  - e. The arbitrator shall first rule on the arbitrability of any matter presented to him/her.
  - f. The arbitrator shall make a ruling on the matters properly presented to the arbitrator by the parties.
  - g. The arbitrator shall rule in accordance with the rules and regulations of the P.E.R.C.
  - h. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
7. The arbitrator's fee shall be shared equally by the Board and the Association.

#### **ARTICLE 5 POSTINGS, TRANSFERS, 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 paraprofessional has resigned.
  3. a position that is vacated due to transfer, termination, 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 open and the final dates for filing applications. A copy of said notice shall be given to the Association at the time of posting. Application for said positions shall be made within ten (10) workdays of said

posting. Receipt of the application shall be acknowledged electronically when the application is submitted.

2. Notice of any vacancies occurring during the summer months shall be sent to the President of the Association either by mail to his/her home address or email address, which the President shall choose each year.
  3. No vacancy shall be filled within ten (10) workdays of posting. In the case of an emergency a paraprofessional may be assigned temporarily.
- C. In the event there are no outside applicants being interviewed for a position, then all inside candidates will be given consideration for the position but not necessarily an interview. In the event outside candidates are interviewed, then all inside candidates will be given an opportunity for an interview.
- D. In the event that a paraprofessional wishes to transfer to another position, if a vacancy shall occur during the summer months, said person shall send a written statement to the Superintendent of Schools prior to the closing of school annually. Said notice shall be kept on file during the two (2) summer months only.
- E. Paraprofessionals who have acquired experience, skill, and ability, physical or otherwise, to do the work required in the job, without training, shall be given consideration before an applicant outside the school system. All such applicants shall be considered and will be given a reply to their application. The Superintendent of Schools or his/her designee shall determine the qualifications and abilities of the employees who apply, and in the event that two (2) applicants are of equal experience, skill, and ability, the applicant with the greater seniority shall be awarded the job.

#### **ARTICLE 6 LEAVES OF ABSENCE**

- A. Sick leave is hereby defined to mean absence from duty of any full-time paraprofessional because of personal disability due to illness or injury or because he/she has been excluded from school by the School District's medical authorities because of a quarantine for such disease in his/her immediate household.
1. Full-time paraprofessionals shall be allowed ten (10) days leave in any one year for illness or injury. Such leave defined as absences from duty due to illness or injury shall be subject to verification of a physician. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. From their accumulated sick leave days, employees may use two (2) days as family illness days each school year with prior approval.
  2. Bargaining unit members newly employed after the beginning of any work 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 work year. Any portion of a month shall be considered as a full month.

3. All employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

4. Unit members who retire from the district shall be compensated for accumulated sick leave by the following formula:

100 percent (one hundred percent) of accumulated sick leave days times \$30 (thirty dollars) = compensation.

"Retirement" is defined as establishing eligibility to receive retirement benefits under the P.E.R.S. system.

5. Absences During Working Day

Paraprofessionals may not leave the buildings in which they work during their assigned working day (exclusive of lunch time) without permission from their supervisor.

6. Those paraprofessionals called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

B. Other Leaves

A paraprofessional shall be entitled to the following non-accumulative leaves of absence with full pay each school year.

1. Time necessary for appearances in any legal proceedings connected with the paraprofessional's employment or with the school system, except in those instances where the paraprofessional is a defendant and the School Board is the plaintiff and cases where the paraprofessional is a plaintiff and the School Board is a defendant.

2. Death in the Family

a. 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 paraprofessional, parents, grandparents of paraprofessional or spouse, other family members for whom the paraprofessional is legally responsible, and any other member of the immediate household.

b. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee, to attend the funeral of a close relative.

- c. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law, or sister-in-law.
- d. Leaves taken pursuant to subsection a. above shall be in addition to any sick leave to which the employee is entitled.

3. Personal Leave

- a. Paraprofessionals who work 20 (twenty) or more hours per week shall be entitled to three (3) personal days per year or six (6) half days. The allotment of personal days for newly-hired paraprofessionals shall be provided in the following manner: paraprofessionals hired to begin their employment between September 1 and October 15 will be allotted three (3) personal days; paraprofessionals hired to begin their employment between October 16 and December 1 will be allotted two-and-one-half (2.5) personal days; paraprofessionals hired to begin their employment between December 2 and January 15 will be allotted two (2) personal days; paraprofessionals hired to begin their employment between January 16 and March 1 will be allotted one-and-one-half (1.5) personal days; paraprofessionals hired to begin their employment between March 2 and April 15 will be allotted one (1) personal day; paraprofessionals hired to begin employment after April 15 will not be allotted any personal days for that school year.
- b. Three (3) unused personal days annually shall be converted to accumulated sick leave.
- c. The paraprofessional requesting personal leave shall inform the administrator at least 24 (twenty-four) hours before the intended usage, except under emergency situations.

4. All extensions or renewals of leaves shall be applied for and granted in writing.

5. For leave purposes, "one-half ( $\frac{1}{2}$ ) day" is defined as one half ( $\frac{1}{2}$ ) of the scheduled work hours for the specific employee. If leave is taken for more than a one-half ( $\frac{1}{2}$ ) day, a full day of leave is charged. If leave is for a one-half ( $\frac{1}{2}$ ) day or less, a half day of leave is charged.

6. Child-Rearing Leave

- a. In the case of a birth of a child, any paraprofessional who has been employed for three (3) continuous years shall have the right to apply for a leave without pay for child-rearing purposes for the balance of the school year (concluding June 30th) in which the child is born.
- b. Application for child-rearing leave shall be made by the paraprofessional to the Superintendent at least three (3) months prior to the anticipated birth of the child.



- c. Any paraprofessional adopting a child shall be granted a child-rearing leave in conformity with the provisions of B.6.a. which shall commence upon the date such paraprofessional 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.
- d. Nothing herein shall prevent the paraprofessional and the Board from agreeing that a paraprofessional may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board. Denial of a request for earlier return shall not be arbitrable under Article 4.
- e. Upon return from a child-rearing leave, all benefits to which the paraprofessional was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend to reinstitution of the percentage level under dental insurance. A paraprofessional returning from this leave shall receive dental insurance based upon the rules of the carrier.
- f. The Board of Education shall pay the cost of medical insurance under the terms of Article 9. A. for each paraprofessional on leave under the above provisions for three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

C. Extended Disability

1. Total Disability

"Total disability" shall mean one which,

- a. results from bodily injuries or disease, and
- b. wholly prevents the paraprofessional 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.
- c. the paraprofessional 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 all one-half ( $\frac{1}{2}$ ) time (20 [twenty] hours per week) or more paraprofessionals 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 paraprofessional 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 paraprofessional who submits her resignation in writing prior to start of her total disability.
- d. Benefits to a paraprofessional whose services are to be terminated by a 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 paraprofessional is totally disabled at that time.
- e. A recurrence of the same disability within 180 (one hundred eighty) days of discontinuance of original disability.

### 3. Benefits

- a. A paraprofessional becomes eligible for payment under this Section 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 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 paraprofessional is required to perform service, as provided in the annual contract.
  - (2) Ten-month (10-month) paraprofessional (from September to June) shall not be eligible for benefit payment under this program during the months of July and August.
  - (3) Payments shall be made at the rate of 50 percent (fifty percent) of a paraprofessional's salary subject to the limitations of e. below.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a paraprofessional by four (4). Benefits also shall be payable for a portion of a month. In no case shall the number of months benefits are received exceed ten (10) months.
- d. In no case shall benefits be payable concurrently with payments received by a paraprofessional for retirement under any state employee's pension plan.
- e. Benefits under this program shall be reduced by the amount of any

Workers' Compensation payments and by disability payment under Social Security. The paraprofessional shall be required to apply for such payments, if potentially eligible.

- f. Once disability eligibility begins under this Article and if a paraprofessional is eligible for Social Security disability payments, his/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 wilfully and intentionally self-inflicted.
  - (2) injury incurred or disease contracted prior to becoming a paraprofessional 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.
  - (4) Benefits shall not be payable to an employee who has not completed four (4) continuous years of service to the Board.
- 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 paraprofessional.
  - b. An application for total disability shall be submitted only after the sick leave days, under the terms of 3.a., have been used to cover absence resulting from his/her total disability or in the event the paraprofessional has less accumulated sick leave days than can cover the alternative waiting period, 30 (thirty) calendar days, whichever is longer.
- D. Three (3) days per year, or the equivalent in hours, will be provided for the President of the Association to attend to Association business. Notice as to said use shall be given to the President's immediate supervisor.

**ARTICLE 7 EVALUATION**

A. Evaluation of Paraprofessionals

It is agreed that meetings shall be held for the purpose of developing an evaluation procedure for all unit members. Any such procedure shall be mutually acceptable before it is activated.

B. Paraprofessional Evaluation Procedure

Evaluation reports shall be completed annually for all paraprofessional staff. The evaluation report shall be completed no later than May 15th of each year. All appraisals of the work performance of a paraprofessional shall be conducted openly and with full knowledge of the paraprofessional. The evaluation shall be based on the job description and performance expectations for the role filled by the paraprofessional.

The formal evaluation shall be conducted only by an administrator. The written report shall be generated on the agreed-upon form. Any rating other than "S" or "NA" shall be explained in narrative form with a prescriptive statement.

The paraprofessional shall be given a copy placed in a sealed envelope of any evaluation report prepared by his/her evaluator at least three (3) days before the conference to discuss it. The conference shall be scheduled at a mutually convenient time.

Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the paraprofessional has reviewed the report. The paraprofessional shall be required to sign only the completed form. Signing of the form indicates neither agreement nor disagreement with the contents but merely that the paraprofessional has seen the form. If he/she so desires, the paraprofessional may append a rebuttal statement to the report to also be placed in the personnel file.

Any complaints regarding a paraprofessional made to any member of the administration by a parent, student, or other person, which are used in any manner in evaluating a paraprofessional, shall be promptly investigated and called to the attention of the paraprofessional. The paraprofessional shall be given an opportunity to respond to and/or rebut such complaint(s).

A paraprofessional shall have the right, upon request, to review the contents of his/her personnel file.

No materials derogatory to a paraprofessional's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the paraprofessional has had an opportunity to review the material. The paraprofessional 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. The signature indicates neither agreement with nor disagreement with the contents. The paraprofessional shall also have the right to submit a written rebuttal to such material to be reviewed by the Superintendent or his/her designee and attached to the file copy.

## **ARTICLE 8 WORK YEAR, WORK DAY, AND CONTRACT SYSTEM**

### **A. Length of Work Year**

1.
  - a. Paraprofessionals employed on a ten-month (10-month) contract shall be required to work a maximum of one-hundred-eight-one (181) days between September 1 and June 30 of the appropriate school year. These days shall be the school calendar plus one additional day prior to the beginning of the student school year.
  - b. Paraprofessionals newly employed may be required to work one (1) additional orientation/professional development day prior to the opening of school. These paraprofessionals shall receive written notice at the time of hire, or by June 30, whichever is later, as to when this day will occur. The Association will be notified in writing of the scheduling of this day and will be provided with a half-hour of time to meet with the paraprofessionals on this day.
  - c. Second-year (2<sup>nd</sup> year) paraprofessionals may be required to attend one orientation/professional development day prior to the arrival of the balance of the paraprofessional staff. All such days shall not be student contact days.
2. Insofar as the days during the week of Election Day and NJEA Convention are non-instructional days for students, paraprofessionals shall not be required to work that week and shall suffer no loss in pay.
3. Paraprofessionals shall work on early release professional days when scheduled by the district. Paraprofessionals selected to be trainers shall receive two (2) hours of release time or compensation at the negotiated hourly rate for preparation and shall receive a 50% differential for that day spent training.
4. Paraprofessionals shall be granted any early release days provided to certificated staff and shall suffer no loss in pay. In the event a paraprofessional is required to remain beyond the early release time, the paraprofessional shall be granted compensatory time or additional pay at the negotiated hourly rate for all hours worked beyond the early release time.

### **B. Work Day**

1. The regular work day shall be seven (7) hours. Paraprofessionals contracted to a workday greater or less than the seven (7) hour standard shall be contracted to a pro-rata salary to seven (7) hours.
2. Paraprofessionals contracted for five (5) or more hours shall receive a duty-free lunch of at least a half-hour (1/2 hour) within their workday and to be scheduled within the timeframe that students are served lunch. Those contracted to between three (3) and five (5) hours shall receive a fifteen (15) minute break scheduled within their workday.
3. Paraprofessionals shall not be required to attend staff meetings and parent conferences.

### **C. Extra Employment**

1. Any work assigned beyond the workday shall be paid at the following rates:  
2022-23: \$18.25/hr.  
2023-24: \$18.75/hr.  
2024-25: \$19.25/hr.  
2025-26: \$19.75/hr.  
2026-28: \$20.25/hr.

**Activities and Athletics security assignments shall continue to be paid at the rate outlined in the South Brunswick EA agreement.**

2. Summer work and extended school year (ESY) shall be paid at each paraprofessional's hourly rate (Rate = Salary / 181 / contracted hours). Salary shall include a paraprofessional's base pay, plus any additional stipends and longevity.
- 
- D. Each paraprofessional shall serve a probationary period of 30 (thirty) calendar days. At any time during the probationary period, the Board may terminate the services of the new paraprofessional for any reason. The Board shall notify unit members whether they shall be re-employed by June 15th each year.
  - E. There shall be a contract system under which, insofar as possible, employees shall be offered a written contract specifying a minimum number of hours to be worked during that school year. After 60 (sixty) calendar days of continuous assignment, a substitute paraprofessional shall be offered a contract of employment.
  - F. The normal date for issuance of such contracts shall be no later than September 15th of each year. If not given directly to the paraprofessional, the contract should be folded and stapled before being left in any mailbox or receptacle. Employees must signal their intention to accept such a contract by signing the contract and forwarding it to the district's Personnel Office within seven (7) days of receipt.
  - G. It is understood that the district may not be able to extend such contracts to all unit members because of the fluidity of their work situations. In these cases, if and when a regular number of hours can be determined which will continue until the end of the school year, a contract shall be issued at that point. Furthermore, employees who receive contracts are cautioned that these contracts provide minimum annual hours and may be increased or decreased based upon district need.
  - H. "Before school" and "after school" program time will be included in the contract listed in B. and D. above.
  - I. Hours worked by an employee over and above the contracted hours shall be vouchered.
  - J. Employees who have received a contract shall be provided 30-days' (thirty-days') written notice of a reduction in those contracted hours or a reduction in force. Reduction in hours for contracted or vouchered before or after school hours shall

require a 15-days' (fifteen-days') written notice with 30-days' (thirty-days') notice when possible. This notice shall not apply to the first 30 (thirty) days of employment.

- K. The contract system shall be consistent with the salary structure, inclusive of work year, work day, and stipends.
- L. The Association recognizes that the Board, through its Administration, may alter contracted hours from year to year and that these changes themselves are not grievable under this Agreement.
- M. Employees who receive a contract shall receive their base pay (total pay minus any vouchered hours) in twenty (20) equal instalments commencing on September 15th.
- N. Employees who receive a contract shall be eligible to participate in all employee deduction plans offered to other district employees as long as the total of all such deductions combined with required deductions (i.e. Federal and New Jersey income tax; S.U.I.; Social Security taxes; P.E.R.S. and life insurance) in a pay period do not exceed the gross base pay listed in J. above.
- O. If the system which the parties have agreed to in A. through K. above is held to be illegal for all employees or a category of employees, such system shall be null and void for all employees or such category, respectively. In that event, the parties shall revert to the voucher system in effect prior to this Agreement.
- P. On delayed openings, early release days, or emergency closings, paraprofessionals will not be required to make up lost time.

## **ARTICLE 9 HEALTH BENEFITS**

- A. During the terms of this Agreement, all eligible employees and their eligible dependents will receive the following benefits:
  - 1. Medical Coverage: Employees may choose any of the available plans; however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan. Any employee who is enrolled in Direct 15 shall pay the difference between that option and the Direct Access 20/30 plan premium.
  - 2. The Board shall pay the full cost of the dental plan both single/family for all employees. No cost shall be borne by the employee as long as Chapter 78 applies. The employee shall have a \$25 (twenty-five dollars) deductible. The plan maximum shall be \$1,250 (one thousand two hundred fifty dollars) for the Premier plan and \$1,500 (one thousand five hundred dollars) for the PPO plan.

Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.

3. Prescription Plan: The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi-Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.
4. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district. This payment shall be paid in one payment on July 15th.
5. Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.
6. Employees enrolled in the Direct Access 20/30 Plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 Plan, and who maintain the same level of benefits (i.e. single, family, etc.), shall contribute towards health insurance a percentage of their salary, which shall be as calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{2020-21 Salary}} = \text{Contribution percentage}$$

Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute 5.5% of salary toward health benefits.

#### **ARTICLE 10 DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its paraprofessionals dues for the NJEA, NEA, or any one or any combination of such Associations as said paraprofessionals individually or voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15 9A), and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the SBAP by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. The Board will not be held responsible for disbursement of monies by said treasurer. The Association guarantees that the Board will be saved harmless from any and all legal actions that may arise regarding the collections, transfer, assessment, disbursement, misappropriation, loss, or theft of these monies.



- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

### **ARTICLE 11 ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information in the public domain.
- B. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, grievance proceedings, grievance conferences, or grievance meetings, he/she shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings, at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- D. The Association may be permitted to use school facilities and office equipment upon prior notice and approval by the building principal at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association may be permitted the reasonable use of the interschool mail facilities and school mailboxes.
- F. The Association shall be informed of employment/work status of all persons performing unit work upon request of the Association President.
- G. The Board and the Association agree to follow the terms of the Workplace Democracy Enhancement Act (WDEA).
- H. Immediately following the district meeting on the opening day for staff, a minimum of forty-five (45) 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 paraprofessionals in lieu of completing mandatory staff training or development outside of the normal workday.

### **ARTICLE 12 FULLY BARGAINED PROVISIONS**

- A. This Agreement incorporates the entire understanding of the parties on all matters

that 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 parties at the time they negotiated or executed this agreement, except as required by Chapter 123, Public Laws 1974.

- B. 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 13 SEPARABILITY**

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

### **ARTICLE 14 MANAGEMENT RIGHTS**

- 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 employees 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 position 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 (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 15 SENIORITY**

- A. There shall be seniority lists established annually as follows:
  - 1. Subsequent to the last day of school but prior to September 1st of each year in which this Article is in effect, the Board will prepare two (2) seniority lists.

The parties shall confer and agree on these lists prior to September 30th. If there is no agreement, the Board will issue the lists.

2. One seniority list shall be for instructional experience and one seniority list shall be for duty experience.
  3. Seniority shall be based upon continuous employment in a unit position. Initial placement shall be based solely on the date of hire.
  4. Employees shall be placed within the following three (3) seniority categories:
    - (a) From one-month's (1-month's) experience to 30-months (thirty-months) experience
    - (b) Over 30 (thirty) months but less than 60 (sixty) months
    - (c) Over 60 (sixty) months
  5. Anyone within each of the first two categories shall be viewed as equal in seniority. Those in the third category shall be ranked in seniority based upon individual date of hire.
- B. If a reduction in force occurs which would eliminate the total employment of an individual, then all employees in the least senior category must be released before reductions are made in the next highest category.
- C. Transfers, assignments, and reductions in hours worked shall not be subject to this seniority provision.
- D. If a reduction in hours would eliminate health benefit coverage for a senior employee, i.e. second or third level of seniority, then all less senior employees must have their hours reduced first. If an individual hired before July 1, 1996, is working 30 (thirty) hours as of June 17, 2008, her/his hours cannot be reduced below 30 (thirty) hours unless all less senior employees have their hours reduced first.

#### **ARTICLE 16 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 concerted action, the result of which is a concerted effort or an individual effort by an employee or a group of employees to withhold an employee's or group of employees' services from the Board.
- B. The Board agrees that for the life of this Agreement, there will be no lock-out of employees or the Association.

#### **ARTICLE 17 MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be construed as Board policy for the term of said Agreement

and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest and consistent with the provisions of Chapter 123, Public Law 1974.

- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be provided at the expense of the Board within 30 (thirty) days after the Agreement is signed and presented to all employees now employed or hereinafter employed.
- D. 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 Board:  
South Brunswick Board of Education  
PO Box 181  
Monmouth Junction, NJ 08852
  - 2. If by the Board, to Association:  
President at the appropriate building or to the home of President during school recess periods.

## **ARTICLE 18 COMPENSATION**

### **Salary Guides**

- 1. Salary guides are attached hereto as Appendix A
- 2. No step on these guides shall fall below minimum wage as established by the government of the United States. When hiring a new paraprofessional, credit for previous experience may be granted up to a maximum of five (5) years.
- 3. In order to receive incremental movement on the salary guide, an employee must have been in a pay status for at least one half ( $\frac{1}{2}$ ) of the scheduled workdays during the previous school year. Pay status is defined as all days the employee worked or was on a paid leave of absence.

### **B. Workshops**

- 1. Paraprofessionals who are required to attend training workshops shall be compensated at the negotiated hourly rate.
- 2. If a principal directs an employee to attend a workshop and gives written, prior approval, the Board will pay mileage pursuant to G. below.

C. Vouchers

Copies of pay vouchers or other documentation will be attached to the individual paycheck to which such vouchers relate.

D. Community Education Program Leaders

In addition to the amounts paid by voucher for parent orientation time, the stipend for Program Leaders will be as follows:

Morning \$1,000

After School

Up to 50 average attendance \$1,150

50-75 average attendance \$1,475

76 or more \$1,950

E. Longevity

1. Any employee who has been employed in a unit position for ten (10) or more years of continuous service or 20 (twenty) or more years of continuous service shall receive the longevity payment detailed under 4. below.
2. "Continuous employment" in this section shall be defined as working in a unit position without a break in service except as noted in a. below:
  - a. The layoff of an employee by the Board shall not constitute a "break in service." However, the period of time on layoff shall not count towards the ten (10) years required in 1. above.
3. Voluntary resignations shall constitute a break in service.
4. Employees qualifying under the terms of E. 1., 2., and 3. shall receive a longevity payment for ten (10) years of service as listed in Appendix B and for 20 (twenty) years of service as listed in Appendix B.
5. Eligibility for longevity payments at the ten-year (10-year) level and at the twenty-year (20-year) level shall commence on the first (1st) of the month following the anniversary date. The district shall calculate the number of hours worked by the paraprofessional for the balance of the work year starting with the commencement date for said payment and shall make prorated payments over the full work year beginning with the first paycheck of the year in which the anniversary date occurs.

F. Incentive

1. Paraprofessionals shall receive a self-improvement incentive upon the attainment of an associate degree issued by an accredited college. All such employees shall, in addition to their hourly rate and longevity, receive an additional amount per hour as indicated in Appendix B.

2. Paraprofessionals shall receive a self-improvement incentive upon the attainment of a Teacher's Aide Certificate issued by an accredited college. All such employees shall, in addition to their hourly rate and longevity, receive an additional amount per hour as indicated in Appendix B.

3. Employees possessing both the degree and the certificate under F. 1. and F. 2. shall receive the higher incentive payment only.
4. Both parties agree that the list of courses as published by any accredited college in the field of education for paraprofessionals shall be acceptable for credit toward sections F. 1. and F. 2. of this Article with the following conditions:
  - a. At least one (1) college-accredited course will be offered on the premises of the South Brunswick School District after work hours each semester, provided that the number of people enrolled meets Middlesex County College standards for implementing this type of program. The specific location of the facility within the district will be determined by the Superintendent and provided at no cost to the employees.
  - b. The cost of any textbooks, as required by any accredited college, shall be paid by the Board of Education.
  - c. The Board will pay for one half of the cost of a course taken at an accredited institution, up to a maximum of \$700 (seven hundred dollars). The Board will reimburse a maximum of two (2) courses per year for each employee. In order to be eligible for reimbursement, a grade of "B" or better must be earned, and the paraprofessional must present the district with proof of enrollment, proof of payment, and proof of grade. This tuition reimbursement will only be available to employees after working in the district for three (3) years. The total fund available for tuition reimbursement for all paraprofessional employees will be \$10,000 (ten thousand dollars) per year.
5. Members who are EpiPen designees shall be offered CPR training with compensation at the contractual hourly rate.

G. Mileage Reimbursement

Any employee who uses his/her personal vehicle for any school related business will be reimbursed by the Board at the State rate per mile unless there is a final determination or a state regulation which determines that the district shall pay at the IRS rate.

H. Educational Overnight Trips

A paraprofessional who is requested to attend an educational overnight trip by a school administrator and who receives authorization in writing from the school administrator, shall receive one-hundred-twenty-five dollars (\$125), in addition to the following stipend per day over the regular workday's pay.

- I. Paraprofessionals assigned to work as a substitute teacher shall receive a stipend of \$50 (fifty dollars [prorated for a partial day]) in addition to regular pay as a paraprofessional.

### **Autistic Stipend**

The autistic stipend listed in Appendix B applies only to paraprofessionals assigned to the following self-contained classrooms:

- a. Elementary Autism and PSD Autism classes
- b. Middle and High School MD and Autism (Life Skills) classes

### **Special Education Stipend**

The special education stipend in Appendix B applies to paraprofessionals assigned to all other special education students/programs not already receiving the autistic stipends.

\*A paraprofessional will receive only one (1) of the two (2) stipends (Special Education or Autistic) in any year.

\*The autistic stipend and special education stipend apply only to instructional paraprofessionals.

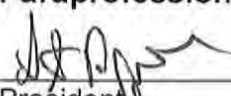
## **ARTICLE 19 DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, 2022, through June 30, 2027.

### **South Brunswick Board of Education**

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary  
6/13/23  
\_\_\_\_\_  
Date

### **South Brunswick Association of Paraprofessionals**

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary  
6/19/23  
\_\_\_\_\_  
Date



## **Appendix A – Salary Guides**

| <b>2022-23 Step</b> | <b>2022-23 Salary</b> | <b>2023-24 Step</b> | <b>2023-24 Salary</b> | <b>2024-25 Step</b> | <b>2024-25 Salary</b> | <b>2025-26 Step</b> | <b>2025-26 Salary</b> | <b>2026-27 Step</b> | <b>2026-27 Salary</b> |
|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|
| <b>C</b>            | \$ 17,648             | <b>D</b>            | \$ 18,389             | <b>E</b>            | \$ 19,236             | <b>F</b>            | \$ 20,153             | <b>F</b>            | \$ 21,330             |
| <b>D</b>            | \$ 18,000             | <b>E</b>            | \$ 18,765             | <b>F</b>            | \$ 19,800             | <b>G</b>            | \$ 20,801             | <b>G</b>            | \$ 21,565             |
| <b>E</b>            | \$ 18,318             | <b>F</b>            | \$ 19,342             | <b>G</b>            | \$ 20,448             | <b>H</b>            | \$ 21,459             | <b>H</b>            | \$ 22,224             |
| <b>F</b>            | \$ 18,906             | <b>G</b>            | \$ 19,989             | <b>H</b>            | \$ 21,106             | <b>I</b>            | \$ 22,142             | <b>I</b>            | \$ 22,906             |
| <b>G</b>            | \$ 19,553             | <b>H</b>            | \$ 20,648             | <b>I</b>            | \$ 21,789             | <b>J</b>            | \$ 22,836             | <b>J</b>            | \$ 23,601             |
| <b>H</b>            | \$ 20,212             | <b>I</b>            | \$ 21,330             | <b>J</b>            | \$ 22,483             | <b>K</b>            | \$ 23,542             | <b>K</b>            | \$ 24,306             |
| <b>I</b>            | \$ 20,895             | <b>J</b>            | \$ 22,024             | <b>K</b>            | \$ 23,189             | <b>L</b>            | \$ 24,259             | <b>L</b>            | \$ 25,024             |
| <b>J</b>            | \$ 21,589             | <b>K</b>            | \$ 22,730             | <b>L</b>            | \$ 23,895             | <b>M</b>            | \$ 24,989             | <b>M</b>            | \$ 25,754             |
| <b>K</b>            | \$ 22,295             | <b>L</b>            | \$ 23,436             | <b>M</b>            | \$ 24,624             | <b>N</b>            | \$ 25,742             | <b>N</b>            | \$ 26,507             |
| <b>L</b>            | \$ 23,001             | <b>M</b>            | \$ 24,165             | <b>N</b>            | \$ 25,365             | <b>O</b>            | \$ 26,507             | <b>O</b>            | \$ 27,271             |
| <b>M</b>            | \$ 23,730             | <b>N</b>            | \$ 24,907             | <b>O</b>            | \$ 26,130             | <b>P</b>            | \$ 27,318             | <b>P</b>            | \$ 28,083             |
| <b>N</b>            | \$ 24,471             | <b>O</b>            | \$ 25,671             | <b>P</b>            | \$ 26,942             | <b>Q</b>            | \$ 28,142             | <b>Q</b>            | \$ 28,907             |
| <b>O</b>            | \$ 25,236             | <b>P</b>            | \$ 26,471             | <b>Q</b>            | \$ 27,765             | <b>Q</b>            | \$ 28,142             | <b>Q</b>            | \$ 28,907             |
| <b>P</b>            | \$ 26,036             | <b>Q</b>            | \$ 27,295             | <b>Q</b>            | \$ 27,765             | <b>Q</b>            | \$ 28,142             | <b>Q</b>            | \$ 28,907             |
| <b>Q</b>            | \$ 26,848             | <b>Q</b>            | \$ 27,295             | <b>Q</b>            | \$ 27,765             | <b>Q</b>            | \$ 28,142             | <b>Q</b>            | \$ 28,907             |

These guides are read horizontally. For example, a paraprofessional on Step J in 2022-23 (\$21,859) moves to K (\$22,730) in 2023-24, then to L (\$23,895) in 2024-25, then to M (\$24,989) in 2025-26, and then stays on M (\$25,754) in 2026-27. Any paraprofessional who reaches Step Q stays on that step for the remainder of the contract term.

Salaries in the table above are based upon the standard 181 day work year and 6.5 hour work day (exclusive of lunch). Paraprofessionals contracted to more or less hours per day will have their salary adjusted in proportion to the standard hours. (Ex: A paraprofessional contracted for 6 daily hours will earn 92.3% of the appropriate step of that year's salary guide. A paraprofessional contracted for 7.5 daily hours will earn 115% of the appropriate step of that year's salary guide.)

## **Appendix B – Stipends**

|                                     |          |
|-------------------------------------|----------|
| <b>Longevity – 10 Years</b>         | \$ 1,882 |
| <b>Longevity – 20 Years</b>         | \$ 2,765 |
| <b>Associate's Degree Incentive</b> | \$1,177  |
| <b>Teacher's Aid Certificate</b>    | \$ 941   |

|               | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
|---------------|----------------|----------------|----------------|----------------|----------------|
| <b>Autism</b> | \$ 2,000       | \$ 2,235       | \$ 2,471       | \$ 2,706       | \$ 2,941       |

|                   | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
|-------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Special Ed</b> | \$ 1,000       | \$ 1,118       | \$ 1,235       | \$ 1,353       | \$ 1,471       |

Stipends in the tables above are also based upon the standard contract and shall also be adjusted in proportion to the paraprofessional's contract above or below the standard.

**AGREEMENT**

**between the**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**and the**

**SOUTH BRUNSWICK EDUCATION ASSOCIATION**

**July 1, 2022 to June 30, 2027**

## **Table of Contents**

If viewing this contract electronically, click on an article to be taken directly to the corresponding page.

|                                                                            |           |
|----------------------------------------------------------------------------|-----------|
| <b>ARTICLE 1 RECOGNITION .....</b>                                         | <b>2</b>  |
| <b>ARTICLE 2 NEGOTIATIONS OF SUCCESSOR AGREEMENT .....</b>                 | <b>3</b>  |
| <b>ARTICLE 3 RIGHTS OF THE BOARD .....</b>                                 | <b>3</b>  |
| <b>ARTICLE 4 RIGHTS OF THE TEACHERS .....</b>                              | <b>4</b>  |
| <b>ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES .....</b>                   | <b>4</b>  |
| <b>ARTICLE 6 GRIEVANCE PROCEDURE .....</b>                                 | <b>6</b>  |
| <b>ARTICLE 7 EMPLOYMENT .....</b>                                          | <b>10</b> |
| <b>ARTICLE 8 WORK YEAR .....</b>                                           | <b>12</b> |
| <b>ARTICLE 9 NON-TEACHING DUTIES .....</b>                                 | <b>12</b> |
| <b>ARTICLE 10 ASSIGNMENT .....</b>                                         | <b>13</b> |
| <b>ARTICLE 11 VOLUNTARY TRANSFERS AND REASSIGNMENTS .....</b>              | <b>15</b> |
| <b>ARTICLE 12 INVOLUNTARY TRANSFERS AND REASSIGNMENTS .....</b>            | <b>15</b> |
| <b>ARTICLE 13 PROMOTIONS, POSTING AND VACANCIES .....</b>                  | <b>16</b> |
| <b>ARTICLE 14 EVALUATION AND PERSONNEL FILES .....</b>                     | <b>17</b> |
| <b>ARTICLE 15 TEACHING HOURS AND TEACHING LOAD .....</b>                   | <b>19</b> |
| <b>ARTICLE 16 FACILITIES .....</b>                                         | <b>24</b> |
| <b>ARTICLE 17 PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT .....</b> | <b>24</b> |
| <b>ARTICLE 18 SICK LEAVE .....</b>                                         | <b>27</b> |
| <b>ARTICLE 19 TEMPORARY LEAVES OF ABSENCE .....</b>                        | <b>34</b> |
| <b>ARTICLE 20 EXTENDED LEAVES OF ABSENCE .....</b>                         | <b>35</b> |
| <b>ARTICLE 21 SABBATICAL LEAVE .....</b>                                   | <b>37</b> |
| <b>ARTICLE 22 PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY .....</b>     | <b>39</b> |
| <b>ARTICLE 23 HEALTH BENEFITS .....</b>                                    | <b>39</b> |
| <b>ARTICLE 24 SUMMER EMPLOYMENT .....</b>                                  | <b>42</b> |
| <b>ARTICLE 25 SALARY .....</b>                                             | <b>43</b> |
| <b>ARTICLE 26 MISCELLANEOUS .....</b>                                      | <b>44</b> |
| <b>ARTICLE 27 MAINTENANCE OF CLASSROOM MANAGEMENT AND DISCIPLINE .....</b> | <b>45</b> |
| <b>ARTICLE 28 HEALTH AND SAFETY COUNCIL .....</b>                          | <b>45</b> |
| <b>ARTICLE 29 ENROLLMENT PLAN .....</b>                                    | <b>46</b> |
| <b>ARTICLE 30 REPRESENTATION FEE .....</b>                                 | <b>46</b> |
| <b>ARTICLE 31 WORK CONTINUITY CLAUSE .....</b>                             | <b>48</b> |
| <b>ARTICLE 32 FULLY-BARGAINED PROVISION .....</b>                          | <b>49</b> |
| <b>ARTICLE 33 DURATION OF AGREEMENT .....</b>                              | <b>49</b> |
| <b>APPENDIX 1 SALARY GUIDES &amp; LONGEVITY .....</b>                      | <b>50</b> |
| <b>APPENDIX 2 SALARY SCHEDULE FOR OTHER PROFESSIONAL PERSONNEL .....</b>   | <b>57</b> |
| <b>APPENDIX 3 EXTRACURRICULAR SALARY GUIDE .....</b>                       | <b>58</b> |
| <b>APPENDIX 4 SALARY SCHEDULE FOR OTHER PROFESSIONAL ACTIVITIES .....</b>  | <b>65</b> |
| <b>APPENDIX 5 TRAINER .....</b>                                            | <b>66</b> |

## **PREAMBLE**

This Agreement is entered into this first day of July 2022, 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**

### **NEGOTIATIONS 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. 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. The President may share up to half of the allotted days with other members of the Association for their use for Association business.
  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.
- K. The Board and Association agree to follow the terms of the Workplace Democracy Enhancement Act.

## **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. A returning employee may 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 that includes three [3] members chosen by the South Brunswick Education Association will have input on the school calendar for the upcoming school year. 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 185 (one hundred eighty-five) days between September 1st and June 30th of the appropriate school year. Students shall be scheduled for 180 instructional days as required by state law (N.J.S.A. 18A:7F-9).
  - 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:

| School Location Assignment | Time for Travel |
|----------------------------|-----------------|
| All East of Route One      | 20 minutes      |
| All West of Route One      | 20 minutes      |
| Crossing over Route One    | 35 minutes      |

E. 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.

- F. 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 \$45.50 in 2022-2023, \$45.50 in 2023-2024, \$49.00 in 2024-2025, \$52.50 in 2025-2026, and \$55.00 in 2026-2027. 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, but not later than August 1 for summer transfers and not less than 30 (thirty) days in advance of transfer date during the school year. Affected staff shall be paid \$200 when informed of reassignment with less notice than specified here. After the meeting with the Superintendent, if the teacher is dissatisfied with the decision, the teacher 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 as early as practicable and in accordance with Section B of this article.
- 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) and/or any other State directed guidance.

- 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**

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.

### **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 face-to-face (in-person or virtual) 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 (fifteen) 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 face-to-face (in-person or virtual) 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.

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

- A. 1. Each building principal shall notify teachers no later than September 1st of each school year of the "sign-in" and "sign-out" procedures to be used during that school year. Teachers shall indicate their arrival using the mechanism put into place by the building principal. Teachers who leave prior to the end of the school day shall also, at the time of departure, indicate their departure using the mechanism put into place by the building principal.
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 5 (five) teaching periods or 300 (three hundred) minutes of pupil contact. If a high school teacher, by mutual agreement, is scheduled to teach more than 5 (five) teaching periods in any 2-day (two-day) period, the teacher shall be paid an additional stipend for the school year equal to \$2,250 in 2022-2023, \$2,250 in 2023-2024, \$3,250 in 2024-2025, \$4,250 in 2025-2026, and

\$5,000 in 2026-2027. Teachers shall be paid a prorated portion of the stipend if the additional teaching period is for less than the full school year. The maximum student day in the High School shall be no longer than six (6) hours, 55 (fifty-five) minutes. A teaching period shall be defined as a class that requires grading, preparation, and parental contact.

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 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.

The daily teaching load in the middle schools shall be a maximum of 5 (five) teaching periods or 325 (three hundred twenty-five) minutes of pupil contact. If a middle school teacher is scheduled to teach more than 5 (five) teaching periods in any 2-day (two-day) period, the teacher shall be paid an additional stipend for the school year equal to \$1,250 in 2022-2023, \$2,250 in 2023-2024, \$3,250 in 2024-2025, \$4,250 in 2025-2026, and \$5,000 in 2026-2027. The daily teaching load in the middle schools for Encore teachers shall be 10 ½-block (half-block) class periods. If an Encore teacher is scheduled to teach more than 10 (ten) classes in any 2-day (two-day) period, the teacher shall be paid an additional stipend for the school year equal to \$625 in 2022-2023, \$1,125 in 2023-2024, \$1,625 in 2024-2025, \$2,125 in 2025-2026, and \$2,500 in 2026-2027 for an eleventh (11th) class or \$1,250 in 2022-2023, \$2,250 in 2023-2024, \$3,250 in 2024-2025, \$4,250 in 2025-2026, and \$5,000 in 2026-2027 for a twelfth (12th) class. Teachers shall be paid a prorated portion of the stipend if the additional teaching period is for less than the full school year. A teaching period shall be defined as a class that requires preparation, parental contact, and grading in which the final grade assigned is not Pass/Fail and involves more than three (3) possible grades.

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. Effective on or before July 1, 2025, the length of the preparation period shall be no less than 40 (forty) continuous minutes on a full day and adjusted accordingly on early release days or delayed opening days. The additional preparation time shall be phased in beginning July 1, 2022, with Library and Art in the first year and a minimum of one additional special area each subsequent year until complete. Transition time, or passing time, shall be at least five (5) minutes, and shall not be included as part of the preparation period.
  - 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 shall reserve one (1) afternoon per week to attend meetings, which will be on Mondays. When school is not in session on a Monday, then no meeting will be scheduled that week except in the case of an emergency, as defined in Section E of this article. There shall be a maximum of thirty (30) meetings per school year and no more than three (3) meeting days per teacher in any month. Meetings shall end no later than one (1) hour beyond student dismissal time. Principals shall provide a tentative schedule of meetings for the year by the first workday in September, and changes to the meeting schedule shall require fifteen (15) calendar days' notice.

Meetings may alternatively be scheduled in the mornings prior to the start of the school day as long as the parameters below are met.

1. The decision to hold an AM faculty meeting rests with the Building Principal as well as the following requirements:
  - a. The Principal will poll SBEA staff in their building annually asking if AM faculty meetings are desired. That poll must yield more than 50% (fifty percent) of staff being in agreement and must take place on or before September 15th each year.
  - b. Notice of an AM meeting must be provided a minimum of one month in advance of said meeting.
  - c. An AM meeting shall begin no more than 65 (sixty-five) minutes prior to the first bell.

A meeting shall be defined as an opportunity for staff to gather in person or through video conference, under direct guidance, for a professional purpose (ex: department, grade level, committee, PD, full faculty, and district job-alike). A meeting shall not be scheduled for personal celebrations, self-directed /



independent tasks or assigned work, watching pre-recorded content or “gifts of time” where staff are required to remain on campus.

The intent of a meeting is not meant to mandate that staff remain on campus after school for an extended work day but rather to be available when a meeting is scheduled. If there is no meeting, staff shall not be required to remain after school on campus to complete their professional responsibilities.

A meeting agenda outlining the topics or activities to be covered shall be provided to staff no later than the end of the work day prior to the meeting date. Teachers shall have the opportunity to add items to the agenda. Failure to meet this deadline shall cancel the meeting.

- E. An emergency shall be defined as any situation involving the health and welfare of students and/or professional staff.
- 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. 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.
- I. 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.
- J. No teacher shall be assigned to more than one (1) job-alike group.
- K. IEP Writing Release Time

A certified special education teacher who writes goals, objectives, and Present Levels of Academic Achievement and Functional Performance statements (PLAAPs) shall be excused from one early release Professional Development (PD) day per year as long as early release days are provided in the school calendar.

- L. There shall be no evening obligations on the November general election day.

## **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 EDUCATION 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, supervision or educational administration, 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. 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.
- H. Applications for horizontal movement on the salary guide as a result of the completion of education only will be considered by the Board of Education two (2) times per year, at its second meeting in October and its second meeting in February. Members who have completed sufficient graduate credits to earn a horizontal movement on the salary guide shall provide the Superintendent with certification and proof of this achievement at least 14 (fourteen) calendar days prior

to one of the above referenced two (2) Board meetings. Salary changes shall be effective beginning with the first payroll following the Board meeting approving the horizontal movement.

Applications for horizontal movement only will be approved where the graduate-level courses are 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, supervision or educational administration, or computer science.

## **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. Family Care Leave: In the case of illness to the following family members: husband, wife, registered domestic partner, grandparent, aunt, uncle, child, parent, sibling, or other family member residing in the residence, or in the case of an intended parent through surrogacy, adoption, or fostering, the employee may use up to five (5) of their sick days for care of the aforementioned categories. In any given school year, the employee is limited to a maximum of five (5) days. If not used as family care leave days, these days will carry over as sick days.

2. 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.
3.
  - 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 3. a. above shall be paid to the estate of the deceased teacher.
4.
  - 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. or C. 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. All days used from the sick bank shall run concurrently with any applicable statutory or contractual disability leave.
- j. Requests are only approved for the member's own debilitating injury or illness.
- k. 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. Eligibility for any disability benefit begins once a member completes four (4) years of service in the district. Extended total disability benefits shall be payable to teachers who work full 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 a 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 50 percent (fifty percent) of teacher salary subject to the limitations of e. below, at the time disability began except that there shall be a \$2,500 monthly limit on payments to full-time employees under this Section.
- 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 one (1) full school year (10 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, Sick Leave Bank payouts, 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 four (4) 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 or Sick Leave Bank.

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) days 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 and the matter relates to the District's business.
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.
3. A teacher returning from a leave of absence greater than one (1) month will have their accrued sick leave prorated accordingly. By way of example only, if a ten-month (10-month) teacher is on leave for two (2) months, that individual will receive a total of eight (8) sick days for the school year.

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 who is an intended parent 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.

“Intended parent” shall include but not be limited to any teacher adopting a child and any teacher establishing parentage through a surrogacy arrangement.

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 reinstitution 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 of 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 Direct

15 shall pay the full difference between that option and the Direct Access 20/30 plan premium by way of equal payroll deductions.

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. **Employee Health Insurance Contributions:** Effective July 1, 2021, employees in the District's Health Insurance Plans will contribute a percentage of their salary, which is calculated as follows:

- a. **Employees Presently Utilizing the District's Base Insurance Plan (Direct Access 20/30 Plan):**

Step 1: 
$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{Current Salary}} = \text{Current contribution percentage}$$

Employee's new contribution percentage will remain in place so long as the employee continues to remain in the District's Base Insurance Plan (Direct Access 20/30) and employee does not modify their level of benefits (i.e. single, family, etc.). Once an employee leaves the District's Base Insurance Plan or modifies their level of benefits, any future contributions will be calculated in accordance with item b. below or State law (depending on which is applicable).

- b. **All Other Employees Who Wish to Utilize the District's Base Insurance Plan**

All employees who do not qualify under item a. above will contribute the following percentages of their salary should they use the District's Base Insurance Plan (Direct Access 20/30):

|                |      |
|----------------|------|
| Single:        | 5.5% |
| Parent/Child:  | 7.0% |
| Spouse/Spouse: | 8.0% |
| Family:        | 9.5% |

- 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.
- E. The following provisions shall be applicable only while the Board is in a self-insured model.
1. The Board shall provide the following documents to the Association one time annually upon request:
    - a. Rate renewal report for each self-funded benefit and reinsurance / stop-loss;
    - b. Reserve account balances;
    - c. Financial and utilization status of the in-district clinic.
  2. The Board shall provide the following documents to the Association one time annually upon request:
    - a. Utilization/loss-ratio report for each self-funded benefit;

- b. Reinsurance, and other costs or fees paid [e.g, third-party administrator (TPA)];
- c. Rebates and stop-loss reimbursements received.

## **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: \$45.50 in 2022-2023, \$45.50 in 2023-2024, \$49.00 in 2024-2025, \$52.50 in 2025-2026, and \$55.00 in 2026-2027. 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 \$45.50 in 2022-2023, \$45.50 in 2023-2024, \$49.00 in 2024-2025, \$52.50 in 2025-2026, and \$55.00 in 2026-2027.
- 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 \$45.50 in 2022-2023, \$45.50 in 2023-2024, \$49.00 in 2024-2025, \$52.50 in 2025-2026, and \$55.00 in 2026-2027.

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, 2022, the teacher salary schedule shall be as formulated in Appendix 1.A.
2. Effective July 1, 2023, the teacher salary schedule shall be as formulated in Appendix 1.B.
3. Effective July 1, 2024, the teacher salary schedule shall be as formulated in Appendix 1.C.
4. Effective July 1, 2025, the teacher salary schedule shall be as formulated in Appendix 1.D.
5. Effective July 1, 2026, the teacher salary schedule shall be as formulated in Appendix 1.E.
6. Salaries for the Athletic Trainer are set in Appendix 5.
7. 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 agendaized, 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, 2022, and shall continue in full force and effect through June 30, 2027, 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**  
**SALARY GUIDES & LONGEVITY**

**Longevity:**

| Step     | Years in District | 2022-23       | 2023-24       | 2024-25       | 2025-26       | 2026-27       |
|----------|-------------------|---------------|---------------|---------------|---------------|---------------|
| <b>A</b> | 15 or 16          | <b>\$1275</b> | <b>\$1275</b> | <b>\$1350</b> | <b>\$1425</b> | <b>\$1500</b> |
| <b>B</b> | 17 or 18          | <b>\$1875</b> | <b>\$1875</b> | <b>\$1950</b> | <b>\$2025</b> | <b>\$2100</b> |
| <b>C</b> | 19 or 20          | <b>\$2475</b> | <b>\$2475</b> | <b>\$2550</b> | <b>\$2625</b> | <b>\$2700</b> |
| <b>D</b> | 21 or 22          | <b>\$3075</b> | <b>\$3075</b> | <b>\$3150</b> | <b>\$3225</b> | <b>\$3300</b> |
| <b>E</b> | 23 or 24          | <b>\$3675</b> | <b>\$3675</b> | <b>\$3750</b> | <b>\$3825</b> | <b>\$3900</b> |
| <b>F</b> | 25 or 26          | <b>\$4275</b> | <b>\$4275</b> | <b>\$4350</b> | <b>\$4425</b> | <b>\$4500</b> |
| <b>G</b> | 27 or more        | <b>\$4875</b> | <b>\$4875</b> | <b>\$4950</b> | <b>\$5025</b> | <b>\$5100</b> |

- a. The amounts in the table above are not cumulative.
- b. Longevity shall be defined as continuous years of service in this unit and will be earned at the completion of the anniversary date of hire. Administrative approved leaves of absence (e.g. disability, child rearing, sabbatical, etc.) shall not constitute a break in service.

**APPENDIX 1-A**  
**SALARY GUIDE**  
**2022-2023**

| <b>STEP<br/>2021-22</b> | <b>STEP<br/>2022-23</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>DM</b> | <b>DOC</b> |
|-------------------------|-------------------------|-----------|--------------|--------------|-----------|--------------|--------------|-----------|------------|
|                         | <b>1</b>                | 60,525    | 61,525       | 63,025       | 63,725    | 65,425       | 67,025       | 67,625    | 68,725     |
| <b>1</b>                | <b>2</b>                | 60,675    | 61,675       | 63,175       | 63,875    | 65,575       | 67,175       | 67,775    | 68,875     |
| <b>2</b>                | <b>3</b>                | 61,275    | 62,275       | 63,775       | 64,475    | 66,175       | 67,775       | 68,375    | 69,475     |
| <b>3</b>                | <b>4</b>                | 62,100    | 63,100       | 64,600       | 65,300    | 67,000       | 68,600       | 69,200    | 70,300     |
| <b>4</b>                | <b>5</b>                | 63,100    | 64,100       | 65,600       | 66,300    | 68,000       | 69,600       | 70,200    | 71,300     |
| <b>5</b>                | <b>6</b>                | 64,450    | 65,450       | 66,950       | 67,650    | 69,350       | 70,950       | 71,550    | 72,650     |
| <b>6</b>                | <b>7</b>                | 65,900    | 66,900       | 68,400       | 69,100    | 70,800       | 72,400       | 73,000    | 74,100     |
| <b>7</b>                | <b>8</b>                | 67,500    | 68,500       | 70,000       | 70,700    | 72,400       | 74,000       | 74,600    | 75,700     |
| <b>8</b>                | <b>9</b>                | 69,900    | 70,900       | 72,400       | 73,100    | 74,800       | 76,400       | 77,000    | 78,100     |
| <b>9</b>                | <b>10</b>               | 72,500    | 73,500       | 75,000       | 75,700    | 77,400       | 79,000       | 79,600    | 80,700     |
| <b>10</b>               | <b>11</b>               | 75,500    | 76,500       | 78,000       | 78,700    | 80,400       | 82,000       | 82,600    | 83,700     |
| <b>11</b>               | <b>12</b>               | 79,000    | 80,000       | 81,500       | 82,200    | 83,900       | 85,500       | 86,100    | 87,200     |
| <b>12</b>               | <b>13</b>               | 82,700    | 83,700       | 85,200       | 85,900    | 87,600       | 89,200       | 89,800    | 90,900     |
| <b>13</b>               | <b>14</b>               | 87,200    | 88,200       | 89,700       | 90,400    | 92,100       | 93,700       | 94,300    | 95,400     |
| <b>14-15</b>            | <b>15</b>               | 91,800    | 92,800       | 94,300       | 95,000    | 96,700       | 98,300       | 98,900    | 100,000    |

**APPENDIX 1-B**  
**SALARY GUIDE**  
**2023-2024**

| <b>STEP<br/>2022-23</b> | <b>STEP<br/>2023-24</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>DM</b> | <b>DOC</b> |
|-------------------------|-------------------------|-----------|--------------|--------------|-----------|--------------|--------------|-----------|------------|
|                         | <b>1</b>                | 61,250    | 62,250       | 63,750       | 64,450    | 66,150       | 67,750       | 68,350    | 69,550     |
| <b>1</b>                | <b>2</b>                | 61,350    | 62,350       | 63,850       | 64,550    | 66,250       | 67,850       | 68,450    | 69,650     |
| <b>2</b>                | <b>3</b>                | 61,600    | 62,600       | 64,100       | 64,800    | 66,500       | 68,100       | 68,700    | 69,900     |
| <b>3</b>                | <b>4</b>                | 62,700    | 63,700       | 65,200       | 65,900    | 67,600       | 69,200       | 69,800    | 71,000     |
| <b>4</b>                | <b>5</b>                | 64,000    | 65,000       | 66,500       | 67,200    | 68,900       | 70,500       | 71,100    | 72,300     |
| <b>5</b>                | <b>6</b>                | 65,600    | 66,600       | 68,100       | 68,800    | 70,500       | 72,100       | 72,700    | 73,900     |
| <b>6</b>                | <b>7</b>                | 67,200    | 68,200       | 69,700       | 70,400    | 72,100       | 73,700       | 74,300    | 75,500     |
| <b>7</b>                | <b>8</b>                | 69,100    | 70,100       | 71,600       | 72,300    | 74,000       | 75,600       | 76,200    | 77,400     |
| <b>8</b>                | <b>9</b>                | 71,600    | 72,600       | 74,100       | 74,800    | 76,500       | 78,100       | 78,700    | 79,900     |
| <b>9</b>                | <b>10</b>               | 74,300    | 75,300       | 76,800       | 77,500    | 79,200       | 80,800       | 81,400    | 82,600     |
| <b>10</b>               | <b>11</b>               | 77,300    | 78,300       | 79,800       | 80,500    | 82,200       | 83,800       | 84,400    | 85,600     |
| <b>11</b>               | <b>12</b>               | 80,800    | 81,800       | 83,300       | 84,000    | 85,700       | 87,300       | 87,900    | 89,100     |
| <b>12</b>               | <b>13</b>               | 84,500    | 85,500       | 87,000       | 87,700    | 89,400       | 91,000       | 91,600    | 92,800     |
| <b>13</b>               | <b>14</b>               | 89,000    | 90,000       | 91,500       | 92,200    | 93,900       | 95,500       | 96,100    | 97,300     |
| <b>14-15</b>            | <b>15</b>               | 93,600    | 94,600       | 96,100       | 96,800    | 98,500       | 100,100      | 100,700   | 101,900    |

**APPENDIX 1-C**  
**SALARY GUIDE**  
**2024-2025**

| <b>STEP<br/>2023-24</b> | <b>STEP<br/>2024-25</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>DM</b> | <b>DOC</b> |
|-------------------------|-------------------------|-----------|--------------|--------------|-----------|--------------|--------------|-----------|------------|
|                         | <b>1</b>                | 62,875    | 63,875       | 65,375       | 66,075    | 67,775       | 69,375       | 69,975    | 71,175     |
| <b>1</b>                | <b>2</b>                | 62,975    | 63,975       | 65,475       | 66,175    | 67,875       | 69,475       | 70,075    | 71,275     |
| <b>2</b>                | <b>3</b>                | 63,175    | 64,175       | 65,675       | 66,375    | 68,075       | 69,675       | 70,275    | 71,475     |
| <b>3</b>                | <b>4</b>                | 63,675    | 64,675       | 66,175       | 66,875    | 68,575       | 70,175       | 70,775    | 71,975     |
| <b>4</b>                | <b>5</b>                | 65,175    | 66,175       | 67,675       | 68,375    | 70,075       | 71,675       | 72,275    | 73,475     |
| <b>5</b>                | <b>6</b>                | 66,675    | 67,675       | 69,175       | 69,875    | 71,575       | 73,175       | 73,775    | 74,975     |
| <b>6</b>                | <b>7</b>                | 68,575    | 69,575       | 71,075       | 71,775    | 73,475       | 75,075       | 75,675    | 76,875     |
| <b>7</b>                | <b>8</b>                | 70,725    | 71,725       | 73,225       | 73,925    | 75,625       | 77,225       | 77,825    | 79,025     |
| <b>8</b>                | <b>9</b>                | 73,350    | 74,350       | 75,850       | 76,550    | 78,250       | 79,850       | 80,450    | 81,650     |
| <b>9</b>                | <b>10</b>               | 76,250    | 77,250       | 78,750       | 79,450    | 81,150       | 82,750       | 83,350    | 84,550     |
| <b>10</b>               | <b>11</b>               | 79,350    | 80,350       | 81,850       | 82,550    | 84,250       | 85,850       | 86,450    | 87,650     |
| <b>11</b>               | <b>12</b>               | 82,850    | 83,850       | 85,350       | 86,050    | 87,750       | 89,350       | 89,950    | 91,150     |
| <b>12</b>               | <b>13</b>               | 86,550    | 87,550       | 89,050       | 89,750    | 91,450       | 93,050       | 93,650    | 94,850     |
| <b>13</b>               | <b>14</b>               | 91,050    | 92,050       | 93,550       | 94,250    | 95,950       | 97,550       | 98,150    | 99,350     |
| <b>14-15</b>            | <b>15</b>               | 95,650    | 96,650       | 98,150       | 98,850    | 100,550      | 102,150      | 102,750   | 103,950    |

**APPENDIX 1-D**  
**SALARY GUIDE**  
**2025-2026**

| <b>STEP<br/>2024-25</b> | <b>STEP<br/>2025-26</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>DM</b> | <b>DOC</b> |
|-------------------------|-------------------------|-----------|--------------|--------------|-----------|--------------|--------------|-----------|------------|
|                         | <b>1</b>                | 64,315    | 65,315       | 66,815       | 67,515    | 69,215       | 70,815       | 71,415    | 72,615     |
| <b>1</b>                | <b>2</b>                | 64,415    | 65,415       | 66,915       | 67,615    | 69,315       | 70,915       | 71,515    | 72,715     |
| <b>2</b>                | <b>3</b>                | 64,615    | 65,615       | 67,115       | 67,815    | 69,515       | 71,115       | 71,715    | 72,915     |
| <b>3</b>                | <b>4</b>                | 65,015    | 66,015       | 67,515       | 68,215    | 69,915       | 71,515       | 72,115    | 73,315     |
| <b>4</b>                | <b>5</b>                | 65,515    | 66,515       | 68,015       | 68,715    | 70,415       | 72,015       | 72,615    | 73,815     |
| <b>5</b>                | <b>6</b>                | 67,265    | 68,265       | 69,765       | 70,465    | 72,165       | 73,765       | 74,365    | 75,565     |
| <b>6</b>                | <b>7</b>                | 69,465    | 70,465       | 71,965       | 72,665    | 74,365       | 75,965       | 76,565    | 77,765     |
| <b>7</b>                | <b>8</b>                | 71,965    | 72,965       | 74,465       | 75,165    | 76,865       | 78,465       | 79,065    | 80,265     |
| <b>8</b>                | <b>9</b>                | 74,950    | 75,950       | 77,450       | 78,150    | 79,850       | 81,450       | 82,050    | 83,250     |
| <b>9</b>                | <b>10</b>               | 77,950    | 78,950       | 80,450       | 81,150    | 82,850       | 84,450       | 85,050    | 86,250     |
| <b>10</b>               | <b>11</b>               | 81,250    | 82,250       | 83,750       | 84,450    | 86,150       | 87,750       | 88,350    | 89,550     |
| <b>11</b>               | <b>12</b>               | 84,950    | 85,950       | 87,450       | 88,150    | 89,850       | 91,450       | 92,050    | 93,250     |
| <b>12</b>               | <b>13</b>               | 88,750    | 89,750       | 91,250       | 91,950    | 93,650       | 95,250       | 95,850    | 97,050     |
| <b>13</b>               | <b>14</b>               | 93,250    | 94,250       | 95,750       | 96,450    | 98,150       | 99,750       | 100,350   | 101,550    |
| <b>14-15</b>            | <b>15</b>               | 97,850    | 98,850       | 100,350      | 101,050   | 102,750      | 104,350      | 104,950   | 106,150    |



**APPENDIX 1-E**  
**SALARY GUIDE**  
**2026-2027**

| <b>STEP<br/>2025-26</b> | <b>STEP<br/>2026-27</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>DM</b> | <b>DOC</b> |
|-------------------------|-------------------------|-----------|--------------|--------------|-----------|--------------|--------------|-----------|------------|
|                         | <b>1</b>                | 67,380    | 68,380       | 69,880       | 70,580    | 72,280       | 73,880       | 74,480    | 75,680     |
| <b>1</b>                | <b>2</b>                | 67,480    | 68,480       | 69,980       | 70,680    | 72,380       | 73,980       | 74,580    | 75,780     |
| <b>2</b>                | <b>3</b>                | 67,580    | 68,580       | 70,080       | 70,780    | 72,480       | 74,080       | 74,680    | 75,880     |
| <b>3</b>                | <b>4</b>                | 67,780    | 68,780       | 70,280       | 70,980    | 72,680       | 74,280       | 74,880    | 76,080     |
| <b>4</b>                | <b>5</b>                | 68,080    | 69,080       | 70,580       | 71,280    | 72,980       | 74,580       | 75,180    | 76,380     |
| <b>5</b>                | <b>6</b>                | 68,830    | 69,830       | 71,330       | 72,030    | 73,730       | 75,330       | 75,930    | 77,130     |
| <b>6</b>                | <b>7</b>                | 70,630    | 71,630       | 73,130       | 73,830    | 75,530       | 77,130       | 77,730    | 78,930     |
| <b>7</b>                | <b>8</b>                | 73,230    | 74,230       | 75,730       | 76,430    | 78,130       | 79,730       | 80,330    | 81,530     |
| <b>8</b>                | <b>9</b>                | 76,430    | 77,430       | 78,930       | 79,630    | 81,330       | 82,930       | 83,530    | 84,730     |
| <b>9</b>                | <b>10</b>               | 79,630    | 80,630       | 82,130       | 82,830    | 84,530       | 86,130       | 86,730    | 87,930     |
| <b>10</b>               | <b>11</b>               | 83,100    | 84,100       | 85,600       | 86,300    | 88,000       | 89,600       | 90,200    | 91,400     |
| <b>11</b>               | <b>12</b>               | 86,900    | 87,900       | 89,400       | 90,100    | 91,800       | 93,400       | 94,000    | 95,200     |
| <b>12</b>               | <b>13</b>               | 90,800    | 91,800       | 93,300       | 94,000    | 95,700       | 97,300       | 97,900    | 99,100     |
| <b>13</b>               | <b>14</b>               | 95,300    | 96,300       | 97,800       | 98,500    | 100,200      | 101,800      | 102,400   | 103,600    |
| <b>14-15</b>            | <b>15</b>               | 100,000   | 101,000      | 102,500      | 103,200   | 104,900      | 106,500      | 107,100   | 108,300    |

### 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<br>2022-<br>23                              | Stipend<br>2023-<br>24                              | Stipend<br>2024-<br>25                              | Stipend<br>2025-<br>26                              | Stipend<br>2026-<br>27                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| A. | Chairperson                                                                                                                                                                                                                                                                | \$4,657                                             | \$4,657                                             | \$4,750                                             | \$4,845                                             | \$4,845                                             |
| B. | Social Worker                                                                                                                                                                                                                                                              | \$685                                               | \$685                                               | \$699                                               | \$713                                               | \$713                                               |
| C. | Elementary Computer Specialist,<br>Student Activities Coordinator in the<br>High School, Deans in the High<br>School and Middle Schools,<br>Coordinator for Alternative Center for<br>Education, PEER Coordinator,<br>HiTops Coordinator, Project<br>Adventure Coordinator | \$4,657                                             | \$4,657                                             | \$4,750                                             | \$4,845                                             | \$4,845                                             |
| D. | Technology Coordinator                                                                                                                                                                                                                                                     | \$1,995                                             | \$1,995                                             | \$2,035                                             | \$2,076                                             | \$2,076                                             |
| E. | Student Support Team (SST)*<br>Team Leader<br>Case Coordinator<br>Fixed Team Member                                                                                                                                                                                        | \$561<br>\$341<br>\$116                             | \$617<br>\$375<br>\$127                             | \$679<br>\$413<br>\$140                             | \$747<br>\$454<br>\$154                             | \$821<br>\$499<br>\$169                             |
| F  | Web-Social Media Master:<br>• High School<br>• Middle School<br>• Elementary<br>• Maintain 3 building websites<br>• Maintain 2 building websites<br>• Maintain 1 building website                                                                                          | \$2,206<br>\$2,206<br>\$2,716<br>\$2,206<br>\$1,166 | \$2,206<br>\$2,206<br>\$2,716<br>\$2,206<br>\$1,166 | \$2,250<br>\$2,250<br>\$2,770<br>\$2,250<br>\$1,189 | \$2,295<br>\$2,295<br>\$2,825<br>\$2,295<br>\$1,213 | \$2,295<br>\$2,295<br>\$2,825<br>\$2,295<br>\$1,213 |
| G  | Harassment, Intimidation, and<br>Bullying:<br>• Elementary School Anti-Bullying<br>Specialists (ABS)<br>• Middle School Anti-Bullying<br>Specialists (ABS)<br>• High School Anti-Bullying<br>Specialists (ABS)                                                             | \$1,040<br>\$1,561<br>\$3,121                       | \$1,040<br>\$1,561<br>\$3,121                       | \$1,061<br>\$1,592<br>\$3,183                       | \$1,082<br>\$1,624<br>\$3,247                       | \$1,082<br>\$1,624<br>\$3,247                       |
| H  | Staff Developer for Technology<br>Elementary<br>Middle School<br>High School                                                                                                                                                                                               | \$5,100<br>\$5,100<br>\$5,100                       | \$5,100<br>\$5,100<br>\$5,100                       | \$5,202<br>\$5,202<br>\$5,202                       | \$5,306<br>\$5,306<br>\$5,306                       | \$5,306<br>\$5,306<br>\$5,306                       |

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

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

J. 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 school 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, 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. The listing of the titles in Appendix 3 is subject to Article 3 of this contract.

| <b>HIGH SCHOOL<br/>COACHING POSITIONS</b> | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
|-------------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| <b>SPORTS</b>                             |                                        |                            |                                        |
| <b>HEAD COACHES: BOYS AND GIRLS</b>       |                                        |                            |                                        |
| Football                                  | \$10,060                               | \$10,261                   | \$10,466                               |
| Basketball, Wrestling                     | \$9,707                                | \$9,901                    | \$10,099                               |

|                                                                                                                                                                                                                                |                                        |                            |                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| Baseball, Cross Country, Field Hockey, Gymnastics, Ice Hockey, Lacrosse, Soccer, Softball, Spring Track, Swimming, Tennis, Volleyball, Winter Track, Golf, Bowling, Cheerleading (per season), Dance Advisor - Head Coach      | \$8,080                                | \$8,242                    | \$8,406                                |
|                                                                                                                                                                                                                                |                                        |                            |                                        |
| <b>ASSISTANT COACHES: BOYS AND GIRLS</b>                                                                                                                                                                                       |                                        |                            |                                        |
| Football                                                                                                                                                                                                                       | \$7,042                                | \$7,183                    | \$7,326                                |
| Basketball, Wrestling                                                                                                                                                                                                          | \$6,729                                | \$6,864                    | \$7,001                                |
| Baseball, Cross Country, Field Hockey, Gymnastics, Ice Hockey, Lacrosse, Soccer, Softball, Spring Track, Swimming, Tennis, Volleyball, Winter Track, Golf, Bowling, Cheerleading (per season), Dance Advisor - Assistant Coach | \$5,652                                | \$5,765                    | \$5,880                                |
| Dance Choreographer                                                                                                                                                                                                            | \$2,040                                | \$2,081                    | \$2,122                                |
| Cheerleading Choreographer                                                                                                                                                                                                     | \$1,020                                | \$1,040                    | \$1,061                                |
| Weight Room Supervisor - per season (Fall/Winter, Winter/Spring, Summer)                                                                                                                                                       | \$3,823                                | \$3,899                    | \$3,977                                |
| Strength and Conditioning Coach (per season)                                                                                                                                                                                   | \$4,923                                | \$5,021                    | \$5,121                                |
| Special Olympics Coach                                                                                                                                                                                                         | \$694                                  | \$708                      | \$722                                  |
| Unified Sports Coach                                                                                                                                                                                                           | \$1,020                                | \$1040                     | \$1,061                                |
| Site Manager for After School and Evening Activities                                                                                                                                                                           |                                        |                            |                                        |
| Fall                                                                                                                                                                                                                           | \$6,120                                | \$6,242                    | \$6,367                                |
| Winter                                                                                                                                                                                                                         | \$9,180                                | \$9,364                    | \$9,551                                |
| Spring                                                                                                                                                                                                                         | \$6,120                                | \$6242                     | \$6,367                                |
| <b>HIGH SCHOOL MUSIC</b>                                                                                                                                                                                                       | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
| Fall Band Director                                                                                                                                                                                                             | \$8,297                                | \$8,432                    | \$8,601                                |
| Fall Assistant Band Director                                                                                                                                                                                                   | \$3,919                                | \$3,997                    | \$4,077                                |
| Fall Band Front Advisor                                                                                                                                                                                                        | \$4,583                                | \$4,675                    | \$4,768                                |
| Fall Assistant Colorguard Instructor                                                                                                                                                                                           | \$2,173                                | \$2,216                    | \$2,261                                |
| Winterguard Director                                                                                                                                                                                                           | \$4,583                                | \$4,675                    | \$4,768                                |
| Assistant Winterguard Director                                                                                                                                                                                                 | \$2,173                                | \$2,216                    | \$2,261                                |
| Spring Band Director                                                                                                                                                                                                           | \$4,583                                | \$4,675                    | \$4,768                                |
| Spring Assistant Band Director                                                                                                                                                                                                 | \$2,173                                | \$2,216                    | \$2,261                                |
| Spring Band Front Advisor                                                                                                                                                                                                      | \$2,308                                | \$2,354                    | \$2,401                                |
| Spring Assistant Band Front Advisor                                                                                                                                                                                            | \$1,095                                | \$1,117                    | \$1,139                                |
| Jazz Band                                                                                                                                                                                                                      | \$1,496                                | \$1,526                    | \$1,556                                |
| Madrigal Choir                                                                                                                                                                                                                 | \$2,378                                | \$2,426                    | \$2,474                                |

|                                   |                                        |                            |                                        |
|-----------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| <b>HIGH SCHOOL CLASS ADVISORS</b> | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
| Freshman                          | \$1,697                                | \$1,731                    | \$1,766                                |
| Sophomore                         | \$2,418                                | \$2,466                    | \$2,516                                |
| Junior                            | \$3,558                                | \$3,629                    | \$3,702                                |
| Senior                            | \$3,558                                | \$3,629                    | \$3,702                                |
| <b>HIGH SCHOOL</b>                | <b>STIPEND</b>                         | <b>STIPEND</b>             | <b>STIPEND</b>                         |

| <b>CLUBS</b>                                                    | <b>2022-23<br/>2023-24</b> | <b>2024-25</b> | <b>2025-26<br/>2026-27</b> |
|-----------------------------------------------------------------|----------------------------|----------------|----------------------------|
| *Non-Specified Clubs or New Clubs                               | \$1,387                    | \$1,415        | \$1,443                    |
| Amnesty Club Advisor                                            | \$1,387                    | \$1,415        | \$1,443                    |
| Art Club Advisor                                                | \$1,387                    | \$1,415        | \$1,443                    |
| Asian Culture Club Advisor                                      | \$1,387                    | \$1,415        | \$1,443                    |
| Badminton Club Advisor                                          | \$1,387                    | \$1,415        | \$1,443                    |
| Biology & Medical Futures Club Advisor                          | \$1,387                    | \$1,415        | \$1,443                    |
| Chemistry Olympics Club Advisor                                 | \$1,387                    | \$1,415        | \$1,443                    |
| Computer Science Club Advisor                                   | \$1,387                    | \$1,415        | \$1,443                    |
| Dead Presidents Society Club Advisor                            | \$1,387                    | \$1,415        | \$1,443                    |
| DECA Advisor                                                    | \$1,387                    | \$1,415        | \$1,443                    |
| Discovery Club/Special Olympics Club Advisor                    | \$1,387                    | \$1,415        | \$1,443                    |
| Family, Career and Community Leaders of America (FCCLA) Advisor | \$2,769                    | \$2,824        | \$2,880                    |
| Future Business Leaders of America (FBLA) Advisor               | \$1,387                    | \$1,415        | \$1,443                    |
| Future Educators Club Advisor                                   | \$1,387                    | \$1,415        | \$1,443                    |
| Honor Society Advisor                                           | \$1,640                    | \$1,673        | \$1,706                    |
| Interact Club Advisor                                           | \$1,387                    | \$1,415        | \$1,443                    |
| Junior Statesmen of America Advisor                             | \$1,572                    | \$1,603        | \$1,635                    |
| Law Club Advisor                                                | \$1,387                    | \$1,415        | \$1,443                    |
| Literary Magazine Advisor                                       | \$2,418                    | \$2,466        | \$2,515                    |
| Mathletes Club Advisor                                          | \$2,418                    | \$2,466        | \$2,515                    |
| Model United Nations Club Advisor                               | \$1,387                    | \$1,415        | \$1,443                    |
| New Student Mentoring Club Advisor                              | \$1,387                    | \$1,415        | \$1,443                    |
| Peers Assisting Life Skills (PALS) Club Advisor                 | \$1,387                    | \$1,415        | \$1,443                    |
| Project Adventure Club Advisor                                  | \$2,361                    | \$2,408        | \$2,456                    |
| Project Adventure Assistant Advisor                             | \$1,387                    | \$1,415        | \$1,443                    |
| Public Health Club Advisor                                      | \$1,387                    | \$1,415        | \$1,443                    |
| Quill Club Advisor                                              | \$1,387                    | \$1,415        | \$1,443                    |
| Robotics Club Advisor                                           | \$5,610                    | \$5,722        | \$5,836                    |
| Robotics Club Assistant Advisor                                 | \$2,550                    | \$2,601        | \$2,653                    |
| SB Earth Club Advisor                                           | \$1,387                    | \$1,415        | \$1,443                    |
| School Newspaper Advisor                                        | \$5,303                    | \$5,409        | \$5,517                    |
| Science League Club Advisor                                     | \$1,387                    | \$1,415        | \$1,443                    |
| Science Olympiad Club Advisor                                   | \$1,387                    | \$1,415        | \$1,443                    |
| She's The First Club Advisor                                    | \$1,387                    | \$1,415        | \$1,443                    |
| Sketch-Up Club Advisor                                          | \$1,387                    | \$1,415        | \$1,443                    |
| Ski Club Advisors                                               | \$1,659                    | \$1,692        | \$1,726                    |
| Society for Games and Entertainment Club Advisor                | \$1,387                    | \$1,415        | \$1,443                    |
| Step Club Advisor                                               | \$1,387                    | \$1,415        | \$1,443                    |
| Student Government Advisor                                      | \$5,136                    | \$5,239        | \$5,344                    |
| Sweet & Savory Club Advisor                                     | \$1,387                    | \$1,415        | \$1,443                    |
| Viking Closet Club Advisor                                      | \$1,387                    | \$1,415        | \$1,443                    |
| Viking Leadership Alliance Club Advisor                         | \$1,387                    | \$1,415        | \$1,443                    |
| Viking Volunteers Club Advisor                                  | \$1,387                    | \$1,415        | \$1,443                    |
| Working in Senior Housing (WISH) Club Advisor                   | \$1,387                    | \$1,415        | \$1,443                    |
| World Language Club Advisor                                     | \$1,387                    | \$1,415        | \$1,443                    |
| XSTEM Club Advisor                                              | \$1,387                    | \$1,415        | \$1,443                    |

|                                      |         |         |         |
|--------------------------------------|---------|---------|---------|
| Yearbook Advisor                     | \$5,566 | \$5,677 | \$5,791 |
| Youth 2 Youth Club Advisor           | \$1,387 | \$1,415 | \$1,443 |
| High School Store Manager            | \$2,125 | \$2,168 | \$2,211 |
|                                      |         |         |         |
| <b>HIGH SCHOOL DRAMATICS</b>         |         |         |         |
| Director, per play production        | \$3,237 | \$3,302 | \$3,368 |
| Musical Director                     | \$2,195 | \$2,239 | \$2,284 |
| Set Design Director (per production) | \$1,572 | \$1,603 | \$1,635 |

| <b>MIDDLE SCHOOL COACHING POSITIONS</b>                                                                            | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| <b>HEAD COACHES: BOYS AND GIRLS</b>                                                                                |                                        |                            |                                        |
| Football                                                                                                           | \$6,045                                | \$6,166                    | \$6,289                                |
| Basketball, Wrestling                                                                                              | \$5,592                                | \$5,704                    | \$5,818                                |
| Baseball, Cross Country, Gymnastics, Lacrosse, Soccer, Softball, Tennis, Track and Field, Field Hockey, Volleyball | \$5,439                                | \$5,548                    | \$5,659                                |
| <b>ASSISTANT COACHES: BOYS AND GIRLS</b>                                                                           |                                        |                            |                                        |
| Football                                                                                                           | \$4,231                                | \$4,316                    | \$4,402                                |
| Basketball, Wrestling                                                                                              | \$3,930                                | \$4,009                    | \$4,089                                |
| Baseball, Cross Country, Gymnastics, Lacrosse, Soccer, Softball, Tennis, Track and Field, Field Hockey, Volleyball | \$3,837                                | \$3,914                    | \$3,992                                |
| Athletic Coordinator (per season)                                                                                  | \$2,518                                | \$2,569                    | \$2,620                                |
| Intramural Coach                                                                                                   | \$2,125                                | \$2,168                    | \$2,211                                |

| <b>MIDDLE SCHOOL ACTIVITIES</b>                | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
|------------------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| Cheerleading Advisor (per season)              |                                        |                            |                                        |
| Fall                                           | \$2,125                                | \$2,168                    | \$2,211                                |
| Winter                                         | \$2,125                                | \$2,168                    | \$2,211                                |
| Fall Active Club - Badminton                   | \$2,125                                | \$2,168                    | \$2,211                                |
| Fall Active Club - Basketball                  | \$2,125                                | \$2,168                    | \$2,211                                |
| Fall Active Club - Flag Football               | \$2,125                                | \$2,168                    | \$2,211                                |
| Fall Active Club - Tennis                      | \$2,125                                | \$2,168                    | \$2,211                                |
| Ski Club Advisor                               | \$2,125                                | \$2,168                    | \$2,211                                |
| Ski Weekend Advisor                            | \$527                                  | \$538                      | \$549                                  |
| Spring Active Club - Gymnastics                | \$2,125                                | \$2,168                    | \$2,211                                |
| Spring Active Club - Soccer                    | \$2,125                                | \$2,168                    | \$2,211                                |
| Spring Active Club - Strength and Conditioning | \$2,125                                | \$2,168                    | \$2,211                                |
| Spring Active Club - Volleyball                | \$2,125                                | \$2,168                    | \$2,211                                |
|                                                |                                        |                            |                                        |
| <b>MIDDLE SCHOOL CLUBS</b>                     | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
| *Non-Specified Club or New Club                | \$1,387                                | \$1,415                    | \$1,443                                |

|                                                   |                                        |                            |                                        |
|---------------------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| Anime & Gaming Club Advisor                       | \$1,387                                | \$1,415                    | \$1,443                                |
| Academic Challenge Advisor - 8th Grade            | \$1,387                                | \$1,415                    | \$1,443                                |
| Academic Challenge Advisor - 7th Grade            | \$1,387                                | \$1,415                    | \$1,443                                |
| Academic Challenge Advisor - 6th Grade            | \$1,387                                | \$1,415                    | \$1,443                                |
| Art Club Advisor - North                          | \$1,387                                | \$1,415                    | \$1,443                                |
| Art Club Advisor - South                          | \$1,387                                | \$1,415                    | \$1,443                                |
| Celebrating Cultures Club Advisor                 | \$1,387                                | \$1,415                    | \$1,443                                |
| Coding Club Advisor                               | \$1,387                                | \$1,415                    | \$1,443                                |
| Community Service Club Advisor                    | \$1,387                                | \$1,415                    | \$1,443                                |
| Engineering and Design Club Advisor               | \$1,387                                | \$1,415                    | \$1,443                                |
| Future Business Leaders of America Advisor        | \$1,387                                | \$1,415                    | \$1,443                                |
| Indoor / Outdoor Games Advisor                    | \$1,387                                | \$1,415                    | \$1,443                                |
| Makerspace Club Advisor - North                   | \$1,387                                | \$1,415                    | \$1,443                                |
| Makerspace Club Advisor - South                   | \$1,387                                | \$1,415                    | \$1,443                                |
| Math Counts Advisor                               | \$1,387                                | \$1,415                    | \$1,443                                |
| Newspaper Advisor                                 | \$2,546                                | \$2,597                    | \$2,649                                |
| Photography Club Advisor                          | \$1,387                                | \$1,415                    | \$1,443                                |
| Robotics Club Advisor                             | \$2,081                                | \$2,123                    | \$2,165                                |
| School Store Manager                              | \$2,125                                | \$2,168                    | \$2,211                                |
| Science Fair Coordinator                          | \$459                                  | \$468                      | \$477                                  |
| Science Olympiad Advisor                          | \$1,387                                | \$1,415                    | \$1,443                                |
| Special Olympics Advisor                          | \$1,387                                | \$1,415                    | \$1,443                                |
| Spelling Bee Coordinator - North                  | \$204                                  | \$208                      | \$212                                  |
| Spelling Bee Coordinator - South                  | \$204                                  | \$208                      | \$212                                  |
| Student Activity Treasurer - North                | \$4,239                                | \$4,324                    | \$4,410                                |
| Student Activity Treasurer - South                | \$4,239                                | \$4,324                    | \$4,410                                |
| Student Council Advisor - North                   | \$2,546                                | \$2,597                    | \$2,649                                |
| Student Council Advisor - South                   | \$2,546                                | \$2,597                    | \$2,649                                |
| Wellness Club Advisor                             | \$1,387                                | \$1,415                    | \$1,443                                |
| Yearbook Advisor - North                          | \$2,546                                | \$2,597                    | \$2,649                                |
| Yearbook Advisor - South                          | \$2,546                                | \$2,597                    | \$2,649                                |
| 8th Grade Recognition Coordinator - North         | \$500                                  | \$510                      | \$520                                  |
| 8th Grade Recognition Coordinator - South         | \$500                                  | \$510                      | \$520                                  |
| <b>MIDDLE SCHOOL MUSIC AND DRAMATICS</b>          | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
| Assistant Director Set Designer - North, per play | \$1,530                                | \$1561                     | \$1,592                                |
| Assistant Director Set Designer - South, per play | \$1,530                                | \$1561                     | \$1,592                                |
| Competitive Jazz Band Director                    | \$1,178                                | \$1,202                    | \$1,226                                |
| Dramatic Director - North, per play               | \$2,295                                | \$2,341                    | \$2,388                                |
| Dramatic Director - South, per play               | \$2,295                                | \$2,341                    | \$2,388                                |
| Instrumental Music Advisor - North                | \$2,546                                | \$2,597                    | \$2,649                                |
| Instrumental Music Advisor - South                | \$2,546                                | \$2,597                    | \$2,649                                |
| Instrumental Music Director - North, per play     | \$1,530                                | \$1561                     | \$1,592                                |
| Instrumental Music Director - South, per play     | \$1,530                                | \$1561                     | \$1,592                                |
| Vocal Music Director and Sound - North, per play  | \$2,295                                | \$2,341                    | \$2,388                                |
| Vocal Music Director and Sound - South, per play  | \$2,295                                | \$2,341                    | \$2,388                                |



| <b>ELEMENTARY SCHOOL ACTIVITIES</b> | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
|-------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| Music Advisor                       | \$1,387                                | \$1,415                    | \$1,443                                |
| Newspaper Advisor                   | \$1,387                                | \$1,415                    | \$1,443                                |
| Safety Patrol Advisor               | \$1,387                                | \$1,415                    | \$1,443                                |
| Student Council Advisor             | \$1,387                                | \$1,415                    | \$1,443                                |
| Yearbook Advisor                    | \$1,387                                | \$1,415                    | \$1,443                                |
|                                     |                                        |                            |                                        |
| <b>DISTRICT ADVISOR</b>             | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
| District AED Coordinator            | \$4,080                                | \$4,162                    | \$4,245                                |
| Summer Program Director             | \$8,247                                | \$8,412                    | \$8,580                                |
| Program Assistant Director          | \$4,113                                | \$4,195                    | \$4,279                                |

- G.
1. Requests for non-specified or new 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 approval or denial of club status. Only advisors of clubs, which have been approved by the building administrator, shall be compensated.
  3. All approved High School, Middle School, and Elementary School Clubs shall warrant one full club advisor stipend for the first 60 students enrolled in the club. An additional full club stipend shall be added, and a second advisor approved, for up to an additional 90 students enrolled in the club (i.e., up to 150 students total). Additional full stipends and advisors shall be added when a club exceeds enrollment of 150 students. This shall be done for all clubs by adding another full stipend and advisor for every additional 50 students or part thereof added to the club roster. (Thresholds shall be as follows: 60 students, 150 students, 200 students, 250 students, 300 students, etc). The school principal shall have the authority to limit club membership or participation for budgetary or health and safety concerns. The requirement for additional club stipends and advisors shall not apply to clubs that specifically list an Advisor and Assistant Advisor or Co-Advisors. These clubs shall have multiple advisors as specified without regard to student enrollment.
  4. Advisors may voluntarily choose to split club stipends and share the role and responsibilities of an advisor when student enrollment does not warrant payment of an additional full stipend. The payment amount of the club

stipend to be split will be determined based on the guidelines and thresholds established in Item G. 3. above and the specific club listings.

H. Chaperoning Activities at the High School and Middle Schools

The chaperoning 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<br/>2022-23<br/>2023-24</b>                            | <b>STIPEND<br/>2024-25</b>                                        | <b>STIPEND<br/>2025-26<br/>2026-27</b>                            |
|------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|
| For organizer                | \$128.00                                                          | \$131.00                                                          | \$134.00                                                          |
| For any additional chaperone | Up to 2 hours \$61.00,<br>3-4 hours \$82.00,<br>5+ hours \$102.00 | Up to 2 hours \$62.00,<br>3-4 hours \$84.00,<br>5+ hours \$104.00 | Up to 2 hours \$63.00,<br>3-4 hours \$87.00,<br>5+ hours \$106.00 |

School nurses shall be paid the hourly rate as specified in Article 24. A instead of the chaperone stipend.

If one of the chaperones is already stipended for the club that is involved in the activity, he/she shall receive no additional compensation except as specified in Appendix 4 for overnight trips. The administration shall determine the number of chaperones appropriate for the group and activity.

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

|                                               | <b>STIPEND<br/>2022-23<br/>2023-24</b> | <b>STIPEND<br/>2024-25</b> | <b>STIPEND<br/>2025-26<br/>2026-27</b> |
|-----------------------------------------------|----------------------------------------|----------------------------|----------------------------------------|
| Cashier                                       | \$67.00                                | \$68.00                    | \$69.00                                |
| Video taping:                                 |                                        |                            |                                        |
| Football                                      | \$85.00                                | \$87.00                    | \$89.00                                |
| Other                                         | \$42.50                                | \$43.50                    | \$44.50                                |
| Security:                                     |                                        |                            |                                        |
| Frosh                                         | \$60.00                                | \$61.00                    | \$62.00                                |
| JV/Varsity                                    | \$60.00                                | \$61.00                    | \$62.00                                |
| Announcer - Football                          | \$78.00                                | \$80.00                    | \$82.00                                |
| Announcer/Time/Score - Wrestling, Basketball: |                                        |                            |                                        |
| Frosh                                         | \$36.00                                | \$37.00                    | \$38.00                                |
| JV/Varsity                                    | \$85.00                                | \$87.00                    | \$89.00                                |

- J. For any extended day trip, the Organizer shall be paid for planning. The Organizer and Teacher Chaperones shall be paid on a per event basis as follows:

|                              | <b>STIPEND<br/>2022-23<br/>2023-24</b>                            | <b>STIPEND<br/>2024-25</b>                                        | <b>STIPEND<br/>2025-26<br/>2026-27</b>                            |
|------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|
| For organizer                | \$128.00                                                          | \$131.00                                                          | \$134.00                                                          |
| For any additional chaperone | Up to 2 hours \$61.00,<br>3-4 hours \$82.00,<br>5+ hours \$102.00 | Up to 2 hours \$62.00,<br>3-4 hours \$84.00,<br>5+ hours \$104.00 | Up to 2 hours \$63.00,<br>3-4 hours \$87.00,<br>5+ hours \$106.00 |

If the Organizer is also a Chaperone on the trip, they shall be paid both amounts.

- K. 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 OTHER PROFESSIONAL ACTIVITIES**

- A. Teachers shall be paid for approved home instruction at the following hourly rates: \$45.50 in 2022-2023, \$45.50 in 2023-2024, \$49.00 in 2024-2025, \$52.50 in 2025-2026, and \$55.00 in 2026-2027.
- 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: \$45.50 in 2022-2023, \$45.50 in 2023-2024, \$49.00 in 2024-2025, \$52.50 in 2025-2026, and \$55.00 in 2026-2027. 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 2022-2027 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. All nurses who travel on co-curricular overnight trips shall be compensated at the following rate per night: \$300.

- F. Any teacher who voluntarily takes on a planning role for a substitute during a colleague's extended leave of absence (including lesson planning and/or meeting with the substitute to help coordinate execution of the lesson) shall be compensated at the hourly rate set forth in Article 24. B. for five (5) hours per week. A teacher who voluntarily takes on a grading role for a substitute during a colleague's extended leave of absence shall be compensated at a rate determined by district administration and agreed to by the teacher.
- G. Any counselor or Child Study Team (CST) member who takes on the responsibility of the caseload of a colleague during an extended leave of absence (including meeting with students and/or teachers, contacting parents, writing of HIB or IEP) shall be paid for ten (10) hours at the hourly rate set forth in Article 24. B. for testing, report writing, scheduling and conducting IEP meetings, and IEP development. For annual reviews, counselors or Child Study Team (CST) members shall be paid for five (5) hours at the hourly rate set forth in Article 24. B. for gathering and completing Present Levels of Academic Achievement and Functional Performance statements (PLAAFPs), scheduling and conducting IEP meetings, and IEP development.

#### **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.

**AGREEMENT**  
**between the**  
**SOUTH BRUNSWICK BOARD OF EDUCATION**  
**and the**  
**SOUTH BRUNSWICK HEAD CUSTODIAN AND CUSTODIAL**  
**FOREMAN ASSOCIATION**

**July 1, 2022 through June 30, 2027**

## **TABLE OF CONTENTS**

\*\*If viewing this contract electronically, click on the article name to be taken directly to the corresponding page.

|                                                       |    |
|-------------------------------------------------------|----|
| PREAMBLE .....                                        | 2  |
| ARTICLE 1 RECOGNITION .....                           | 2  |
| ARTICLE 2 ASSOCIATION RIGHTS.....                     | 2  |
| ARTICLE 3 NEGOTIATION PROCEDURE .....                 | 4  |
| ARTICLE 4 GRIEVANCE PROCEDURE.....                    | 5  |
| ARTICLE 5 JOB SECURITY AND SENIORITY .....            | 8  |
| ARTICLE 6 PAYMENT OF SALARIES AND HOURS OF WORK ..... | 10 |
| ARTICLE 7 HEALTH BENEFITS.....                        | 10 |
| ARTICLE 8 LEAVES OF ABSENCE .....                     | 12 |
| ARTICLE 9 VACATION .....                              | 17 |
| ARTICLE 10 HOLIDAYS.....                              | 18 |
| ARTICLE 11 COMPENSATION .....                         | 19 |
| ARTICLE 12 JOINT COMMITTEE .....                      | 20 |
| ARTICLE 13 DEDUCTIONS FROM SALARY.....                | 21 |
| ARTICLE 14 MANAGEMENT RIGHTS.....                     | 21 |
| ARTICLE 15 WORK CONTINUITY CLAUSE.....                | 22 |
| ARTICLE 16 MISCELLANEOUS PROVISIONS .....             | 22 |
| ARTICLE 17 EFFECT AND DURATION .....                  | 24 |
| APPENDIX 1 SALARIES & STIPENDS .....                  | 25 |
| APPENDIX 2 NEW HIRES.....                             | 26 |

## **PREAMBLE**

This document constitutes an agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth, and the Head Custodian and Custodial Foreman Association of South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1st day of July, 2022.

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

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed Head Custodians and Custodial Foreman whether under contract, on leave, on a per diem basis, employed, or to be employed by the Board.
  - 1. Unless otherwise indicated, the term employee, when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.
  - 2. References to males shall include females, and references to females shall include males.

## **ARTICLE 2** **ASSOCIATION RIGHTS**

- A. The Board agrees to furnish the Association, in response to reasonable requests from time to time, available information in the public domain.
- B. Grievance conferences, proceedings, and negotiations, including any impasse activities, shall be normally scheduled at times others than working hours. However, when the Board or its representatives requires or agrees to the attendance of any member of the unit to participate in any such activity during working hours, he shall suffer no loss in pay for such time spent.
- C. Up to three (3) members of the Association bargaining team will be released from duty for any negotiations session that is mutually agreed upon by the parties.
- D. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings, upon prior notice and approval by the building principal.
- E. The Association may be permitted the use of school facilities and office equipment, on-site and upon prior notice and approval by the building principal, at reasonable times when such equipment is not otherwise in use. The

Association shall pay for the materials and supplies incident to such use and for any repair necessitated as a result thereof.

- F. The Association shall have in each building work location adequate bulletin board space for the posting of Association notices. All such notices shall bear the signature of an Association official, and only an authorized representative of the Association shall be employed to post these materials on the board. Copies of all such notices and materials shall be given to the Superintendent or his designee prior to posting. Bulletin boards shall not be used for the posting of derogatory or controversial material.
- G. The Association shall be permitted the reasonable use of the interschool mail facilities and school mailboxes for Association business only.
- H. In the event there is no Association representative in any work location, the authorized representative from another work location may be designated the authorized representative of the Association by a letter of authorization by the President of the Association, to carry out all duties and responsibilities as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he works during his working hours, nor interfere with work being performed by other employees.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization.
- J. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review.
- K. No material derogatory to an employee's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee 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 employee 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.
- L. Personal vehicles shall not be used for district business.
- M. The Board and the Association agree to follow the terms of the Workplace Democracy Enhancement Act (WDEA).



### **ARTICLE 3**

#### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the date set by the Public Employment Relations Commission (P.E.R.C.). Any agreement so negotiated shall apply to all Association members. 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. **Representatives**

Neither the Board nor the Association shall control or attempt to control the procedure governing the selection of the other group's representatives. Each group shall be empowered to propose, counter propose, and either accept or reject proposals being considered.

C. **Meetings**

Meetings shall be regularly scheduled until negotiations are considered completed by the representatives of the Board and the Association. Should either group feel the need to meet with the other group at times not regularly scheduled, the group initiating the request will submit the other group a written statement detailing the reasons for the meeting. This special meeting will take place ten (10) calendar days after receipt of the written request.

D. **Consultants**

The Board and the Association each reserve the right to bring consultants to the collective negotiation sessions. Should both groups agree to engage in joint contract to bring consultants or clerical assistants to the negotiating sessions, costs between the Board and the Association will be shared equally. The time and degree of participation of these consultants and clerks shall be determined by mutual agreement between the Board and the Association.

E. **Sharing of Information**

The Association shall have access to public information relating to the school district's financial resources upon request.

F. **Impasse in Negotiations**

In the event either party feels that an impasse has been reached in negotiations, they may utilize the procedures available under Chapter 123 to avail themselves of mediation, fact-finding, and super conciliation. In the event participating Association representatives are required to attend mediation, fact-finding, or super-conciliation sessions during regular working hours, they shall do so with no

loss of pay. The Association agrees that a maximum of three (3) representatives would be required for such sessions.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

A. **Definition**

A grievance is a claim by an employee or his representatives that involves the appeal of an interpretation, application or violation of policies, agreements or administrative decisions affecting him. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

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 employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with him at any step in the grievance procedure. Any grievant may represent himself/herself through level three of this procedure. When the grievant is not represented by the Association, the Association shall be present and state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.

D. **Grievance Notification**

The Association shall be notified in advance of any grievance meeting which involves an employee who was 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 shall permit the aggrieved employee 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 this step. The time limits specified may be extended or

reduced by mutual agreement of the parties involved at any step of the procedure.

- b. During and notwithstanding the pendency of any grievance, employees 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.

2. Level One

- a. An employee with a grievance shall first discuss it with his immediate supervisor within 30 (thirty) calendar days of its occurrence. The employee shall state at the outset that he 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 employee within five (5) working days, he shall set forth his grievance in writing to his immediate supervisor specifying:
  - 1) the nature of the grievance
  - 2) the nature and extent of injury, loss, or inconvenience
  - 3) the results of previous discussions
  - 4) his dissatisfaction with the decision previously rendered, and
  - 5) the remedy sought.
- c. The supervisor shall communicate his decision to the employee in writing within five (5) working days of receipt of the written grievance.

3. Level Two

No later than five (5) workdays after the receipt of the decision, the employee may appeal the supervisor's decision to the Superintendent. The appeal to the Superintendent must be in writing and must state the grievance submitted to the supervisor as specified above and the employee's dissatisfaction with the supervisor's decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and the supervisor.

4. Level Three

If the grievance is not resolved to the employee's satisfaction he/she may request a review by the Board of Education. This request must be submitted not later than five (5) working days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance and, at the option of the Board, hold a hearing with the employee, 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 employee and the employee wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, except in the case of grievances 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 to law is either:
    - a) beyond the scope of Board authority or
    - b) limited to action by the Board alone.
- b. The following will be used to secure the services of an arbitrator:
  - 1) A joint request will be made to P.E.R.C. 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) working days of the initial request for arbitration a mutually satisfactory arbitrator from the submitted list, P.E.R.C. may

be requested by either party to designate an arbitrator.

- c. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He 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 representative shall be given copies of the arbitrator's decision. This shall be accomplished within 30 (thirty) days of the completion of the arbitrator's hearings.
- d. The parties involved in the arbitration shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

## **ARTICLE 5**

### **JOB SECURITY AND SENIORITY**

- A. The Board shall act with respect to promotions, transfer and assignments, and layoffs as follows:

The Board will give primary consideration to the best interest of the school district including as its primary consideration qualifications to perform the work and then seniority.

- B. Seniority shall be defined as length of continuous, unbroken service of an employee within a specific classification within the school district. Seniority shall be defined on two (2) levels as follows:

- 1. District-wide seniority shall begin the first (1st) day of employment in the district and shall end with the termination of employment;
- 2. Job classification seniority shall begin on the first (1st) day of employment in that job classification and shall cease to accumulate on the last day of service in that job classification. There are two job classifications within this unit: foreman and head custodian.

- C. Reduction in Force

Reductions in force made within this unit's two job classifications shall be made in order of job classification seniority under B. 2. above.

- 1. Time spent in the job classification of foreman counts toward foreman classification seniority.
- 2. Time spent in the job classification of head custodian counts toward both head custodian and foreman classifications' seniority.
- 3. If a head custodian's position is abolished and she/he is not senior to any

other head custodian, he/she may claim a foreman position if he/she has seniority over any incumbent foreman under the calculation of seniority of E. 3. above, whether or not he/she has served as a foreman.

4. Employees affected shall be recalled in reverse order of layoff in their respective job classification, with the most senior employee being recalled first.
    - a. The Board shall provide written notice of recall to the last known address of the employee. Such notice shall be sent by certified mail, return receipt requested.
    - b. An employee will have seven (7) calendar days from receipt of the recall notice to reply to the notice.
    - c. An employee who fails to respond in a timely manner or who turns down the position is removed from the recall list.
    - d. A rified employee remains on the recall list for three (3) years from the date of layoff.
  5. Nothing in this section shall limit the Board in determining which position shall be abolished or to which work site a recalled employee shall be assigned.
- D. All notices shall be posted in each school by the Superintendent or his designee for a specific vacancy and shall include position, job location, and hours of work. The notice shall be posted for at least five (5) working days, and employees interested must submit a written application to the Superintendent, or his designee, within the aforementioned posting period to be considered for the vacancy. The notice shall state the title of the job and its location. Employees who have acquired experience, skill, and ability, physical or otherwise, to do the work required in the job without training, shall be given consideration before an applicant outside the school system.
- E. All applicants shall be considered and will be given a reply to their application. The Superintendent shall determine the qualifications and abilities of the employees who apply, and in the event two (2) applicants are of equal experience, skill, and ability, the applicant with the greater seniority shall be awarded the job.
- F. The decision of the Superintendent in determining promotions, transfers, and assignments for the filling of vacancies and new positions shall be final.
- G. All current head custodians and custodial foremen employed as of July 1, 2001 shall maintain their tenure status as a custodian. Any Head custodian and custodial foreman hired after January 26, 1998, shall not be eligible for tenure status as a custodian. At the beginning of the fourth (4th) year of employment, said custodians can only be terminated for just cause with the determination on

just cause to be made by a neutral third party with the decision binding on both the Board and the Association.

**ARTICLE 6**  
**PAYMENT OF SALARIES AND HOURS OF WORK**

- A. The day shift shall consist of 8½ (eight and one-half) hours including one-half (½) hour for lunch. The night shift shall consist of eight (8) hours including one-half hour (½ hour) for dinner. Night shift is defined as the work shift commencing any time after 12 (twelve) noon. The basic workweek is 40 (forty) hours for day shift personnel and 37½ (thirty-seven and one-half) hours for night shift personnel.
- B. Time and a half shall be paid for building checks with a minimum of 1.5 (one and one-half) hours overtime.
- C. Overtime performed on weekdays and Saturdays shall be paid at the rate of 1½ (one and one half) times the custodian's hourly rate, except as noted below:
  - 1. The hourly rate shall be determined by dividing the annual salary rate by 2,080 (two thousand eighty) hours for day shift custodians and 1,950 (one thousand nine hundred fifty) hours for night shift custodians. Double time shall be paid for work performed on Sundays and holidays when the Board of Education requires work on those days.
- D. Overtime shall be paid in the paycheck, which follows the pay period in which the work is performed. Work performed between the 1st (first) and 15th (fifteenth) of the month to be paid on the 30th (thirtieth). Work performed between the 16th (sixteenth) and the 31st (thirty-first) to be paid on the 15th (fifteenth). All overtime checks shall list the number of hours worked and the rate of compensation.
- E. Compensatory time may be used in lieu of receiving overtime pay with mutual agreement before the work is completed. Accumulated compensatory time may be used within a 60-day (sixty-day) period anytime during the work year. Compensatory time may be used in full-day or half-day increments with approval of the Supervisor.
- F. All head custodians or foremen, be they newly hired or not, are required to obtain, within one (1) year, a black seal fireman's license. The Board shall pay all costs and expenses to secure said license. The Board also agrees to pay all yearly renewals for said license while the employee is employed by the Board.
- G. Paychecks will be issued on the 15th (fifteenth) and the 30th (thirtieth) of each month. If such payday falls on a weekend, a school holiday, or vacation period, the checks shall be issued on the last previous workday. All checks will be issued to employees without delay.

**ARTICLE 7**

## **HEALTH BENEFITS**

During the terms of this Agreement, all employees and their eligible dependents will receive the following benefits:

1. Medical Coverage: Employees may choose any of the available plans; however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan. Any employee who is enrolled in Direct 15 shall pay the difference between that option and the Direct Access 20/30 plan premium by way of equal payroll deductions.
2. The Board shall pay the full cost of the dental plan both single/family for all employees. No cost shall be borne by the employee as long as Chapter 78 applies. The employee shall have a \$25 (twenty-five dollars) deductible. The plan maximum shall be \$1,250 (one thousand two hundred fifty dollars) for the Premier plan and \$1,500 (one thousand five hundred dollars) for the PPO plan.  
Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.
3. Prescription Plan: The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi-Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.
4. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district.

This payment shall be paid in one payment on July 15<sup>th</sup>.

5. Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.

Employees enrolled in the Direct Access 20/30 Plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 Plan, and who maintain the same level of benefits (i.e. single, family, etc.), shall contribute towards health insurance a percentage of their salary, which shall be as calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{2021 Salary}} = \text{Contribution Percentage}$$

Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of



March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute towards health insurance the below percentages of their salary:

|                |      |
|----------------|------|
| Single:        | 5.5% |
| Parent/Child:  | 7.0% |
| Spouse/Spouse: | 8.0% |
| Family:        | 9.5% |

## **ARTICLE 8**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. Employees shall earn 12 (twelve) days of sick leave for 12 (twelve) months of service. Each day of absence covered by sick leave shall constitute service performed.
2. Bargaining unit members newly employed on or after July 1<sup>st</sup> of any 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 work year.
3. Sick leave not taken during the year shall be credited and accumulated from year to year without limit.
4. Upon retirement from the district, employees who have completed 15 (fifteen) years of service in South Brunswick will receive payment for all accumulated sick days at the rate of \$55 (fifty-five dollars) per day.
5. In the event of the death of an employee who had completed 15 (fifteen) years of service to the district, the above amount shall be paid to his/her estate.
6. In the case of illness to husband, wife, registered domestic partner, child or parent, up to three (3) days of the prior year's accumulated sick leave may be used for the purpose of caring for the sick family member.

#### **B. Extended Disability**

1. Total Disability
  - a. Results from bodily injuries or disease, and
  - b. wholly prevents the employee 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.

- c. The employee 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. The Board shall pay the cost of its examining physician(s).

## 2. Eligibility

- a. Extended total disability benefits shall be payable to all full-time employees 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, and upon completion of four (4) years of service from the employee's date of hire.
- b. Benefits shall not be available to any employee 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 not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to an employee whose services are to be terminated by a certain 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 that the employee 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. An employee becomes eligible for payment under this section 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 employee is required to perform service, as provided in the annual contract.
  - 2. Ten-month (10-month) employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.

- c. Payments shall be made at the rate of 50 percent (fifty percent) of the employee's salary subject to the limitations of e. below, at the time disability began except that there shall be a \$2,500 (two thousand five hundred dollars) monthly limit on payments under this Section.
- d. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits shall also be payable for a portion of a month. The maximum number of months that benefits shall be payable is 12 (twelve).
- e. In no case shall benefits be payable concurrently with payments received by an employee for retirement under any State employee's or employee's pension plan.
- f. Benefits under this program shall be reduced by the amount of any Workers' Compensation payments and by disability payments under Social Security. The employee shall be required to apply for such payments, if potentially eligible. Failure to qualify for either Workers' Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision.
- g. The employee shall be required to apply for permanent disability payments under P.E.R.S. if potentially eligible. Once disability eligibility begins under this Article, and if any employee 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 an employee of the South Brunswick School System, unless employed for more than three (3) years in the system.
  - 3) declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
  - 4) 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 and condition and the length of total disability of the employee.

- b. An application for total disability shall be submitted only after the sick 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 employee has less accumulated sick leave days than can cover the alternative waiting period, 30 (thirty) calendar days, whichever is longer.

C. Maternity Leave

1. A leave of absence without pay shall be granted for maternity reasons to any female head custodian or foreperson subject to the following conditions:
  - a. Any requests for maternity leave shall normally be made three (3) months prior to the effective leave date. Said request shall be submitted both to the school principal and Superintendent.
  - b. Maternity leave can be continued until the beginning of the third (3rd) year after the school year containing the maternity leave. If the employee so elects, she may return to her job at the beginning of either of the two (2) intervening school years. By mutual agreement between the employee and the Superintendent, she may return at any time during the two (2) intervening school years.
  - c. The date when an employee shall continue her duties shall be determined on an individual basis, in accordance with the physical well-being of the employee.
  - d. The date of return from maternity leave shall be determined on an individual basis in accordance with the physical well-being of the employee.
  - e. The Board of Education shall pay the cost of medical insurance three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.
2. An employee not on tenure who becomes an expectant mother shall give written notice of the fact at least three (3) months before confinement date. The date of her resignation and termination of her services shall be determined on an individual basis. Should she wish to return to the staff at a later date, careful consideration shall be given to her application. If the date of termination should fall on or after April 1st of the third (3rd) year of the probation period and she is recommended for tenure, the date of her possible return shall be determined by the same policy as given a return of employees on tenure.

D. Personal Leave

1. Employees shall be entitled to three (3) days or six (6) half-days personal leave per year with pay. Personal leave must be applied for at the earliest possible date.
2. Bargaining unit members newly employed on or after January 1st of any year shall be granted one (1) full personal day or two (2) half days to cover the balance of the work year.
3. Unused personal leave days for each year shall be converted to sick days and added to the employee's accumulated sick leave at the end of each school year.
4. No personal leave shall be permitted on full-day professional development days, unless approved by the Superintendent.
5. Personal leave shall not be used to extend a school holiday or school vacation period without approval of the Superintendent. A request for personal leave made for a time occurring immediately before or following a school vacation period or holiday must contain an explanation of the reason for the leave and must be submitted in writing to the Superintendent at least five (5) days prior to the date of the leave. The Superintendent, or his designee, has discretion to approve or deny the request. An employee may combine personal vacation days, personal leave days, and floaters with prior approval of his/her Supervisor.

E. Court Subpoena

No salary deduction shall be made for absence when subpoenaed to be a witness in court.

F. Jury Duty

Those regular employees called for jury duty shall be paid at their regular rate and shall not be required to report to work.

G. Bereavement Leave

Employees shall be granted a bereavement leave of five (5) days for a death in the immediate family. Immediate family shall constitute parent, step-parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, spouse, child, grandparent, grandchild, domestic partner, or other family members for whom the employee is legally responsible. Employees shall be granted a bereavement leave of one (1) day for the death of a spouse's grandparent. One (1) day leave of absence with pay shall be granted to attend the funeral of any other relative. An employee may use an emergency vacation day in the event of the death of a close friend.

H. Sick Leave for Service-Connected Disability

Whenever any employee, entitled to sick leave under this Section or under N.J.S.A.18A:30-1 or 18A:30-2, is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay to such employee the full salary of wages for the period of such absence for up to one (1) calendar year without such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for such absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any payment of salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount of any Workers' Compensation award made for temporary disability.

H. Applying for Leave of Absence

All leaves of absence must be applied for in writing.

I. Permission to Leave During Working Hours

An employee may leave his building during his assigned working day with permission from his immediate supervisor.

**ARTICLE 9**  
**VACATION**

A. Employees newly hired shall be entitled to a paid vacation each year according to the following schedule:

| <u>Continuous Service</u><br><u>Performed Prior to July 1</u> | <u>Entitled to Paid</u><br><u>Vacation Days</u> |
|---------------------------------------------------------------|-------------------------------------------------|
| 5 months or less                                              | None                                            |
| 6 months completed service                                    | 5                                               |
| 7 months completed service                                    | 6                                               |
| 9 months completed service                                    | 7                                               |
| 10 months completed service                                   | 8                                               |
| 11 months completed service                                   | 9                                               |
| 12 months completed service                                   | 10                                              |
| 5 years but less 8 full years                                 | 15                                              |
| 8 years but less 11 full years                                | 16                                              |
| 11 years but less 15 full years                               | 17                                              |
| 15 years or more service                                      | 20                                              |

B. A unit member with less than 12 (twelve) months of service, resigning from his/her position before July 1st, shall be entitled to a paid vacation as enumerated in Section A above.

- C. The Board will attempt to arrange vacations to suit the wishes of the employees with the understanding that wherever possible, employees will be given a choice of vacation periods in order of their seniority within their classification. Written application to the Director of Buildings and Grounds for each vacation day usage must occur at least five (5) days before the first (1st) day when three (3) or more consecutive days are to be used and at least 24 (twenty-four) hours before the first day when fewer than five (5) consecutive days are to be used.
- D. Vacation time is not permitted during the last week of the school year or during the two weeks preceding the start of the school year. Requests for time off during these periods must be submitted in writing to the Superintendent and must state the reason for the leave. The Superintendent, or his designee, has discretion to approve or deny the request.
- E. Employees with one (1) or more years of service with the district, who retire or resign, shall be eligible for payment of accumulated vacation on a prorated monthly basis for time worked.
- F. Six (6) vacation days may be carried over into the following year but must be used during that year.

## **ARTICLE 10**

### **HOLIDAYS**

#### **A. Holidays**

1. Employees shall be entitled to seventeen (17) paid holidays during the school year, as listed below:

|                        |        |
|------------------------|--------|
| Independence Day       | 1 day  |
| Labor Day              | 1 day  |
| Yom Kippur             | 1 day  |
| N.J.E.A. Convention    | 2 days |
| Thanksgiving Day       | 1 day  |
| Following Thanksgiving | 1 day  |
| December 24            | 1 day  |
| December 25            | 1 day  |
| December 31            | 1 day  |
| New Year's Day         | 1 day  |
| Martin Luther King Day | 1 day  |
| President's Day        | 1 day  |
| Good Friday            | 1 day  |
| Easter Monday          | 1 day  |
| Memorial Day           | 1 day  |
| Juneteenth             | 1 day  |

2. If school is open on any of the above holidays, it shall not be a guaranteed holiday. However, in that case, another day agreed to by the individual

employee and the supervisor shall be a holiday.

- B. If a holiday falls during a unit member's vacation period or on a weekend, he shall be entitled to an additional day off with pay.
- C. Floating holidays may be taken at any time. The days used will be by mutual agreement between the staff of that worksite and the Supervisor.

## **ARTICLE 11** **COMPENSATION**

- A. All new personnel must be employed at least five (5) months prior to July 1st in order to be eligible for an annual increase the following year.
- B. Unless specified, all positions are on a 12-month (twelve-month) basis.
- C. Employees will be given a \$700 (seven hundred dollar) annual clothing stipend. This amount will be paid on July 15<sup>th</sup>. All unit members will be required to wear uniforms and safety shoes while on duty.
- D. Increments or other increases may be withheld for inefficiency or other just cause. The employee shall be given written notice stating the reasons said increases have been withheld. Upon receipt of such notification, the employee may, within 20 (twenty) school days, file a grievance in accordance with the prescribed procedure set forth in Article 4 of this Agreement. Said grievance shall commence at Level Two.
- E. Employees with 12 (twelve) to 15 (fifteen) years of continuous service in the district shall receive a longevity payment of \$700 (seven hundred dollars) annually. Employees with 15 (fifteen) or more years of continuous service in the district shall receive a longevity payment of \$1,700 (one thousand seven hundred dollars). Employees with 20 (twenty) or more years of continuous service in the district shall receive a longevity payment of \$1,800 (one thousand eight hundred dollars). Employees with 25 (twenty-five) or more years of continuous service in the district shall receive a longevity payment of \$1,950 (one thousand nine hundred fifty). Administrative approved leaves of absence (e.g. disability, child rearing, sabbatical, etc.) shall not constitute a break in service.
- F. The Board shall approve and reimburse employees who participate and complete non-technical programs and/or courses. Furthermore, each class hour of a completed course and/or program shall be considered the equivalent of one (1) point awarded. Employees shall be compensated as follows on an accumulated point schedule:

|                                 |            |
|---------------------------------|------------|
| More than 100 but less than 500 | \$ 500.00  |
| 500 points but less than 1000   | \$1,000.00 |
| 1000 points but less than 1500  | \$1,500.00 |
| 1500 points but less than 2000  | \$2,000.00 |



More than 2000

\$2,500.00

All courses or programs must receive prior written approval from the Board of Education.

- G. Any employee who is temporarily assigned to perform a job in a classification with a higher rate of pay for more than ten (10) consecutive working days or ten (10) days in a given pay period, shall receive a per diem allowance equal to the differential between the higher rate and the lower rate of pay at the current step on the guide.
- H. Unit members shall be paid through a direct deposit system under rules established by the Administration.
- I. Employees shall receive a cell phone stipend of \$25 (twenty-five dollars) per month.
- H. The Board shall reimburse employee for the tuition costs associated with completing the Certified Education Facilities Manager Program and becoming a Certified Education Facilities Manager. In order to be eligible for reimbursement, the employee had to receive pre-approval from the Superintendent of Schools to enroll in the program. Any employee currently enrolled in the program as of June 30, 2021 shall be entitled to reimbursement without having received Superintendent pre-approval. Reimbursement shall occur following the employee providing the Board with satisfactory proof of completing the Program, satisfactory proof of the tuition costs, and a copy of the issued certificate.
- I. Employees who are Certified Educational Facilities Managers in the State of New Jersey shall receive an annual stipend in the amount of \$750.

## **ARTICLE 12**

### **JOINT COMMITTEE**

- A. The parties hereto believe that the efficiency of the respective employee's service to the student population of the schools and the welfare of the employees will be better served by periodic meeting of a joint committee wherein both the employer and the employees may discuss and implement suggestions for improving the services of the employees.
- B. The committee shall consist of the Superintendent and two (2) other members designated by the Superintendent and three (3) members designated by the Association. The committee shall meet on an as-needed basis during the school academic year on the date and at the time mutually determined by the members of such a committee.
- C. The feasibility and planning of in-service education and the establishment of a personnel advisory committee will be included in the scope of this committee.

**ARTICLE 13**  
**DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees dues for Associations as said employee individually and voluntarily authorize the Board to deduct in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15:9c), and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Head custodian and custodial foreman of South Brunswick by the 15th (fifteenth) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Association guarantees that the Board will be saved harmless from any and all legal actions that may arise regarding the collection, transfer, assessment, disbursement, misappropriation, loss, or theft of these monies.

**ARTICLE 14**  
**MANAGEMENT RIGHTS**

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 employees 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 position for the reasons of economy or because of reduction in the number of pupils or of change in administrative or supervisory organization of the district or for good cause (18A:29-9),
- 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 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.

**ARTICLE 15**  
**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 an employee or a group of employees to withhold an employee or a group of employees' service from the Board.
- B. The Board agrees that for the life of this Agreement, there will be no lock-out of employees or the Association.

**ARTICLE 16**  
**MISCELLANEOUS PROVISIONS**

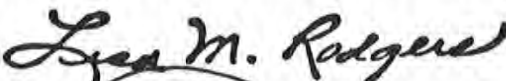
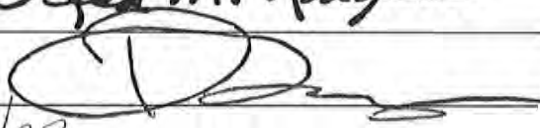
- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. It is understood by all parties that under the ruling 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.
- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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. Any individual contract between the Board and an individual employee, 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.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by the Association, to the Board at South Brunswick Board of Education, PO Box 181, Monmouth Junction, NJ 08852.
  - 2. If by the Board, to the Association at the residence of the President of the Association. The Association shall file with the Board a letter designating the President of the Association during the term of this Agreement.

- F. The Board of Education and the Head Custodian and Custodial Foreman Association agree to establish a committee to study areas of professional growth and training and availability of same.

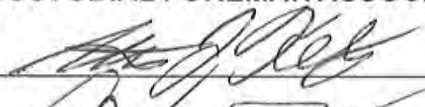
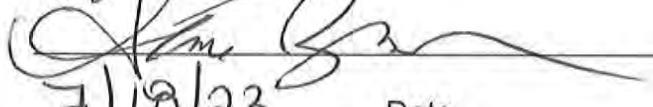
**ARTICLE 17**  
**EFFECT AND DURATION**

- A. 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.
- B. Within 60 (sixty) days after this Agreement is adopted, copies shall be printed and distributed, at Board expense, to all persons included within the scope of said Agreement.
- C. This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2027.
- D. Should a change in this Agreement be mutually agreed upon, it shall be reduced to writing and signed by the Presidents of the respective parties and adopted by the Board.

**SOUTH BRUNSWICK BOARD OF EDUCATION**

 President  
 Board Secretary  
7/18/23 Date

**SOUTH BRUNSWICK HEAD CUSTODIAN  
AND CUSTODIAL FOREMAN ASSOCIATION**

 President  
 Secretary  
 Treasurer  
7/18/23 Date

**APPENDIX 1**  
**SALARIES & STIPENDS**

| Last Name      | First Name | Base Salary<br>2022-23 | Base Salary<br>2023-24 | Base Salary<br>2024-25 | Base Salary<br>2025-26 | Base Salary<br>2026-27 |
|----------------|------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Beecher        | Helen      | \$74,428.93            | \$76,825.12            | \$79,307.58            | \$81,879.40            | \$84,543.81            |
| Beecher        | John       | \$66,861.93            | \$69,258.12            | \$71,740.58            | \$74,312.40            | \$76,976.81            |
| Bryant         | Shelton    | \$55,695.93            | \$58,092.12            | \$60,574.58            | \$63,146.40            | \$65,810.81            |
| Capcha         | Huber      | \$67,167.93            | \$69,564.12            | \$72,046.58            | \$74,618.40            | \$77,282.81            |
| Daniels        | Norman     | \$51,876.93            | \$54,273.12            | \$56,755.58            | \$59,327.40            | \$61,991.81            |
| Demary-Guevara | Jamie      | \$58,250.93            | \$60,647.12            | \$63,129.58            | \$65,701.40            | \$68,365.81            |
| Domeraski      | Richard    | \$58,476.93            | \$60,873.12            | \$63,355.58            | \$65,927.40            | \$68,591.81            |
| Donato         | Perry      | \$68,212.93            | \$70,609.12            | \$73,091.58            | \$75,663.40            | \$78,327.81            |
| Kelly          | Thomas     | \$74,428.93            | \$76,825.12            | \$79,307.58            | \$81,879.40            | \$84,543.81            |
| Rock           | Kathryn    | \$66,426.93            | \$68,823.12            | \$71,305.58            | \$73,877.40            | \$76,541.81            |
| Westenhiser    | Robert     | \$61,726.93            | \$64,123.12            | \$66,605.58            | \$69,177.40            | \$71,841.81            |
| Windsor        | Mark       | \$50,262.93            | \$52,659.12            | \$55,141.58            | \$57,713.40            | \$60,377.81            |
| Zippo          | Daniel     | \$66,195.93            | \$68,592.12            | \$71,074.58            | \$73,646.40            | \$76,310.81            |
| Zippo          | Sherry     | \$60,090.93            | \$62,487.12            | \$64,969.58            | \$67,541.40            | \$70,205.81            |

**LOCATION & BLACK SEAL STIPENDS**

| <b><u>Head Custodian</u></b>                                         | <b><u>Stipend</u></b> |
|----------------------------------------------------------------------|-----------------------|
| Brunswick Acres, Cambridge, Constable, Greenbrook, Monmouth Junction | \$2,500               |
| Indian Fields, Brooks Crossing                                       | \$5,010               |
| Crossroads North, Crossroads South                                   | \$5,500               |
| High School                                                          | \$7,000               |

| <b><u>Foreman</u></b>              | <b><u>Stipend</u></b> |
|------------------------------------|-----------------------|
| High School                        | \$3,307               |
| Crossroads North, Crossroads South | \$2,307               |
| Any other approved location        | \$2,200               |

|            |       |
|------------|-------|
| Black Seal | \$500 |
| CEFM       | \$750 |

**APPENDIX 2**  
**NEW HIRES**

Minimum Base Salary

|         | Foreman  | Head Custodian |
|---------|----------|----------------|
| 2022-23 | \$52,000 | \$56,000       |
| 2023-24 | \$53,000 | \$57,000       |
| 2024-25 | \$54,000 | \$58,000       |
| 2025-26 | \$56,000 | \$60,000       |
| 2026-27 | \$58,000 | \$62,000       |

For the purpose of establishing an initial salary, the Board of Education will unilaterally establish the salary for any new head custodian or foreman hired during the term of this contract. In establishing the salary, the Board will take into consideration the following factors: current salary and experience, the existing custodial/maintenance guide and the following stipends:

**AGREEMENT**

**between the**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**and the**

**SOUTH BRUNSWICK SUPERVISORS' ASSOCIATION**

**July 1, 2022 through June 30, 2027**



## TABLE OF CONTENTS

| ARTICLE | TITLE                                    | PAGE NUMBER |
|---------|------------------------------------------|-------------|
| 1       | RECOGNITION                              | 2           |
| 2       | NEGOTIATION PROCEDURE                    | 2-3         |
| 3       | GRIEVANCE PROCEDURE                      | 3-7         |
| 4       | RIGHTS AND PROTECTIONS IN REPRESENTATION | 7           |
| 5       | RIGHTS OF THE BOARD                      | 7-8         |
| 6       | ASSOCIATION RIGHTS AND PRIVILEGES        | 8-10        |
| 7       | EVALUATION                               | 10-11       |
| 8       | LEAVES OF ABSENCE                        | 11-14       |
| 9       | TEMPORARY LEAVES OF ABSENCE              | 14-15       |
| 10      | EXTENDED LEAVES OF ABSENCE               | 16-17       |
| 11      | SABBATICAL LEAVE                         | 17-19       |
| 12      | WORK YEAR                                | 19          |
| 13      | VACANCIES                                | 19          |
| 14      | ASSIGNMENTS                              | 19          |
| 15      | PROFESSIONAL DEVELOPMENT                 | 19-20       |
| 16      | HEALTH BENEFITS                          | 20-21       |
| 17      | SALARY                                   | 21-23       |
| 18      | PROTECTION OF EMPLOYEES AND PROPERTY     | 23-24       |
| 19      | DEDUCTIONS FROM SALARY                   | 24          |
| 20      | MISCELLANEOUS                            | 24          |
| 21      | ENROLLMENT PLAN                          | 24-25       |
| 22      | LEGALITY OF AGREEMENT                    | 25          |
| 23      | DURATION OF AGREEMENT                    | 25          |

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

### **A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the South Brunswick Supervisors' Association, hereinafter known as "the Association," as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all employees titled and certified instructional supervisor, whether under contract, on leave, on a per diem basis, employed, or to be employed by the South Brunswick Board of Education.

### **B. Definitions**

For the purpose of clarity, terms crucial to the interpretation of this contract are listed below:

#### **1. Employee**

When used hereinafter in this Agreement, this term shall refer to all professional instructional supervisory employees represented by the Association in the negotiating unit as above defined, and references to males shall include females.

## **ARTICLE 2** **NEGOTIATION PROCEDURE**

### **A. Deadline Dates**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than the date set by the Public Employee Relations Commission (P.E.R.C.). Any agreement so negotiated shall apply to all members. It shall be reduced to writing and subject to ratification by both parties, be signed by the Board and Association, and be adopted by the Board.

### **B. Neither party in the negotiations shall have 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 and consider proposals and counterproposals in the course of negotiations.**

### **C. Each party may have consultants present during negotiations. When mutually**

agreed upon, clerical assistance and consultants may be contracted by both parties, in which case the costs will be shared equally by both parties.

### **ARTICLE 3** **GRIEVANCE PROCEDURE**

A. Definition

A "grievance" is a claim by a supervisor or a representative of a supervisor that involves the appeal of an administrator's interpretation, application, or alleged violation of policies and agreements; and/or administrative decisions affecting the supervisor. As used in this definition, the term "supervisors" shall mean also a group of supervisors having the same grievance.

B. Purpose

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

C. Rights of the Aggrieved

Any individual supervisor represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her own appeal. He/she shall have the right to present his/her own appeal or designate a representative of the Association, or other persons of his/her own choosing to appear with him/her at any step in the grievance procedure. Whenever he/she chooses to have the persons appear with him/her, a representative of the Association will have the option of being present.

D. Grievance Notification

The Association shall be notified in advance of any grievance meeting, which involves a supervisor 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 supervisor to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified 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, supervisors 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 supervisor's school building, may be initiated at Level Two. A copy of the grievance shall, however, be given to the principals of the aggrieved supervisor's school buildings before the grievance is initiated.
- e. In the event a 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 be changed so that

3 school days become 5 calendar days,  
5 school days become 7 calendar days, and  
10 school days become 14 calendar days

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

2. Level One

- a. A supervisor with a grievance shall first discuss it with his/her building principals within 30 (thirty) calendar days of its occurrence. The supervisor 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 supervisor within five (5) workdays, he/she shall set forth his/her grievance in writing to their principals specifying
  - 1. the nature of the grievance;
  - 2. the nature and extent of the injury, loss or inconvenience;

3. the result of the previous discussion;
  4. his/her dissatisfaction with decisions previously rendered;
  5. the remedy sought.
- c. The principals shall communicate their decision to the supervisor 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 principals.

3. Level Two

No later than five (5) workdays after receipt of the decision, the supervisor may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must state the grievance submitted to the principal as specified above and the supervisor'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 supervisor and the principals.

4. Level Three

If the grievance is not resolved to the supervisor'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 the 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 supervisor 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 supervisor and the supervisor wishes a 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 supervisor which arises by reason of his/her not being re-employed.
  - (3) A complaint of a supervisor 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 shall be made by the Association within seven (7) workdays of the notification of the Superintendent to the American Arbitration Association 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, the American Arbitration Association 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 supervisor and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of arbitrator's hearings.
- d. The arbitrator's fee shall be shared equally by the Board and the Association.

**ARTICLE 4**  
**RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Board; or his institution of any grievance; complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

**ARTICLE 5**  
**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 limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign, and retain supervisors in positions within the school district, and 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),
  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.

**ARTICLE 6**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

A. Information

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 weeks from the date of the Association request.

B. Released Time for Meetings

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

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and that prior approval is received from the building principal.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, computers, telecommunications resources, copy machines, other duplicating equipment, calculating machines, and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment incident to such use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this agreement shall be granted only to the Association as the exclusive

representative of the supervisory employees, as defined in the unit, and no other organization.

F. Agency Shop

1. Purpose of Fee

If any employee 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 employee 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 employee's per capita cost of services rendered by the Association as majority representative. A list of such employees shall be supplied to the Board by the Association.

2. Amount of Fee-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 members for that membership year. The representation fee to be paid by non-members will be 85 percent (eighty-five percent) of that amount.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee, no further payment will be required.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section F. 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.

5. New Employees

Any new employee within the unit who fails to join the Association within 60 (sixty) days will be added to the agency shop list for deductions. Any unit member may appeal the amount of dues assessed. The officers of the unit shall constitute the appeal board.

6. Conflict With Other Units With Agency Shop

In negotiating with other bargaining units in the district related to agency shop provisions, the Board of Education shall exempt all supervisory employees from any agency shop claims from any unit other than the one in which the supervisory employee is eligible for membership.

7. Indemnity Clause

The Association shall indemnify and hold the employer harmless against

any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

## **ARTICLE 7** **EVALUATION**

### **A. Right to Full Knowledge**

The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

### **B. Frequency of Review**

Evaluation of tenured or non-tenured supervisory staff shall follow the procedures as required by law. The Superintendent may establish procedures, which exceed the legal requirement.

### **C. Evaluation Procedures**

#### **1. Copies of Reports**

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

#### **2. A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6: 3-1.21. At such time, the**

employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

#### **3. Notice of Contract Renewal**

Each non-tenured supervisory employee shall receive written notice, prior to April 30th of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

**ARTICLE 8**  
**LEAVES OF ABSENCE**

A. Sick Leave

1. Supervisors shall be granted ten (10) days of sick leave per year. Any unused sick leave shall be accumulative. From their accumulated sick leave days, employees may use five (5) days as family illness days each school year with prior approval.
2. 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.
3. In no event shall a supervisor be eligible to accumulate more than ten (10) additional sick leave days in any one (1) academic year.
4. Employees who lose time due to an injury inflicted by a student or due to an injury suffered while quelling a disturbance shall not have time charged against accumulated sick leave.
5. Any employee who has completed 15 (fifteen) years of service in South Brunswick will receive, upon retirement from the district, payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be 50 percent (fifty percent) of the eligible days at the rate of \$100 (one hundred dollars) per day. A unit member who passes away has the retirement benefit for unused sick days and unused vacation days paid to his/her estate.

B. Extended Disability

1. Total Disability

"Total Disability" shall mean one which,

- a. Results from bodily injuries or disease, and
- b. Wholly prevents the supervisor from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature of the disability.
- c. The supervisor 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 all full-time supervisors who are on an annual contractual agreement 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 supervisor who has been notified 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 not be available to any supervisor who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to a supervisor whose services are to be terminated by a 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 supervisor 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 supervisor becomes eligible for payment under this Section: 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 supervisor is required to perform service, as provided in the annual contract.
  - (2) Ten-month (10-month) supervisors (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 50 percent (fifty

percent) of a supervisor's salary subject to the limitations of e. below, at the time disability began except that there shall be a \$3,000 (three thousand) monthly limit on payments under this Section.

- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month. Benefits shall be payable for a maximum of one (1) school year (12 months).
- d. In no case shall benefits be payable concurrently with payments received by a supervisor for retirement under the Social Security Program or any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of any Worker's Compensation payments and by disability payments under Social Security. The supervisor shall be required to apply for such payments, if potentially eligible.
- f. Once disability eligibility begins under this Article and if a supervisor 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 an employee 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.
- c. Eligibility for disability begins on the 1st day of the 5th year of continuous employment in the school district. (This is also available to non-tenured supervisors who applied for disability prior to September 1, 2022.)



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 supervisor.
- b. An application for total disability shall be submitted only after the sick 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 supervisor has fewer accumulated sick leave days than can cover the alternative waiting period, 30 (thirty) calendar days, whichever is longer.

**ARTICLE 9**  
**TEMPORARY LEAVES OF ABSENCE**

Supervisors 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. Supervisors newly hired on or after February 1st shall receive one (1) day or two (2) half days of personal leave.
3. Unused personal leave days for each year shall be converted to sick days and added to the supervisor'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

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 supervisor, parents, grandparents of supervisor or spouse, other family members for whom the supervisor is legally responsible, and any other member of the immediate household.

2. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee, to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law, or sister-in-law.

C. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or which involves a South Brunswick student, which the supervisor is required or requested to attend, shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be witness in court. Those supervisors called for jury duty shall be paid at their regular rate less compensated fees for jury duty. This section shall only be applicable when the supervisor is actually requested to be in court by an officer of the court.

E. Job Connected Injury

Supervisors 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 charged against his/her accumulated sick leave. Such salary shall be paid for absence during the waiting period and during the period the supervisor 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 supervisor pursuant to this section shall be reduced by the amount of any Workers' Compensation award made for temporary disability.

**ARTICLE 10**  
**EXTENDED LEAVES OF ABSENCE**

A. Extended Leaves of Absence

1. A leave of absence without pay shall be granted to supervisors for military service in accordance with N.J.S.A. 18A:6-33. Upon 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 supervisor returning from such leave shall be placed on the step of salary schedule he/she would have attained had he/she remained in the

school system

B. All other leaves of absence may be granted in accordance with Board Policy.

C. Child-Rearing Leave

1. In the case of the birth of a child, any supervisor 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 supervisor to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to tenured supervisors for the balance of the school year (concluding June 30th) in which the child is born. A supervisor who is on child-rearing leave under these provisions may apply for an additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than the April 1st prior to the termination of the leave granted.
4. Child-rearing leave shall be granted to non-tenured supervisors for the balance of the school year (concluding June 30th) in which the child is born. The rights of non-tenured supervisors 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 supervisors.
5. Any supervisor adopting a child shall be granted a child-rearing leave in conformity with the provisions of C.3. which shall commence upon the date such supervisor obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices 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 provision of C.3.
  - a. Any pregnant staff 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.



6. Nothing herein shall prevent the supervisor and the Board from agreeing that a supervisor may return sooner than the leave termination date granted if earlier return is administratively convenient to the Board and is not medically contraindicated.
7. Upon return from child-rearing leave, all benefits to which the supervisor was entitled at the commencement of leave, including unused sick leave, shall be restored. Effective July 1, 1986, this provision does not extend to reinstatement of the percentage level under dental insurance. An employee returning from this leave shall receive dental insurance based upon the rules of carrier.

## **ARTICLE 11** **SABBATICAL LEAVE**

- A. Supervisors may be granted a sabbatical leave after seven (7) years' service in the South Brunswick Township Public Schools for the purpose of: extended travel, advanced study, research, work, or study which will improve performance as a supervisor and/or will benefit the school system or portions thereof.
- B. Limitations
  1. Supervisors 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 one-half ( $\frac{1}{2}$ ) salary or for one-half ( $\frac{1}{2}$ ) year at full salary.
  2. Only one (1) supervisor may be granted sabbatical leave in any one (1) calendar year.
  3. The recipient of a sabbatical leave shall agree to return to the school district for one (1) year after completion of the leave.
  4. Upon returning from leave, the supervisor shall be placed upon the step of the salary guide which he/she would have attained had she/he not taken said leave.
  5. No supervisor shall be eligible for a second sabbatical until she/he 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 application for sabbatical leave on or before January 1st of the school year preceding the possible leave. Receipt of applications shall be acknowledged by the Superintendent of Schools 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 a teacher from each school building, an elementary, middle and high school administrator, and a central office staff member shall establish criteria and review applicants for sabbatical leaves and shall recommend to the Superintendent the disposition of the requests.

G. Approval

Formal approval shall be granted to recipients on or before the first regularly scheduled meeting of the Board of Education in March.

**ARTICLE 12**  
**WORK YEAR**

A. The work year for employees shall follow one of the following:

- a. The work year for employees shall consist of 200 (two hundred) days. Days worked which are not days when school is in session shall be reported to the direct supervisor. Days which are worked beyond the 200 (two hundred), must be approved in advance of the work by the Superintendent or his/her designee, and consideration for approval will be given for the purpose of late staffing, curriculum writing,

unexpected meetings, and/or planning. Procedures for approving days worked beyond the 200 (two hundred) shall be developed by the Association. Copies of the procedure must be submitted to the Superintendent and the Office of Personnel for approval prior to the start of each school year as approved by the Superintendent will be paid by voucher at the rate of 1/200 of the yearly salary.

i. Supervisors shall attend the summer administrative workshops (one or two days). These days count as one (1) or two (2) of the 200 (two hundred) workdays. Supervisors shall attend district-wide administrative workshops during the school day.

OR they follow the 12-month work year contract agreements of the SBAA.

b. Shall consist of 12 months, in which case the Supervisor would receive the following vacation schedule:

i. All 12-month (twelve-month) unit members included in this Agreement shall be entitled to 22 (twenty-two) days vacation each year. These unit members shall also be entitled to 12 (twelve) defined holidays and five (5) floating holidays, to be used when school is not in session. The list of 12 (twelve) defined holidays will be mutually developed each May. All vacations shall be arranged in accordance with the best interests of the school system.

ii. Employees entitled 22 (twenty-two) vacation days annually must take no less than 15 (fifteen) vacation days during the year in which the vacation days are received. An employee shall be entitled to accumulate seven (7) vacation days for one-year (1-year) period, which will either have to be used during the next school year or be lost. For example, if an employee uses only 15 (fifteen) vacation days during the 2022-2023 school year, he shall be entitled to twenty-nine (29) vacation days during the 2023-2024 term. The number of days which can be accumulated in any given year and carried over to the following school year is seven (7) days.

iii. In the event that the Superintendent or the Board determine that an employee cannot utilize one (1) or more of his/her vacation days in any given year because it is not in the best interest of the School District, such employee shall be able to accumulate said number of vacation days during a subsequent year. Such determination must be in writing. In such an event, the seven-day (7-day) limitation contained in paragraph b.ii. above shall not apply.

iv. Unused Vacation Days

1. An employee who resigns, or is subject of a reduction in force, or is discharged, or retires, or who is transferred to a

non-unit position shall receive cash payment for any unused vacation days accumulated under the terms of A. 2. Above.

2. An employee who dies shall have payment for his/her unused vacation days given to his/her estate.
3. For the purposes of payment under B.1. and B.2. above, employees shall be paid for each eligible accumulated vacation day at the rate of 1/260th of the annual salary.

B. The decision as to how it is determined whether a Supervisor position will be 200 days or 12-months will be decided as follows:

- a. All current Supervisors employed by the district as of June 30, 2022 are identified as 200-day employees. For an employee who falls into that category to be moved to a 12-month position, the following must ALL first occur:
  - i. Both the district and the employee mutually agree to a change to a 12-month position.
  - ii. If a current employee is changed to a 12-month position, the salary will be immediately increased by 10%.
  - iii. Either the employee or the district can request of the other, for a position to be moved from 200-days to 12-months. However, as per B.a.i, the change can only be made with mutual agreement.
  - iv. New employees beginning on July 1, 2023 upon hire will be assigned to either 200-days or 12-months at the sole discretion of the Superintendent.
  - v. If any additional responsibilities would come with an increase, this would first need to be discussed and put into a Job Description, which is agreed upon by the existing employee. This would be for anyone transitioning from 200 days to 12 months.
- b. The following process will be used for considerations in moving from 10 - 12 months.
  - i. **2/15** - Superintendent or his/her designee emails Supervisors to assess interest.
  - ii. **3/15** - Supervisor confirms interest to move to 12-months with the Superintendent in writing (electronic or hard copy)
  - iii. **4/30** Superintendent informs parties of any moves that will be made to 12-month positions

### **ARTICLE 13** **VACANCIES**

A notice of vacancies in an administrative position shall be posted and a copy sent to the Association ten (10) calendar days before the final day when applications must be



submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications are pending.

#### **ARTICLE 14** **ASSIGNMENTS**

Supervisors who are the primary evaluator for 27 (twenty-seven) or more certified teachers shall be assigned no more than one (1) teaching period. Supervisors who are the primary evaluator for less than 27 (twenty-seven) certified teachers shall be assigned no more than two (2) teaching periods. Assignments for non-teaching supervisors will be determined by the principal.

#### **ARTICLE 15** **PROFESSIONAL DEVELOPMENT**

The Board shall provide annually an amount equal to \$2,300 (two thousand three hundred dollars) per supervisor for professional development, including relevant graduate courses, selected by individual members. Professional development monies can be used for subscriptions, to attend workshops/webinars, or to pay membership dues in professional organizations 15% of professional development monies can be applied to the purchase of books or resources that promote professional and curricular development for the supervisor only. Procedures for administering this section shall be developed by the Association. Copies of the procedure must be submitted to the Superintendent for approval prior to the start of each school year. Payment of professional development monies will not be made unless there is an approved procedure in place. Approval to attend programs shall not be unreasonably denied.

Professional development materials requests for books or resources require authorization by the Assistant Superintendent for Curriculum, Instruction and Administration and must be submitted by February 1st. If a need arises later, the purchase will need authorization by both the Business Administrator and Assistant Superintendent for Curriculum, Instruction and Administration. Professional development monies may not be used to pay dues to any organization that would represent the administrator in any collective bargaining or grievance hearing.

#### **ARTICLE 16** **HEALTH BENEFITS**

A.

1. Employees enrolled in the New Jersey Educators Health Plan, the Garden State Health Plan, or the equivalent plans offered by the District, will contribute towards their health insurance in accordance with Chapter 44, or other applicable law.

2. Employees enrolled in Direct Access 20/30 as of March 1, 2021, and who remain in the plan with no changes to the level of their benefits, will contribute a percentage of their salary toward health insurance, calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{Current Salary}} = \text{Contribution percentage}$$

3. Employees: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, will contribute the below percentages of their salary:

|                |      |
|----------------|------|
| Single:        | 5.5% |
| Parent/Child:  | 7.0% |
| Spouse/Spouse: | 8.0% |
| Family:        | 9.5% |

\*\*\* Family plan capped at \$135,000

4. Employees enrolled in a plan offered by the District other than the New Jersey Educators Health Plan, the Garden State Health Plan, or the Direct Access 20/30 Plan shall contribute towards health insurance in accordance with Tier 4, Chapter 78. P.L. 2011.
5. Medical coverage through current health benefits program. Employees may choose any of the available plans; however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan, effective September 1, 2015. Any employee who is enrolled in a plan other than the Direct Access 20/30 plan shall pay the 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 Cadillac Tax imposed by the Affordable Care Act.
6. The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi-Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.
7. Effective September 1, 2015, the Direct Access 10 plan will no longer be offered.

8. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district.
9. Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.

- B. There shall be a single/full family dental plan. Employees enrolled in the dental plan shall contribute towards health insurance in accordance with Tier 4, Chapter 78, P.L. 2011

Unless and until a change is negotiated by the parties, the Board's maximum contribution to the family dental plan shall not exceed \$507 (five hundred seven dollars) over the single plan cost per enrolled unit member per year. If the cost of the insurance exceeds the per enrolled unit member cost of \$507 (five hundred seven dollars) plus the single plan cost, the additional cost shall be borne by the supervisors covered by the family plan. Effective on the first of the July 2013, this paragraph shall be suspended as long as the current state imposed premium contribution is in effect.

- C. Effective July 1, 1996, unit members whose official employment commences on or after July 1, 1996, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels. Effective on the first of the month following mutual ratification of this MOA, this paragraph shall be suspended as long as the current state imposed premium contribution is in effect.

**ARTICLE 17**  
**SUPERVISORS' SALARY GUIDE**

**BASE SALARIES**

| <b>NAME</b> | <b>2022 - 2023</b>     | <b>2023 - 2024</b>     | <b>2024 - 2025</b>     | <b>2025 – 2026</b>     | <b>2026-2027</b>       |
|-------------|------------------------|------------------------|------------------------|------------------------|------------------------|
|             | <b>BASE<br/>SALARY</b> | <b>BASE<br/>SALARY</b> | <b>BASE<br/>SALARY</b> | <b>BASE<br/>SALARY</b> | <b>BASE<br/>SALARY</b> |
| Alfieri     | \$142,535.01           | \$147,381.20           | \$152,392.16           | \$157,573.49           | \$162,930.99           |
| Decker      | \$132,536.20           | \$137,042.43           | \$141,701.87           | \$146,519.74           | \$151,501.41           |
| Faigin      | \$126,360.48           | \$130,656.74           | \$135,099.07           | \$139,692.43           | \$144,441.98           |
| Finkelstein | \$117,998.47           | \$122,010.42           | \$126,158.77           | \$130,448.17           | \$134,883.41           |
| Greco       | \$102,986.40           | \$106,487.94           | \$110,108.53           | \$113,852.22           | \$117,723.19           |
| Harding     | \$125,427.84           | \$129,692.39           | \$134,101.93           | \$138,661.39           | \$143,375.88           |
| Jain        | \$112,866.37           |                        |                        |                        |                        |
| Laskin      | \$132,334.68           | \$136,834.06           | \$141,486.42           | \$146,296.96           | \$151,271.05           |
| Medina      | \$93,000.00            | \$97,000.00            | \$100,298.00           | \$103,708.13           | \$107,234.21           |
| McCarty     |                        | \$102,064.70           | \$105,534.90           | \$109,123.09           | \$112,833.27           |
| Rajagopal   | \$122,399.15           | \$126,560.72           | \$130,863.79           | \$135,313.15           | \$139,913.80           |
| SantaMaria  | \$100,642.84           | \$104,064.70           | \$107,602.90           | \$111,261.39           | \$115,044.28           |
| Sassine     | \$115,758.29           | \$119,694.07           | \$123,769.67           | \$127,971.64           | \$132,322.67           |
| Sears       | \$127,157.19           | \$131,480.53           | \$135,950.87           | \$140,573.20           | \$145,352.69           |
| Talbot      |                        | \$105,120.64           | \$108,694.74           | \$112,390.36           | \$116,211.64           |
| Wright      | \$103,872.02           | \$107,403.67           | \$111,055.39           | \$114,831.28           | \$118,735.54           |

The base salary shown above includes the appropriate degree differential under C. below in effect as of July 1, 2015.

A. Supervisory Differential

Supervisors who supervise 20 (twenty) or more teachers shall receive a differential of \$1,500 (one thousand five hundred dollars). Supervisors who supervise 20 (twenty) or more teachers and span K-5, 6-12 or K-12 shall receive a differential of \$2,000 (two thousand dollars). In no event shall a supervisor receive more than one (1) differential.



B. Salary Ranges

The minimum salary range for supervisors will be:

2023 - 2024 ~ \$97,000  
2024 - 2025 ~ \$98,500  
2025 - 2026 ~ \$100,000  
2026 - 2027 ~ \$101,500

Supervisors hired on or after July 1, 2008, shall be paid the amount agreed to between the Board and the newly hired supervisor. In establishing the initial total salary, the base salary and stipends shall be listed separately in a letter which goes to the new supervisor, with a copy to the Association. The initial total salary also includes any payment for graduate credits or degrees earned beyond the master's degree.

C. Longevity

Effective July 1, 2018, supervisors who have been employed ten (10) or more plus (10+) years shall receive an annual stipend of \$1,000 (one thousand dollars) as longevity. For longevity purposes only, the number of years will be determined by counting the number of years as a member of SBSA plus ½ (one half) of the number of years the individual has been continuously employed as a certificated staff member in the South Brunswick School District. Effective July 1, 2022, supervisors who have been employed fifteen (15) or more years shall receive an annual stipend of \$1,500 (one thousand five-hundred dollars) as longevity.

D. Change of Degree

Members of this Association shall be eligible for an additional \$1,000 (one thousand dollars) differential in salary upon attainment of the following degree levels: MA+30, MA+60, and doctoral degree level. The following rules shall determine change in degree level:

- a. Only graduate courses that apply directly to the teaching certification or teaching area shall be counted toward degree change.
- b. In each 30 (thirty) credit block of graduate credits, a maximum of 12 (twelve) credits shall not be subject to the limitations of a. above.

- c. In order for credits, not falling under the terms of a. or b. above, to be counted toward degree credit, the supervisor must receive prior written approval of the Superintendent. His/her decision shall not be subject to Article 3.
  - d. Credits falling under the terms of a. and b. or approved under c. shall count for degree credit only if the supervisor attains a grade of "B" or better. A "Pass" grade will be acceptable only if the supervisor has not been offered the choice of a number/letter grade rather than a "Pass-Fail". Failure to select a letter grade when offered shall eliminate such credits from consideration.
  - e. Graduate courses taken by a supervisor 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 degree credit. Graduate courses taken for other certifications are governed by a. through c. above.
  - f. For supervisors hired after July 1, 1985, only applicable graduate credits earned after the last degree level was attained may be used for degree credit.
  - g. The base salary shown above under "BASE SALARIES" includes the appropriate degree differential in effect as of July 1, 2015.
- E. Supervisors shall be paid in twenty-two (22) equal payments, August 1st through June 30th.
- F. Effective July 1, 2008, all unit members shall be paid through a direct deposit system under rules established by the Administration.

**ARTICLE 18**  
**PROTECTION OF EMPLOYEES AND PROPERTY**

- A. The Board of Education shall carry an insurance policy to provide Workers' Compensation for any supervisor who is injured while in performance of his/her duties.
- B. The Board of Education shall carry liability insurance to protect all supervisors in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the supervisors, 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 schools and in school buses.

- D. In the event of litigation, civil or criminal, the Board will extend to its professionals all of the protection afforded by the Statutes of the State of New Jersey.

#### **ARTICLE 19** **DEDUCTIONS FROM SALARY**

A. Tax-Sheltered Annuity

An employee may authorize the Board to make deductions for the purposes of tax-sheltered annuities pursuant to the provisions of R.S.18A:16-127, et seq., and the terms of a group contract approved by the Board.

#### **ARTICLE 20** **MISCELLANEOUS**

A. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the State of New Jersey for its employees.

B. Printing of Agreement

The Board will, at its own expense, print sufficient copies of this Agreement for present and future Association members.

#### **ARTICLE 21** **ENROLLMENT PLAN**

Full-time tenured supervisors who acquired tenure prior to July 1, 2015 shall be entitled to participate in the South Brunswick School District open enrollment policy, but only for children who were enrolled under this program and attended district schools prior to July 1, 2015. The supervisor shall be required to pay 20 percent (twenty percent) tuition. Siblings of those children who were enrolled prior to July 1, 2015 may be enrolled effective July 1, 2015, and the supervisor shall be required to pay 50 percent (fifty percent) tuition for the siblings enrolled after July 1, 2015. The schedule of payments shall be established by the district's Business Administrator. Supervisors who acquire tenure on or after July 1, 2015 shall not be eligible to participate in this program.

#### **ARTICLE 22** **LEGALITY OF AGREEMENT**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

**ARTICLE 23**  
**DURATION OF AGREEMENT**

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. This Agreement shall be effective as of **July 1, 2022 and shall continue in effect through June 30, 2027**, subject to the Association's right to negotiate over a successor agreement, as provided herein.

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

**SOUTH BRUNSWICK SUPERVISORS' ASSOCIATION**

*John Hardy* President  
*Laurie Fargin* Secretary  
8/3/23 Date

**SOUTH BRUNSWICK BOARD OF EDUCATION**

*Lisa M. Ralgers* President  
*[Signature]* Secretary  
8/3/23 Date

**AGREEMENT**  
**between the**  
**SOUTH BRUNSWICK BOARD OF EDUCATION**  
**and the**  
**SOUTH BRUNSWICK SCHOOL BUS DRIVERS' ASSOCIATION**

**July 1, 2022 through June 30, 2025**

## Table of Contents

If viewing this contract electronically, click on the article to be taken directly to the corresponding page.

|                                                          |           |
|----------------------------------------------------------|-----------|
| <u>ARTICLE 1 RECOGNITION .....</u>                       | <u>2</u>  |
| <u>ARTICLE 2 NEGOTIATION PROCEDURES.....</u>             | <u>2</u>  |
| <u>ARTICLE 3 RIGHTS OF THE BOARD .....</u>               | <u>2</u>  |
| <u>ARTICLE 4 ASSOCIATION RIGHTS AND PRIVILEGES .....</u> | <u>3</u>  |
| <u>ARTICLE 5 GRIEVANCE PROCEDURE .....</u>               | <u>4</u>  |
| <u>ARTICLE 6 SALARY SCHEDULE .....</u>                   | <u>6</u>  |
| <u>ARTICLE 7 WORK YEAR AND WORK WEEK.....</u>            | <u>11</u> |
| <u>ARTICLE 8 LONG-TERM LEAVES OF ABSENCE .....</u>       | <u>15</u> |
| <u>ARTICLE 9 SHORT-TERM LEAVES OF ABSENCE.....</u>       | <u>16</u> |
| <u>ARTICLE 10 HEALTH INSURANCE .....</u>                 | <u>17</u> |
| <u>ARTICLE 11 MISCELLANEOUS .....</u>                    | <u>21</u> |
| <u>ARTICLE 12 PROTECTION OF DRIVERS .....</u>            | <u>23</u> |
| <u>ARTICLE 13 .....</u>                                  | <u>24</u> |
| <u>WORKPLACE DEMOCRACY ENHANCEMENT ACT.....</u>          | <u>24</u> |
| <u>ARTICLE 14 DURATION .....</u>                         | <u>24</u> |



**ARTICLE 1**  
**RECOGNITION**

- A. The South Brunswick Board of Education ("Board") recognizes the South Brunswick School Bus Drivers' Association, N.J.E.A. ("Association") as the exclusive majority representative for the following employees:

Bus Drivers  
Van Drivers  
Floater Drivers

Excluded from the unit are all other professional, non-professional, supervisory, and managerial employees including clerical and remaining support staff employees.

- B. Unless otherwise indicated the term "driver" as used in this Agreement shall refer to all bargaining unit positions defined in paragraph A. above.

**ARTICLE 2**  
**NEGOTIATION PROCEDURES**

- A. The Board and the Association agree to commence negotiations on a successor agreement under the timelines set forth in Chapter 123 of the Public Laws of 1974.
- B. 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 limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign, and retain drivers in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against drivers;
  2. to abolish any such position for reasons of economy or because of an alteration in transportation needs or of change in administrative or supervisory organization of the district or for other good cause;
  3. to maintain the efficiency of the district operations entrusted to them;
  4. to determine the means by which such operations are to be conducted;

- 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by the parties that, under the rulings of the courts of New Jersey, the Board of Education is forbidden to waive any rights or forbidden to waive any rights or powers granted to it by law.

**ARTICLE 4**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, available information in the public domain.
- B. The Board agrees to provide information to the Association in response to reasonable requests when such information is necessary for the Association to carry out its obligations to negotiate on behalf of drivers or investigate and process grievances.
- C. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, Grievance proceedings, grievance conferences, or grievance meetings he/she shall suffer no loss of pay.
- D. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings upon prior notice and approval by the principal of the school in question.
- E. The Association and its representatives may be permitted to use school facilities and office equipment upon prior notice and approval by the principal, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- F. The Association may be permitted the reasonable use of the interschool mail facilities and school mailboxes.
- G. In the event that a driver is required to confer with the Board or a committee of the Board concerning any matter that could affect the continuation of the driver in his/her position or employment or could affect his/her terms and conditions of

employment, then the driver shall be given prior written notice stating the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such a meeting.



## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

1. A "grievance" is a claim by a driver, a group of drivers, or the Association based upon the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment of a bus driver or a group of drivers.
2. The Association shall be notified in advance of all grievance meetings that involve a driver and may be present at any such meeting.

#### **B. Time Limits**

Failure by the Board or its representatives at any step of this procedure to communicate a decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step of the procedure. Failure by the grievant at any step of this procedure to appeal a grievance to the next step of the procedure within time limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended by mutual, written agreement of the grievant and the relevant supervisor (or the Board, if at the Board level).

- C. During and notwithstanding the pendency of the grievance, the grievant and all other drivers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance shall be fully determined.
- D. If the event giving rise to the grievance was initiated at a level above the Transportation Coordinator, the grievance may be initially filed at a higher level. The initial timeline on the filing of written grievance set forth in E.2. below shall be the timeline for filing under this section.

#### **E. Procedural Steps**

##### **1. Level One**

A grievant shall first discuss the problem with the Transportation Supervisor within 30 (thirty) calendar days of the occurrence. The grievant shall state at the outset that he/she is initiating Level One of this procedure. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she may set forth his/her grievance in writing to the Transportation Supervisor within five (5) workdays of the event giving rise to the grievance. The written grievance shall specify:

- a. the specific provision(s) of the Agreement alleged to have been violated;
- b. the nature and extent of the injury or loss;
- c. the date or dates on which discussion occurred under Level One, or if the grievant seeks to file the grievance at any step but Level One under the terms of D. above, why the grievance is being initiated at a higher step;
- d. the results of the discussion(s) at Level One;
- e. the remedy sought.

The Transportation Supervisor shall communicate his/her decision to the grievant in writing within five (5) working days of receipt of the written grievance.

2. Level Two

The grievant may appeal the decision of the Transportation Supervisor to the Superintendent within five (5) working days of the Transportation Supervisor's response. The written appeal shall conform to 2.a. through e. above. The Superintendent shall communicate his/her decision to the grievant in writing within ten (10) working days upon receipt of the written grievance.

3. Level Three

The grievant may appeal the decision of the Superintendent to the Board within five (5) working days of the Superintendent's response. The written appeal shall conform to 2.a. through e. above. The Board shall review the grievance and, at its option, meet with the grievant, and render a decision in writing within 30 (thirty) workdays of receipt of the written grievance.

4. Arbitration

The Association may appeal the decision of the Board to arbitration within ten (10) working days of the Board's response.

- a. The parties agree to be bound by the Rules of Arbitration of the Public Employee Relations Commission (P.E.R.C.).
- b. The selected arbitrator shall hold a hearing and issue his/her decision not later than 30 (thirty) days from the close of the hearing or from the date of the last submitted written brief, if any.

- c. The arbitrator shall limit himself/herself to the issues submitted by the parties and shall consider nothing else. The arbitrator shall be without power to add to or subtract from the Agreement.
- d. The decision of the arbitrator shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.
- e. The arbitrator's fee shall be shared equally by the Board and the Association.

F. No Strike/No Lockout

- 1. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any driver from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employment) work stoppage, slowdown, walkout, or other action against the school district. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Board.
- 2. The School Board agrees that during the term of this Agreement neither the Board nor any of its agents will cause, authorize, or support the locking out of any driver in this bargaining unit.

## **ARTICLE 6** **SALARY SCHEDULE**

A. Salary Guide

Bus drivers shall be paid on the basis of the Salary Schedule, which is part of this Agreement.

B. Initial Guide Placement

Full experience credit on the salary guide may be granted for previous bus driver experience.

C. Step Movement

- 1. There shall be no partial steps.

2. Drivers who begin prior to December 31st shall receive a full step increment on the first day of the next work year.
  3. Drivers who begin after December 31st shall remain on the same step for the next work year.
- D. In addition to the salary established on the Salary Schedule, a driver shall receive a differential for possession of a valid National Safety Council "defensive driving" certificate as follows: \$.50 (fifty cents) per hour. Effective July 1, 2010, a defensive driving course will be offered to drivers every three (3) years. All bus drivers are required to attend the scheduled course.
- E. Longevity

A longevity adjustment shall begin on the September 1st after the completion of the tenth (10th) anniversary date of employment as a driver:

Ten (10) Years: \$1.50 (one dollar and fifty cents) per hour

Twenty (20) or More Years: \$1,000 (one thousand dollars) per year effective September 1st that follows the 20th (twentieth) anniversary of employment as a driver.

Longevity shall be defined as continuous years of service in this unit and will be earned at the completion of the anniversary date of hire. Administrative approved leaves of absence (e.g. disability, child rearing, sabbatical, etc.) shall not constitute a break in service. Additionally, a Board initiated lay-off and recall shall not constitute a break in service if the employee is rehired by the District within 6-months from the date of the break in service.

F. Overtime

The Board agrees to pay overtime authorized by the Transportation Supervisor, as follows:

1. Work performed beyond 40 (forty) hours per week shall be paid at time and one half. A week is defined as the period between Monday through Sunday.
2. Work performed on Sundays will be paid at two (2) times the driver's rate of pay.
3. Work performed on major holidays shall be paid at two (2) times the regular rate of pay. Major holidays are Labor Day, Thanksgiving Day, day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Martin Luther King's Birthday, and Good Friday.

4. For purposes of determining overtime, the following shall count as regular hours worked: paid sick leave days, paid personal days, and other paid leaves of absence.
5. There shall be no pyramiding of overtime benefits under the terms of this Agreement.

G. Dry Runs

Drivers shall be paid for no less than one (1) dry run day each year.

H. Pay for Time Worked

Unless otherwise covered in this Agreement, drivers shall be paid at their regular rate for all time worked.

I. Driver Training

If the Supervisor asks a driver to take a Driver's Trainer course and the driver agrees, the district will pay for the course directly to the institution offering the training. The decision to offer the training shall be in the Supervisor's sole discretion and shall not be arbitrable. Drivers who are assigned to perform driver training shall be paid a differential of \$1.00 (one dollar) per hour for all time on that assignment.

J. Contracted Salary

1. There shall be a contract system under which, insofar as possible, employees shall be offered a written contract specifying a minimum number of hours to be worked during the school year.
2. The normal date of issuance for such contracts shall be September 1st of each year. Employees must signal their intention to accept such a contract by signing the contract and returning it to the district's personnel office within three (3) workdays of receipt.
3. It is understood that the district may not be able to extend such contracts to all unit members because of the fluidity of their work situations, as limited by Article 12 of the agreement.
4. Hours worked by an employee over and above the contracted hours shall be vouchered and paid as per practice.
5. Employees who receive a contract shall be provided 15 (fifteen) days'



written notice of a reduction in contracted hours. Any permanent reduction or increase in regular work shall be reflected in contracted hours after 30 (thirty) days of permanent assignment.

6. The contract shall maintain the hourly rate approach (e.g. 181 days x 6 hours per day x hourly rate).
  7. Employees who receive a contract shall receive their base pay (total pay minus any vouchered hours) in 20 (twenty) equal installments commencing on September 15th.
  8. Salaries shall be reported to P.E.R.S. in accordance with the law.
- K. Permanent floater drivers shall receive a differential of \$1.00 (one dollar) per hour for each hour worked as a floater driver.
- L. Effective July 1, 2006, all unit members shall be paid through a direct deposit system under rules established by the Administration.
- M. Drivers will be permitted to order up to \$100 (one hundred dollars) per year on job-related clothing items from a vendor selected by the Board.
- N. Effective January 1, 2007, in order to determine an employee's pension contribution for vouchered work, the following calculation shall be made annually. Add to the employee's current base salary, the following amount:
1. For employees with three (3) full years or more of continuous district service prior to July 1st, add the average vouchered compensation of the previous three (3) years.
  2. For those employees with less than three (3) years' experience prior to July 1st, add the average vouchered compensation of the immediately previous two (2) or one (1) prior years, as relevant.
  3. For the purposes of this section, a year is defined as July 1st through June 30th.

## **HOURLY RATE GUIDES**

### **2022-2023 School Year**

Base Rate: \$30.00/hour

| Longevity Years | Longevity Rate/Hour |
|-----------------|---------------------|
| 5-7 Years       | \$1.50              |
| 8-9 Years       | \$2.25              |
| 10-14 Years     | \$3.00              |
| 15-19 Years     | \$4.00              |
| 20+ Years       | \$5.00              |

### **2023-2024 School Year**

Base Rate: \$30.50/hour

| Longevity Years | Longevity Rate/Hour |
|-----------------|---------------------|
| 5-7 Years       | \$1.50              |
| 8-9 Years       | \$2.50              |
| 10-14 Years     | \$3.00              |
| 15-19 Years     | \$4.00              |
| 20+ Years       | \$5.00              |

### **2024-2025 School Year**

Base Rate: \$31.00/hour

| Longevity Years | Longevity Rate/Hour |
|-----------------|---------------------|
| 5-7 Years       | \$1.50              |
| 8-9 Years       | \$2.50              |
| 10-14 Years     | \$3.00              |
| 15-19 Years     | \$4.00              |
| 20+ Years       | \$5.00              |

Defensive Driving: \$.50 (fifty cents) per hour

**ARTICLE 7**  
**WORK YEAR AND WORK WEEK**

A. Work Year

1. The minimum work year for drivers shall be 180 (one hundred eighty) days.
2. New drivers may be required to attend orientation sessions.
3. "Out of district" may be assigned to work on days when other districts are in session but South Brunswick is not in session.

B. Work Week

The regular workweek shall be Monday through Friday with the exception of school recesses and school holidays.

C. Work Day

1. Effective with the mutual ratification of the 2021-2022 Agreement, all drivers will receive a 6½ (five and one-half) hour per day guarantee, if desired. The 6½ (five and one-half) hours will include to-and-from runs, mid-day runs, music runs, and late runs. A driver assigned to extra runs in order to reach the 6½-hour (five and one-half-hour) guarantee may waive any of the extra runs, thereby waiving the 6½ (five and one-half) hour per day guarantee for that year. If a run is refused, the waiver of the 6½-hour (five and one-half-hour) guarantee shall be limited to the day of the week during which the refused run was scheduled.
2. The workday of all drivers shall include 15 (fifteen) minutes for bus pre-check and 15 (fifteen) minutes for cleanup.
3. All time worked shall be rounded to the next higher quarter hour.
4. In the calculation of time worked, drivers shall be paid for any layover time of one-half (½) hour or less.
5. The Association shall compose a list of driver preferences regarding the assignment of late runs and submit the list to the Transportation Supervisor by June 30th of each year. If administratively possible, rotation drivers shall not be assigned late runs on Friday.
6. Beginning on July 1, 2000, the minimum workday for any regular summer assignment shall be four (4) hours. This minimum hour guarantee may be waived by the driver.



7. Drivers shall have the opportunity to switch runs with other drivers with Supervisor approval.

D. Other Work

Except in emergencies, all athletic runs and trips will be assigned in turn to each driver who has requested to be on the Nights/Weekend and/or Sunday/Holiday rotation list. Drivers may refuse either/or the Nights/Weekend and/or Sunday Holiday list due to their unavailability on evenings or weekends. No driver shall be removed from the list without just cause. As requested, Association representatives and the Transportation Supervisor shall meet to confirm that the assignment of other work is being rotated fairly. An emergency shall be defined as a trip or run request received by the Transportation Department that needs to be covered that same day or immediately.

E. Assignment

1. All trip requests received by the Transportation Department will be date stamped in order of receipt.
2. As requests are received, trips will be offered in the following order: (i) Drivers on the trip rotation list who are due a replacement trip due to cancellation; (ii) The next driver on the trip rotation list who does not have a contracted route conflict. No driver will be removed from a contracted daily route/late bus to do a trip.
3. If a driver turns in a trip, the trip will be assigned to the first driver on the trip rotation list who is due a replacement trip due to cancellation. Second, the next driver on the rotation list who does not have a contracted route conflict. The driver who turned in the trip loses their turn.
4. If a floater driver is covering a driver's run that includes a mid-day run, the floater driver will be given the mid-day run. In the event the floater driver is unable to cover the mid-day run, the run will be offered to the next available driver.
5. In the event of a driver's absence, any scheduled evening rotation trip for that day will go to the first driver on the trip rotation list who is due a replacement trip due to cancellation. Next, the next driver on the rotation list who does not have a contracted route conflict..
6. Every effort will be made to utilize the same driver on runs that continue into the summer. The district reserves the right to make changes.

7. In the event a driver who is assigned a weekend trip (from either the Nights/Weekend and/or Sunday/Holiday rotation list) calls out sick on a Friday before the trip, the driver must contact the office by 12:00 noon Friday to confirm that they will be available for the weekend assignment. In the event the driver does not contact the office by 12:00 noon on Friday they will be removed from the weekend trip and it will go to the next driver on the rotation list due a trip using the method as in #2 above. If the driver does not call and is removed from a weekend trip, no replacement trip will be assigned, nor will the driver receive any compensation for the weekend trip. If the driver does call prior to 12:00 noon and cannot work, the trip will be considered a turn down and will not be replaced and the driver will not receive compensation.
8. Trip switching between drivers: Trip switching is allowed but the following procedure must be adhered to:
  - a. The driver assigned to a trip only can switch with another driver on the same trip list (Nights/Weekend and/or Sunday/Holiday). The driver cannot switch between trip lists.
  - b. The driver being switched with must have a trip that can be switched (i.e. no "IOUs" on a future trip will be allowed).
  - c. Trip switch paperwork, as created by the Transportation Department, is required to be submitted and approved by the Transportation Department prior to switching the trip being permitted.
  - d. Emergency trip switched on Weekend/Holidays will be allowed with verbal permission for the Transportation Supervisor or designee before the trip occurs. The paperwork must be submitted by the driver at the first day back in the office.

In the event of a school closure due to a health emergency and/or remote school environment with no daily transportation required (and if/when drivers are being paid their regular pay/hours Monday – Friday), all work assignments (trips, lunch service, etc) will be rotated by seniority (starting with the person lowest in seniority working towards the person with the most seniority) and all other rotation lists will not be used during that period of time. Once school resumes its normal schedule trip rotation lists will go back in to effect immediately.

9. Non-unit employees shall not be assigned any extra (non-contracted) unit-work or trip until all unit employees first have been offered the unit-work or trip. Once all unit employees are offered the unit-work or trip and it is not accepted, the unit-work or trip may be offered to non-unit employees.

Should a driver perform non-unit work in the District, the driver shall be compensated at the rate as predetermined by the District for the work performed.

F. Trip Cancellation

1. If a trip is cancelled, that driver will receive a replacement trip as set forth in Article 7(E)(2).
2. A driver shall be given 48-hours' (forty-eight-hours') notice of a trip before it can be considered a refusal if the driver is unable to accept the trip.
3. If a trip is accepted within 48 (forty-eight) hours, it will not be counted against the driver as a rotation trip.
4. A driver must give the supervisor or designee 48-hours' (forty-eight-hours') notice when turning in a trip. If less than 48-hours' (forty-eight-hours') notice is given, the driver will lose that turn and the next rotation trip turn.

G. Cancellations and Postponements

1. If a field trip has been scheduled on other than a regular workday and the driver has been notified of the cancellation prior to midnight of that day, there shall be no compensation. If the driver is notified of the trip cancellation at midnight or later but before his/her arrival at the Central Office, he/she shall receive one (1) hour of pay. If the driver is notified after arrival at the school from which the field trip commences, he/she shall receive three (3) hours' pay.
2. If a field trip is postponed halfway through because of inclement weather and rescheduled, the driver who was on the trip will have first chance of taking that rescheduled trip.
3. Whenever a regularly assigned run is shortened or cancelled on a daily basis, drivers will be paid for their regularly scheduled time provided that they remain at work and are available for work as needed.

H. Resignation or Retirement

Employees must provide 30-days' (thirty-days') notice in the event of a resignation or retirement.

**ARTICLE 8**  
**LONG-TERM LEAVES OF ABSENCE**

A. Child-Rearing Leave

1. In the case of the birth of a child, any driver who has been employed for three (3) continuous years 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 driver to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to drivers who have been employed for three (3) continuous years for the balance of the work year (concluding June 30th) in which the child is born and for one (1) additional work year. The eligible driver shall state whether he or she desires a leave solely for the balance of the work year in which the child is born or for an additional work year. In calculating the period immediately before and after childbirth, each weekday (except July 4th and Labor Day) which occurs between the day when the employee work year ends and the day when the new employee 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.
4. Any driver adopting a child shall be granted a child-rearing leave in conformity with the provisions of A.3. which shall commence upon the date such driver obtains custody of the child. Since such a date of custody cannot be predicted in all cases, notices 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.
5. Nothing herein shall prevent the driver and the Board from agreeing that a driver may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated. Denial of a request for earlier return shall not be arbitrable under Article 5.
6. Upon return from a child-rearing leave, all benefits to which the driver was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend to reinstitution of the percentage level under dental insurance. A driver returning from this leave shall receive dental insurance based upon the rules of the carrier.
7. The Board of Education shall pay the cost of medical insurance under the



terms of Article 10.A. for each driver on leave under the above provisions for three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

8. Other Leaves: Upon request, the Board may grant to a driver an extended leave of absence for personal reasons.

## **ARTICLE 9**

### **SHORT-TERM LEAVES OF ABSENCE**

#### **A. Sick Leave of Absence**

Each driver shall receive ten (10) accumulative sick days per year. Unit members who retire from the district shall be compensated for accumulated sick leave by the following formula: 100 percent (one hundred percent) of accumulated sick leave days times \$50 (fifty dollars) per day effective July 1, 2015. Retirement is defined as establishing eligibility to receive retirement benefits under P.E.R.S. If a driver with ten (10) or more years of service dies, his/her unused sick day pay will be paid to his/her estate.

##### **1. Summer Use of Sick Leave**

Available sick leave may be used by drivers who work for the district in the summer. Drivers will continue to be responsible to contact a Floater Driver for that day. A list of approved Floater Drivers and phone numbers will be supplied to all drivers.

##### **2. Family Illness**

In the case of illness to husband, wife, registered domestic partner, child, or parent, up to two (2) days of prior year's accumulated sick leave may be used for the purpose of caring for a sick family member.

#### **B. Personal Days**

1. Drivers shall be entitled to three (3) personal days per year, which shall be prorated based on the date of hire. Drivers hired before December 1st shall be granted three (3) personal days. Drivers employed on or after December 1st of any year shall be granted two (2) personal day. Drivers hired on or after March 1st of any years shall be granted one (1) personal day.
2. Unused personal days shall be converted to accumulated sick leave annually.
3. A driver requesting personal leave shall inform the supervisor at least 48 (forty-eight) hours before the day in question.

4. There shall be three (3) driver limit per workday on personal leave under the provisions of this article.

C. Jury Duty

Drivers called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

D. Bereavement Leave

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, grandchildren, brother or sister of the driver, parents, grandparents of driver or spouse, other family members for whom the driver is legally responsible, 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 brother-in-law, sister-in-law, aunt, or uncle.

E. Legal Days

A driver shall be entitled to time necessary for appearances in any legal proceedings connected with the driver's employment or with the school system, except in those cases where the driver is a defendant and the school board is a plaintiff and cases where the driver is a plaintiff and the school board is a defendant.

F. Other Leave

Other leaves of absence may be granted upon the recommendation of the Superintendent.

G. Perfect Attendance

Drivers shall be paid a perfect attendance stipend of five hundred dollars (\$500) for time worked from September 1 through June 30th of a given school year. Perfect attendance shall exclude the provisions provided by Article 9, Sections C (Jury Duty) and E (Legal Days) contained herein.

## **ARTICLE 10** **HEALTH INSURANCE**

During the term of this Agreement, all employees and their eligible dependents will receive the following benefits:

1. Medical Coverage: Employees may choose any of the available plans;

however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan, effective September 1, 2015. Any employee who is enrolled in a plan other than the Direct Access 20/30 plan shall pay the difference between that option and the Direct Access 20/30 plan premium.

Effective September 1, 2015, the Direct Access 10 plan will no longer be offered.

2. The Board shall pay the full cost of the dental plan both single/family for all employees. No cost shall be borne by the employee as long as P.L. Chapter 78 applies. The employee shall have a \$25 (twenty-five dollars) deductible.

The plan maximum shall be \$1,250 (one thousand two hundred fifty dollars) for the Premier plan and \$1,500 (one thousand five hundred dollars) for the PPO plan.

Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.

3. Prescription Plan: The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi-Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.
4. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district; or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district.

This payment shall be paid in one payment on July 15<sup>th</sup>.

Effective January 26, 1998, any new bus driver hired by the district must work 27 (twenty-seven) hours per week in order to be eligible for dental insurance. The calculation of hours per week shall include all regular work including late runs. Once a driver reaches the 27-hour (twenty-seven-hour) threshold, she/he shall remain eligible for benefits for the duration of his/her employment. However, no benefits will be provided in the event an employee's hours fall below 20 (twenty) hours per week.

Effective January 26, 1998, any new bus driver hired by the district must work 27 (twenty-seven) hours per week in order to be eligible for prescription insurance. The calculation of hours per week shall include all regular work including late runs. Once a driver reaches the 27-hour (twenty-seven-hour) threshold, she/he shall remain eligible for benefits for the duration of his/her employment. However, no benefits will be provided in the event an employee's hours fall below 20 (twenty) hours per week.

5. Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District, shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.

Employees enrolled in the Direct Access 20/30 Plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 Plan, and who maintain the same level of benefits (i.e. single, family, etc.), shall contribute towards health insurance a percentage of their salary, which shall be as calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{Current Salary}} = \text{Contribution percentage}$$

Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute towards health insurance the below percentages of their salary:

|                       |      |
|-----------------------|------|
| <b>Single:</b>        | 5.5% |
| <b>Parent/Child:</b>  | 7.0% |
| <b>Spouse/Spouse:</b> | 8.0% |
| <b>Family:</b>        | 9.5% |

D. Eligibility

Drivers shall be eligible for coverage pursuant to the rules of the carrier.

E. Extended Disability

1. Total Disability

"Total disability" shall mean one which,

- a. results from bodily injuries or disease, and
- b. wholly prevents the driver 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.

- c. the driver 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 all full-time drivers 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. Benefits shall not be payable to an employee who has not completed four (4) continuous years of service to the Board.
- b. Benefits shall not be available to any driver 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 driver who submits his/her resignation in writing prior to start of his total disability.
- d. Benefits to a driver whose services are to be terminated by a 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 driver is totally disabled at that time.
- e. A recurrence of the same disability within 180 (one hundred eighty) days of the discontinuance of original disability shall be considered a continuation of the original disability.

## 3. Benefits

- a. A driver becomes eligible for payment under this Section 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 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 driver is required

to perform service, as provided in the annual contract.

- (2) Ten-month (10-month) drivers (from September to June) shall not be eligible for benefit payment under this program during the months of July and August.
  - (3) Payments shall be made at the rate of 50 percent (fifty percent) of prior year's gross driver salary subject to the limitations of subsection e. (below), at the time disability began except that there shall be two thousand five hundred dollars (\$2,500) monthly limit on payments under this section.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a driver by four (4). Benefits also shall be payable for portion of a month. In no case shall the number of months benefits are received exceed 12 (twelve) months.
  - d. In no case shall benefits be payable concurrently with payments received by a driver for retirement under the Social Security program or any state employees' pension plan.
  - e. Benefits under this program shall be reduced by the amount of any Workers' Compensation payments and by disability payment under Social Security. The driver shall be required to apply for such payments, if potentially eligible.

## **ARTICLE 11**

### **MISCELLANEOUS**

#### **A. Summer Work**

Any ten-month (10-month) driver called to work during summer months shall be paid an hourly rate equivalent to the rate on the salary schedule effective July 1st of that year. Bereavement leave under the terms of Article 9, D. is available to drivers during summer work.

#### **B. Unscheduled Runs**

A minimum of one-half ( $\frac{1}{2}$ ) hour pay for each one-half ( $\frac{1}{2}$ ) portion thereof, shall be paid for unscheduled runs, i.e. special children who are not picked up on another run, an inspection, trips to a garage, etc. For the purposes of this language, connected unscheduled runs on the same day are a single run. Whenever possible, drivers will be asked to cover unscheduled runs first, before assigning maintenance/grounds personnel.

C. Notification of Assignments on Holidays and Weekends

The Board of Education will provide written information concerning assignments on holidays and weekends in the driver's mailbox at least one (1) week before the work, when possible.

D. Starting of Buses

An effort will be made to have buses started 15 (fifteen) minutes before the starting time of a run and kept running when nighttime temperature falls below 25 (twenty-five) degrees Fahrenheit.

E. Changing of Stops

The Administration shall notify parents at the beginning of the year that under normal conditions, drivers shall not be authorized to change established stops.

F. In Service

Drivers who are requested to attend an in-service or participate in any other type of training at a time beyond the normal workweek and beyond the minimum 180 (one hundred eighty) days listed in the Agreement shall be compensated at their regular hourly rate unless they are eligible for overtime under the provisions of Article 6, G.

Attendance at six (6) safety meetings each year is required. The agenda for two (2) safety meetings per year will be established by the Association with input from the Transportation Supervisor. Requests for missing safety meetings must be in written form and submitted to the Supervisor of Transportation at least 48 (forty-eight) hours in advance of the meeting.

G. Trip Sheets

Trip sheets shall include all authorized stops, except in case of emergency. Any additional stops must be approved via radio by Transportation Supervisor or designee.

H. Out-of-State Trips

New York City trips, with all five (5) boroughs constituting New York City, shall have one (1) additional driver assigned per trip, no matter how many busses.

I. Severability

If any provisions of this Agreement or any applications of this Agreement to any driver or group of drivers 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.

J. Postings

All new positions or vacancies shall be posted with the number of hours and assignment. Interested applicants from within shall be guaranteed an interview. First consideration shall be given to internal candidates. The decision of the Board in the filling of the position shall be final.

- K. Drivers will be reimbursed for fingerprinting and CDL license related to renewing their requirements for continued employment. Required medical exams will occur through the employee's health insurance. Any driver who is informed by their regular physician that his or her CDL physical will not be covered in a given year, should contact the district's benefits administrator. If an employee does not have medical coverage, the employee must utilize the district's physician or bear the cost of the physical.

**ARTICLE 12**  
**PROTECTION OF DRIVERS**

A. Workers' Compensation

The Board of Education shall carry insurance policies to provide Workers' Compensation for any driver who is injured while in performance of his/her duties.

B. Save Harmless

In the event of litigation, civil or criminal, the Board will extend to its drivers all of the protections afforded by the statutes of the State of New Jersey in effect for such drivers.

C. Just Cause

No driver shall be disciplined or discharged without just cause.

D. Seniority

In the event of reduction in force, the last driver hired shall be the first driver reduced and the first driver hired shall be the last driver reduced. Seniority shall be defined by length of continuous district service as a bus driver beginning on the first day of employment with the district. If a driver assumes another position and then returns to the position of driver, accrual of seniority must begin again.

E. Letter of Reprimand



Any letter of reprimand placed in a driver's personnel file shall be removed from the file no sooner than five (5) years following the date in which it was placed in the file. Removal of the letter of reprimand will occur only if no other letter of reprimand has been placed in the file during the five-year (5-year) period. Removal will occur upon petition of the driver.

F. Rain Gear

Effective July 1, 1995, the Board will provide rain gear to any driver required to gas vehicles.

**ARTICLE 13**  
**WORKPLACE DEMOCRACY ENHANCEMENT ACT**

The Board and the Association agree to follow the terms of the Workplace Democracy Enhancement Act (WDEA).

**ARTICLE 14**  
**DURATION**

- A. This Agreement shall take effect **July 1, 2022**, and shall continue in full force and effect through **June 30, 2025**. 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 have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, all on the day and year written below:

**SOUTH BRUNSWICK BOARD OF EDUCATION**

Smitha Raj Vice - President  
[Signature] Secretary  
6/13/23 Date

**SOUTH BRUNSWICK SCHOOL BUS DRIVERS' ASSOCIATION**

[Signature] President  
Felicia R. Canale Secretary  
June 14, 2023 Date

**AGREEMENT**  
**between the**  
**SOUTH BRUNSWICK BOARD OF EDUCATION**  
**and the**  
**SOUTH BRUNSWICK SCHOOL MAINTENANCE ASSOCIATION**  
**July 1, 2022 through June 30, 2027**

## **Table of Contents**

If viewing this contract electronically, click on an article to be taken directly to the corresponding page.

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| <b>PREAMBLE .....</b>                                                | <b>2</b>  |
| <b>ARTICLE 1 RECOGNITION.....</b>                                    | <b>2</b>  |
| <b>ARTICLE 2 PRINCIPLES .....</b>                                    | <b>2</b>  |
| <b>ARTICLE 3 ASSOCIATION RIGHTS .....</b>                            | <b>3</b>  |
| <b>ARTICLE 4 NEGOTIATION PROCEDURE.....</b>                          | <b>4</b>  |
| <b>ARTICLE 5 GRIEVANCE.....</b>                                      | <b>5</b>  |
| <b>ARTICLE 6 JOB SECURITY AND SENIORITY .....</b>                    | <b>9</b>  |
| <b>ARTICLE 7 PAYMENT OF SALARIES AND HOURS OF WORK.....</b>          | <b>11</b> |
| <b>ARTICLE 8 HEALTH BENEFITS .....</b>                               | <b>13</b> |
| <b>ARTICLE 9 LEAVES OF ABSENCE .....</b>                             | <b>14</b> |
| <b>ARTICLE 10 PAID VACATIONS .....</b>                               | <b>20</b> |
| <b>ARTICLE 11 HOLIDAYS .....</b>                                     | <b>21</b> |
| <b>ARTICLE 12 SALARIES AND STIPENDS.....</b>                         | <b>22</b> |
| <b>ARTICLE 13 JOINT COMMITTEE.....</b>                               | <b>24</b> |
| <b>ARTICLE 14 MANAGEMENT RIGHTS.....</b>                             | <b>24</b> |
| <b>ARTICLE 15 WORK CONTINUITY CLAUSE.....</b>                        | <b>25</b> |
| <b>ARTICLE 16 MISCELLANEOUS PROVISIONS.....</b>                      | <b>25</b> |
| <b>ARTICLE 17 EFFECT AND DURATION .....</b>                          | <b>26</b> |
| <b>APPENDIX A: CLEANER – TERMS AND CONDITIONS OF EMPLOYMENT.....</b> | <b>27</b> |

## **PREAMBLE**

This document constitutes an agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth, and the School Maintenance Association of South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1<sup>st</sup> day of July, 2022.

## **ARTICLE 1 RECOGNITION**

- A. The Board recognizes that all employees of the South Brunswick Schools have the right to contribute to, affiliate with, or create employee associations and also the right to abstain from such activity for the purpose of participating with the Board in negotiations in accordance with Chapters 303, Public Laws of 1968 and 123 Public Laws of 1974 and within the framework described by the above-cited statutes.
- B. The School Maintenance Association of South Brunswick has proven to the Board that they have obtained majority status. The Board, therefore, recognizes the Association to be the only representative for negotiating terms and conditions of employment for all school custodians, buildings and grounds maintenance personnel, cleaners, and school courier personnel under direct contract to the Board. Part-time employees, in all listed categories, shall be included in this Agreement.
- C. The term "Custodian," unless otherwise stated, shall henceforth mean all employees in the negotiating unit defined in paragraph B above and shall not be confused with sub-classification "School Custodian" which will be used when making reference to those charged with care and maintenance of a specific school plant.

## **ARTICLE 2 PRINCIPLES**

- A. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classification set forth in Article 1.
- B. The Board and the Association recognize the importance of orderly, just, and expeditious resolution of disputes which may arise as to the proper interpretation or implementation of this Agreement and accordingly herein agree upon a grievance procedure for the processing of such disputes.
- C. The Board and the Association, parties of the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.



- D. Each party will provide the other, upon written request, with a written notification of those personnel who have been authorized to act on their behalf in contract negotiations.
- E. The provisions of this Agreement constitute a binding obligation on the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy rule or regulation of the Board, which is in direct conflict with the provisions of this Agreement, shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing terms and conditions of employment will operate retroactively unless expressly so stated.

### **ARTICLE 3 ASSOCIATION RIGHTS**

- A. The Board agrees to furnish the Association, in response to reasonable requests from time to time, available information in the public domain.
- B. Grievance conferences, proceedings, and negotiations including any impasse activities shall be normally scheduled at times other than working hours. However, when the Board or its representatives requires or agrees to the attendance of any member of the unit to participate in any such activity during working hours, he shall suffer no loss in pay for such time spent.

Up to three (3) members of the Association bargaining team will be released from duty for any negotiations session that is mutually agreed upon by the parties.

- C. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings, upon prior notice and approval by the building principal.
- D. The Association may be permitted the use of school facilities and office equipment, upon prior notice and approval by the building principal, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association shall have in each building work location adequate bulletin board space for the posting of Association notices. All such notices shall bear the signature of an Association official, and only an authorized representative of the Association shall be employed to post these materials on the board. Copies of all such notices and materials shall be given to the Superintendent or his designee prior to posting. Bulletin boards shall not be used for the posting of derogatory or controversial material.

- F. The Association shall be permitted the reasonable use of email, the interschool mail facilities, and school mailboxes for Association business only.
- G. In the event there is no Association representative in any work location, the authorized representative from another work location may be designated the authorized representative of the Association by a letter of authorization by the President of the Association, to carry out all duties and responsibilities as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he works during his working hours, nor interfere with work being performed by other employees.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization.
- I. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review.
- J. No material derogatory to an employee's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee 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 employee 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.
- K. The Board and the Association agree to follow the terms of the Workplace Democracy Enhancement Act (WDEA).

#### **ARTICLE 4 NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the date set by the Public Relations Commission. Any agreement so negotiated shall apply to all Association members. 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. Representatives

Neither the Board nor the Association shall control or attempt to control the procedure governing the selection of the other group's representatives. Each

group shall be empowered to propose, counter propose, and either accept or reject proposals being considered.

C. Meetings

Meetings shall be regularly scheduled until negotiations are considered completed by the representatives of the Board and the Association. Should either group feel the need to meet with the other group at times not regularly scheduled, the group initiating the request will submit the other group a written statement detailing the reasons for the meeting. This special meeting will take place ten (10) calendar days after receipt of the written request.

D. Consultants

The Board and the Association each reserve the right to bring consultants to the collective negotiation sessions. Should both groups agree to engage in joint contract to bring consultants or clerical assistants to the negotiating sessions, costs between the Board and the Association will be shared equally. The time and degree of participation of these consultants and clerks shall be determined by mutual agreement between the Board and the Association.

E. Sharing of Information

The Association shall have access to public information relating to the school district's financial resources upon request.

F. Impasse in Negotiations

In the event either party feels that an impasse has been reached in negotiations, they may utilize the procedures available under Chapter 123 to avail themselves of mediation, fact-finding, and super conciliation. In the event participating Association representatives are required to attend mediation or fact-finding during regular working hours, they shall do so with no loss of pay. The Association agrees that a maximum of three (3) representatives would be required for each session.

## **ARTICLE 5 GRIEVANCE**

A. Definition

A grievance is a claim by an employee or his representatives that involves the appeal of an interpretation, application or violation of policies, agreements or administrative decisions affecting him. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

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 employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing, to appear with him in the grievance procedure. Any grievant may represent himself/herself through Level Three of this procedure. When the grievant is not represented by the Association, the Association shall be present and state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.

D. Grievance Notification

The Association shall be notified in advance of any grievance meeting, which involves an employee who was 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 shall permit the aggrieved employee 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 step of the procedure.
- b. During and notwithstanding the pendency of any grievance, employees 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.



2. Level One

- a. An employee with a grievance shall first discuss it with his immediate supervisor within thirty (30) calendar days of its occurrence. The employee shall state at the outset that he is initiating Level One of the grievance procedure. The individual designated to discuss the grievance on the informal level shall be the Head Custodian, Building Maintenance Foreman, Garage Maintenance Foreman, Grounds or Maintenance Foreman.
- b. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his grievance in writing to his immediate supervisor specifying:
  - (1) the nature of the grievance
  - (2) the nature and extent of injury, loss, or inconvenience
  - (3) the results of previous discussions
  - (4) his dissatisfaction with the decision previously rendered, and
  - (5) the remedy sought.

For the purposes of this section, the immediate supervisor for custodians and cleaners is the building principal; the immediate supervisor for grounds/maintenance personnel is the Director of Buildings and Grounds; and, the immediate supervisor for Skilled Technicians/Computer is the Manager for Informational Services. The supervisor shall communicate his decision to the employee in writing within five (5) working days of receipt of the written grievance.

3. Level Two

No later than five (5) working days after the receipt of the decision, the employee may appeal the supervisor's decision to the Superintendent. The appeal to the Superintendent must be in writing and must state the grievance submitted to the supervisor as specified above and the employee's dissatisfaction with the supervisor's decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and the supervisor.

4. Level Three

If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. This request must be submitted not later than five (5) working days after receipt of the Superintendent's decision. The request shall be submitted in writing

through the Superintendent who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance and, at the option of the Board, hold a hearing with the employee, and shall render a decision in writing within thirty (30) 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 employee and the employee wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, except in the case of grievances 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 to law is either:

(a) beyond the scope of Board authority or

(b) limited to action by the Board alone.

b. The following will be used to secure the services of an arbitrator:

(1) A joint request will be made to P.E.R.C. 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) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the submitted list, P.E.R.C. may be requested by either party to designate an arbitrator.

c. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He 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 representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

- d. The parties involved in the arbitration shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

#### **ARTICLE 6 JOB SECURITY AND SENIORITY**

- A. The Board shall act with respect to promotions, transfers, and assignments and layoffs as follows:

The Board will give primary consideration to the best interest of the school district including as its primary consideration qualifications to perform the work and then seniority.

- B. Seniority shall be defined as length of continuous, unbroken service of an employee within a specific classification within the school district. Seniority shall be defined on two (2) levels as follows:

- 1. District-wide seniority shall begin the first (1st) day of employment in the district and shall end with the termination of employment;
- 2. Job classification seniority shall begin on the first (1st) day of employment in that job classification and shall cease to accumulate on the last day of service in that job classification.

- C. All notices shall be posted in each school by the Superintendent or his designee for a specific vacancy and shall include position, job location, and hours of work. The notice shall be posted for at least five (5) working days, and employees interested must submit a written application to the Superintendent or his designee within the aforementioned posting period to be considered for the vacancy. The notice shall state the title of the job and its location. Employees who have acquired experience, skill and ability, physical or otherwise, to do the work required in the job, without training, shall be given consideration before an applicant outside the school system.

All such applicants shall be considered and will be given a reply to their application. The Superintendent shall determine the qualifications and abilities of the employees who apply, and in the event two (2) applicants are of equal experience, skill, and ability, the applicant with the greater seniority shall be awarded the job.

The decision of the Superintendent in determining promotions, transfers, and assignments for the filling of vacancies and new positions shall be final.

- D. A custodian shall acquire tenure status on July 1, 1971 and each July 1st thereafter under the following conditions:



1. He had devoted his full time to the duties of his position and has served therein for three (3) consecutive calendar years from the date of employment.
2. He shall have been recommended for tenure by the Superintendent of Schools on the basis of satisfactory performance.

A custodian shall hold his position under tenure during good behavior and efficiency in the performance of his duties. The Board shall retain the right to withhold the granting of tenure to any custodian who does not meet both conditions listed above in Sections 1 and 2. Where doubt exists about the custodian's ability to properly perform in his position, the Board may request the custodian's resignation, or may continue his employment on a probationary basis for one (1) full school year under a contract.

Custodians hired after January 26, 1998, will not be eligible for tenure. All employees are eligible for protection as per law, such as those protections found under P.L. 2020, c. 66. Should P.L. 2020, 66 be revoked or otherwise amended to remove the right for employees to submit to binding arbitration any dispute regarding whether there is just cause for a disciplinary action, the contractual language will revert back to the following: "At the beginning of the fourth (4th) year of employment, said custodians can only be terminated for just cause with the determination on just cause to be made by a neutral third party with the decision binding on both the Board and the Association."

E. In the event a reduction in force is required, such a reduction will take place in accordance with the following provisions:

1. The least senior employee in the classification affected shall be laid off. In this event, if the employee being laid off had previously worked in the same or lower classification, he may displace a less senior employee in such classification and that employee shall be laid off, subject to the senior employee's ability to perform the work.
2. In the event that within eighteen (18) months from the date of his layoff a vacancy occurs in a classification which he previously held, a laid-off employee shall be entitled to recall thereto in the order of his seniority if he had notified the Superintendent or his designee, in writing, within sixty (60) to ninety (90) days from his date of layoff that he desired to be placed on the recall list.

Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within three (3) days receipt of such notice of recall, the employee shall notify the Superintendent or his designee, in writing, whether or not he desires to return to work. If he fails to comply with this provision, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work



involved in the recall notice, then he shall report for such work within two (2) days from the date he receives the recall notice or within such period of time as set forth in written extension of time period signed by the Superintendent or his designee. In the event he shall fail to report to work, he shall forfeit all of his seniority and all rights to recall.

- F. An employee who has accepted an assignment in a classification lower than the classification he held prior to a reduction in force shall be entitled to be assigned in the order of seniority to the first vacancy, which becomes available in his/her former classification.
- G. Four (4) weeks' notice of layoff shall be given to any employee.
- H. In the event a unit member is terminated due to the decision of the Board of Education to subcontract custodial or maintenance services, the terminated employee shall be paid by the Board within sixty (60) days after cessation of his/her employment, a severance payment of \$500 (five hundred dollars) for every year of employment with the Board of Education. Severance payments shall be subject to the following conditions:
  - 1. Severance payments shall be paid for no more than 25 (twenty-five) years of service.
  - 2. Severance payments shall be made at one half ( $\frac{1}{2}$ ) of regular rate to any terminated employee who accepts employment with any Board subcontractor who furnishes services to the district.
  - 3. It is understood that termination due to subcontracting includes termination due to an interlocal services agreement with South Brunswick Township.

#### **ARTICLE 7 PAYMENT OF SALARIES AND HOURS OF WORK**

- A. The day shift shall consist of 8½ (eight and one-half) hours including one-half ( $\frac{1}{2}$ ) hour for lunch. The night shift shall consist of eight (8) hours including one-half ( $\frac{1}{2}$ ) hour for dinner. Night shift is defined as the work shift commencing anytime after twelve (12) noon. The basic workweek is 40 (forty) hours for day shift personnel and 37½ (thirty-seven and one-half) hours for night shift personnel.
- B. Overtime performed on weekdays and Saturdays shall be paid at the rate of 1½ (one and one half) times the custodian's hourly rate, except as noted below:

The hourly rate shall be determined by dividing the annual salary rate by 2,080 (two thousand eighty) hours for day shift custodians and 1,950 (one thousand nine hundred fifty) hours for night shift custodians. Double time shall be paid for work performed on Sundays and holidays when the Board of Education requires work on those days.

Time and a half shall be paid for Saturday boiler checks in a building, but not to exceed 1½ (one and one-half) hours. If the custodian is specifically requested by management to take compensatory time in lieu of overtime within the same week and he agrees, the custodian shall receive 1½ (one and one-half) hours off for each overtime hour performed.

- C. In the event assignment of overtime is made to custodial unit members, it shall be based upon a rotation list developed by the administration of each school. Each list shall comprise only custodians normally assigned to that school. Individuals offered overtime shall sign the list indicating either acceptance or refusal. Reasonable effort shall be made to obtain signature prior to assignment. In the event of an emergency the assignment provision is waived.
- D. Overtime shall be paid in the paycheck which follows the pay period in which the work is performed. Work performed between the first (1st) and fifteenth (15th) of the month to be paid on the thirtieth (30th). Work performed between the sixteenth (16th) and the thirty-first (31st) to be paid on the fifteenth (15th). All overtime checks shall list the number of hours worked and the rate of compensation.
- E. All custodians, be they newly hired or not, are required to obtain, within one (1) year, a black seal fireman's license. The Board shall pay all costs and expenses to secure said license. The Board also agrees to pay all yearly renewals for said license while the employee is employed by the Board.
- F. Paychecks will be issued on the fifteenth (15th) and the thirtieth (30th) of each month. If such payday falls on a weekend, a school holiday, or vacation period, the checks shall be issued on the last previous workday. All checks will be issued to employees without delay. All unit members shall be paid through a direct deposit system under rules established by the Administration.
- G. The Board reserves the right to place new Trade Technicians and Computer Technicians anywhere on the salary guide. Other new members of the bargaining may be placed on the salary guide up to and including the fifth (5th) step.
- H. There shall be two (2) work weeks in the district (Monday through Friday) and (Tuesday through Saturday). The Tuesday through Saturday work week shall be limited to three (3) staff members.
- I. Accumulated compensatory time may not exceed eighty (80) hours at any one time. Unused accumulated compensatory time must be used by June 30th or payment for all accumulated hours at the custodian's hourly rate of pay will be issued on July 15th. An employee may request compensatory time instead of payment. Final decision on that request rests with the Administration.

## ARTICLE 8 HEALTH BENEFITS

### A.

1. Employees enrolled in the New Jersey Educators Health Plan, Garden State Health Plan or the equivalent plans offered by the District shall contribute towards health insurance in accordance with P.L. 2020, Chapter 44, or other applicable law.
2. Employees enrolled in the Direct Access 20/30 plan as of March 1, 2021, who remain enrolled in the Direct Access 20/30 plan, and who maintain the same level of benefits (i.e. single, family, etc.) shall contribute towards health insurance a percentage of their salary, which shall be calculated as follows:

$$\frac{\text{2020-21 Contribution Dollar Amount}}{\text{2020-21}} = \text{Contribution Percentage Salary}$$

3. Employees either: (1) not enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently become enrolled in the Direct Access 20/30 Plan, or (2) enrolled in the Direct Access 20/30 Plan as of March 1, 2021 and who subsequently change their level of benefits, shall contribute towards health insurance the below percentages of their salary:

|                |      |
|----------------|------|
| Single:        | 5.5% |
| Parent/Child:  | 7.0% |
| Spouse/Spouse: | 8.0% |
| Family:        | 9.5% |

### B. During the term of this Agreement, all employees and their eligible dependents will receive the following benefits:

1. Employees may choose any of the available plans; however, Board contribution toward premium will not exceed the appropriate premium level for the Direct Access 20/30 plan. Any employee who is enrolled in a plan other than the Direct Access 20/30 plan shall pay the difference between that option and the Direct Access 20/30 plan premium by way of equal payroll deductions
2. The Board shall pay the full cost of the dental plan both single/family for all employees. No cost shall be borne by the employee as long as Chapter 78 applies. The employee shall have a \$25 (twenty-five dollars) deductible.

The plan maximum shall be \$1,250 (one thousand two hundred fifty dollars) for the Premier plan and \$1,500 (one thousand five hundred dollars) for the PPO plan.

Orthodontic coverage of \$2,000 (two thousand dollars) per lifetime will be provided for eligible dependents.

3. The Prescription Plan shall consist of the following copays: Generic \$10 (ten dollars), Single-Source Brand \$20 (twenty dollars), Multi-Source Brand \$30 (thirty dollars), and mail-order copays remain the same for a 90-day (ninety-day) supply.
4. Any employee who elects to waive medical, prescription, and dental benefits will receive, in lieu of the benefits, the following cash payments: \$3,500 (three thousand five hundred dollars) if the spouse/partner works outside of the district; or \$1,500 (one thousand five hundred dollars) if the spouse/partner works within the district. This payment shall be paid in one payment on July 15th.

## **ARTICLE 9 LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Employees shall earn twelve (12) days of sick leave for twelve (12) months of service. Each day of absence covered by sick leave shall constitute service performed.
2. Bargaining unit members newly employed on or after August 1st of any 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 work year.
3. Sick leave not taken during the year shall be credited and accumulated from year to year without limit.
4. Employees who have completed fifteen (15) years of service in South Brunswick will, upon retirement from the district, receive payment for all accumulated sick days at the rate of \$40 (forty dollars) per day.

### **B. Extended Disability**

1. Total Disability
  - a. results from bodily injuries or disease, and
  - b. wholly prevents the employee 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.
  - c. the employee 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. The Board shall pay the cost of its examining physician(s).

2. Eligibility

- a. Extended total disability benefits shall be payable to all full-time employees who are on an annual contractual arrangement with the South Brunswick School System, and who have completed four (4) continuous years of service to the Board.
- b. Benefits shall not be available to any employee 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. Benefits shall not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.
- c. Benefits to an employee whose services are to be terminated by a certain 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 that the employee is totally disabled at that time.
- d. A recurrence of the same disability within 180 (one hundred and eighty) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a. An employee becomes eligible for payment under this section only after using 100 percent (one hundred percent) of available accumulated sick leave days or waiting thirty (30) 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 employee is required to perform service, as provided in the annual contract.
  - (2) Ten-month (ten-month) employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
  - (3) Effective July 1, 2023, payments shall be made at the rate of

50 percent(fifty percent) of the employee's salary subject to the limitations of e. below, at the time disability began except that there shall be \$2,500 (two thousand five hundred dollars) monthly limit on payments under this Section.

- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits shall also be payable for a portion of a month. The maximum number of months that benefits shall be payable is 12 (twelve).

Benefits under this program shall be reduced by the amount of any Workers' Compensation payments and by disability payments under Social Security. The employee shall be required to apply for such payments, if potentially eligible. Failure to qualify for either Workers' Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision. In no case shall benefits be payable concurrently with payments received by an employee for retirement under any State employees' pension plan.

- d. The employee shall be required to apply for permanent disability payments under P.E.R.S., if potentially eligible. Once disability eligibility begins under this Article and if an employee 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 an employee of the South Brunswick School System, unless employed for more than three (3) years in the 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 physician's certificate listing the nature and condition and the length of total disability of the employee.
- b) An application for total disability shall be submitted only after the sick 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 employee has less accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

C. Maternity Leave

1. A leave of absence without pay shall be granted for maternity reasons to any female custodian subject to the following conditions:
  - a) Any requests for maternity leave shall normally be made three (3) months prior to the effective leave date. Said request shall be submitted both to the School Principal and Superintendent.
  - b) Maternity leave can be continued until the beginning of the third (3rd) year after the school year containing the maternity leave. If the employee so elects, she may return to her job at the beginning of either of the two (2) intervening school years. By mutual agreement between the employee and the Superintendent, she may return at any time during the two (2) intervening school years.
  - c) The date when an employee shall continue her duties shall be determined on an individual basis in accordance with the physical well being of the employee.
  - d) The date of return from maternity leave shall be determined on an individual basis in accordance with the physical well being of the employee.
  - e) Medical Insurance

The Board of Education shall pay the cost of medical insurance three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

2. An employee not on tenure who becomes an expectant mother shall give written notice of the fact at least three (3) months before confinement date. The date of her resignation and termination of her services shall be determined on an individual basis. Should she wish to return to the staff at a later date, careful consideration shall be given to her application. If the date of termination should fall on or after April 1st of the third (3rd) year of

the probation period and she is recommended for tenure, the date of her possible return shall be determined by the same policy as given a return of employees on tenure.

D. Personal Leave

1. Employees shall be entitled to three (3) days or six (6) half days personal leave per year with pay. Personal leave shall not be cumulative and must be applied for at the earliest possible date. Personal leaves of absence shall be limited to either two (2) persons or 5 percent (five percent) of the members of the bargaining unit, whichever is larger, on any given workday. Personal leave may not be used to extend a vacation or holiday period. In order to use a personal day, an employee must give 48 (forty-eight) hours' written notice, except in the case of an emergency, to his/her immediate supervisor of intention to use a personal day.
2. Bargaining unit members newly employed on or after January 1st of any year shall be granted one (1) full personal day or two (2) half days to cover the balance of the work year.
3. Unused personal leave days for each year shall be converted to sick days and added to the employee's accumulated sick leave at the end of each school year.
4. No personal leave shall be permitted on full-day professional development days, unless approved by the Supervisor.
5. Personal leave shall not be used to extend a school holiday or vacation period without approval of the Superintendent. A request for personal leave made for a time occurring immediately before or following a vacation period or holiday must contain an explanation of the reason for the leave and must be submitted in writing to the Superintendent at least five (5) days prior to the date of the leave. The Superintendent, or his designee, has discretion to approve or deny the request and such approval shall not be unreasonably withheld.

E. Court Subpoena

No salary deduction shall be made for absence when subpoenaed to be a witness in court and the matter relates to the District's business.

F. Jury Duty

Those regular employees called for jury duty shall be paid at their regular rate and shall not be required to report to work.

G. 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 employee, parents, grandparents of employee or spouse, grandchild, and other family members for whom the employee is legally responsible, and any other member of the immediate household.
2. One (1) day leave of absence with pay shall be granted to attend the funeral of any other relative. In the event of a death of a close friend, if the employee has no personal days available, the employee will be permitted to take an emergency vacation day.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a brother-in-law or sister-in-law.

H. Sick Leave for Service-Connected Disability

Whenever any employee, entitled to sick leave under this Section or under *N.J.S.A. 18A:30-1 or 18A:30-2*, is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay to such employee the full salary of wages for the period of such absence for up to one (1) calendar year without such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for such absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, of the Revised Statutes. Any payment of salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount of any Workers' Compensation award made for temporary disability.

I. Applying for Leaves of Absence

All leaves of absence must be applied for in writing.

J. Permission to Leave During Working Hours

A custodian may not leave his building during his assigned working day without permission from his immediate supervisor.

K. Family Illness Days

In the case of illness to husband, wife, registered domestic partner, child, or parent, up to three (3) days of prior year's accumulated sick leave may be used for the purpose of caring for the sick family member.

## **ARTICLE 10 PAID VACATIONS**

### **A. Vacation Entitlements**

1. Employees shall be entitled to a paid vacation each year according to the following schedule:

| <u>Continuous Service<br/>Performed<br/>Prior to July 1st</u> | <u>Entitled to Paid<br/>Vacation Days</u> |
|---------------------------------------------------------------|-------------------------------------------|
| 5 months or less                                              | 0 days                                    |
| 6 months completed service                                    | 5 days                                    |
| 7 months completed service                                    | 6 days                                    |
| 9 months completed service                                    | 7 days                                    |
| 10 months completed service                                   | 8 days                                    |
| 11 months completed service                                   | 9 days                                    |
| 12 months but less 5 full years                               | 10 days                                   |
| 5 years but less 8 full years                                 | 15 days                                   |
| 8 years but less 11 full years                                | 16 days                                   |
| 11 years but less 15 full years                               | 17 days                                   |
| 15 years or more service                                      | 20 days                                   |

- B. A custodian with less than twelve (12) months of service, resigning from his/her position before July 1st, shall be entitled to a paid vacation as enumerated in Section A above.
- C. The Board will attempt to arrange vacations to suit the wishes of the employees with the understanding that, wherever possible, employees will be given a choice of vacation periods in order of their seniority within their classification.
- D. Vacation time is not permitted during the last week of the school year or during the two (2) weeks preceding the start of the school year. The last week of the school year shall be the week in which the last day for staff occurs, as defined by the academic calendar approved by the Board. The start of the school year shall be the first day for staff, as defined by academic calendar approved by the Board. Requests for time off during these periods must be submitted in writing to the Superintendent and must state the reason for the leave. The Superintendent, or his designee, has discretion to approve or deny the request.
- E. Employees with one (1) or more years of service with the District, who retire or resign, shall be eligible for payment of accumulated vacation on a prorated monthly basis for time worked.
- F. Five (5) vacation days may be carried over into the following year but must be used during that year.

## **ARTICLE 11 HOLIDAYS**

- A. 1. Employees shall be entitled to seventeen (17) paid holidays during the school year, as listed below:

|                        |        |
|------------------------|--------|
| Independence Day       | 1 day  |
| Labor Day              | 1 day  |
| Yom Kippur             | 1 day  |
| N.J.E.A. Convention    | 2 days |
| Thanksgiving Day       | 1 day  |
| following Thanksgiving | 1 day  |
| December 24            | 1 day  |
| December 25            | 1 day  |
| December 31            | 1 day  |
| New Year's Day         | 1 day  |
| Martin Luther King Day | 1 day  |
| President's Day        | 1 day  |
| Good Friday            | 1 day  |
| Easter Monday          | 1 day  |
| Memorial Day           | 1 day  |
| Juneteenth             | 1 day  |

2. If school is open on any of the above holidays, it shall not be a guaranteed holiday. However, in that case, another day agreed to by the individual employee and the supervisor shall be a holiday.
3. For employees who have a Tuesday through Saturday work week, if the holiday falls on a Monday, the employee shall receive a floating holiday.
- B. If a holiday falls on a weekend, s/he shall be entitled to an additional day off with pay.

## **ARTICLE 12 SALARIES AND STIPENDS**

| <b>CUSTODIANS, GROUNDS, GENERAL MAINTENANCE</b> |                |                |                |                |                |
|-------------------------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>STEP</b>                                     | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
| <b>1</b>                                        | 50,000         | 51,200         | 52,300         | 53,300         | 54,250         |
| <b>2</b>                                        | 50,100         | 51,300         | 52,400         | 53,500         | 54,500         |
| <b>3</b>                                        | 50,300         | 51,500         | 52,600         | 53,800         | 54,900         |
| <b>4</b>                                        | 50,700         | 51,900         | 53,100         | 54,200         | 55,400         |
| <b>5</b>                                        | 51,100         | 52,300         | 53,600         | 54,800         | 56,100         |
| <b>6</b>                                        | 51,900         | 53,200         | 54,500         | 55,800         | 57,100         |
| <b>7</b>                                        | 53,300         | 54,600         | 55,900         | 57,200         | 58,500         |
| <b>8</b>                                        | 54,800         | 56,100         | 57,400         | 58,700         | 60,000         |
| <b>9</b>                                        | 56,400         | 57,700         | 59,000         | 60,300         | 61,600         |
| <b>10</b>                                       | 58,100         | 59,400         | 60,700         | 62,000         | 63,300         |
| <b>11</b>                                       | 59,900         | 61,200         | 62,500         | 63,800         | 65,100         |
| <b>12</b>                                       | 61,800         | 63,100         | 64,400         | 65,700         | 67,000         |
| <b>13</b>                                       | 63,900         | 65,200         | 66,500         | 67,800         | 69,100         |

Custodians, grounds, and general maintenance employees shall move up one step each year on the guide above until reaching step 13. Once an employee reaches step 13, s/he shall remain on that step for each successive year of the guide.

| <b>CLEANERS</b> |                |                |                |                |
|-----------------|----------------|----------------|----------------|----------------|
| <b>2022-23</b>  | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
| 34,500          | 35,000         | 35,500         | 36,000         | 36,500         |

| <b>SKILLED TRADES</b> |                |                |                |                |                |
|-----------------------|----------------|----------------|----------------|----------------|----------------|
| <b>STEP</b>           | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
| <b>1</b>              | 58,500         | 60,500         | 63,000         | 65,500         | 68,000         |
| <b>2</b>              | 60,500         | 62,500         | 65,000         | 67,500         | 70,000         |
| <b>3</b>              | 62,500         | 64,500         | 67,000         | 69,500         | 72,000         |
| <b>4</b>              | 64,500         | 66,500         | 69,000         | 71,500         | 74,000         |
| <b>5</b>              | 66,500         | 68,500         | 71,000         | 73,500         | 76,000         |
| <b>6</b>              | 68,500         | 70,500         | 73,000         | 75,500         | 78,000         |
| <b>7</b>              | 70,500         | 72,500         | 75,000         | 77,500         | 80,000         |

Skilled trades employees shall move up one step each year on the guide above until reaching step 7. Once an employee reaches step 7, s/he shall remain on that step for each successive year of the guide.



| <b>Stipend</b>                                                | <b>2022-23</b> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> | <b>2026-27</b> |
|---------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Black seal</b>                                             | \$500          | \$500          | \$500          | \$500          | \$500          |
| <b>Grounds/Courier/<br/>General Maintenance</b>               | \$1,200        | \$1,200        | \$1,200        | \$1,200        | \$1,200        |
| <b>Trade license or<br/>at least a 2-year college degree*</b> | \$500          | \$500          | \$500          | \$500          | \$500          |
| <b>Bus license</b>                                            | \$1,000        | \$1,250        | \$1,500        | \$1,750        | \$2,000        |
| <b>Rover</b>                                                  | \$600          | \$600          | \$600          | \$600          | \$600          |
| <b>Longevity A<br/>(12-15 years)</b>                          | \$500          | \$500          | \$500          | \$500          | \$500          |
| <b>Longevity B<br/>(15-20 years)</b>                          | \$1,500        | \$1,500        | \$1,500        | \$1,500        | \$1,500        |
| <b>Longevity C<br/>(20+ years)</b>                            | \$1,850        | \$1,950        | \$2,050        | \$2,150        | \$2,250        |

\* Trade license and college degree must come from an accredited school and employee must be serving in a Trades position.

- A. All new personnel must be employed at least five (5) months prior to the next increment jump in order to be eligible for an annual increment the following year.
- B. Unless specified, all positions are on a twelve-month (12-month) basis.
- C. SBSMA members will be given an annual clothing allowance of \$550 (five hundred fifty dollars). This amount will be paid in two (2) installments: one (1) on September 15th and another on January 15th. All unit members will be required to wear uniforms and safety shoes while on duty.
- D. Increments or other increases may be withheld for inefficiency or other just cause. The custodian shall be given written notice stating the reasons said increments have been withheld. Upon receipt of such notification, the custodian may, within ten (10) school days, file a grievance in accordance with the prescribed procedure set forth in Article 5 of this Agreement. Said grievance shall commence at Level Two.
- E. Employees must receive written prior approval from the Director of Buildings and Grounds or the Director of Technology for any courses or programs to be eligible for reimbursement or compensation. Furthermore, each class hour of a completed course and/or program should be considered the equivalent of one (1) point

awarded. Employees shall be compensated as follows on an accumulated point schedule:

|                                 |          |
|---------------------------------|----------|
| More than 100 but less than 500 | \$ 500   |
| 500 points but less than 1000   | \$ 1,000 |
| 1000 points but less than 1500  | \$ 1,500 |
| 1500 points but less than 2000  | \$ 2,000 |
| More than 2000                  | \$ 2,500 |

- F. Any employee who is temporarily assigned to perform a job in a classification with a higher rate of pay for more than ten (10) consecutive working days or ten (10) days in a given pay period, shall receive a per diem allowance equal to the differential between the higher rate and the lower rate of pay at the current step on the guide.
- G. All bus drivers assigned to a run after one (1) P.M. on that same day shall be paid a minimum of two (2) hours salary inclusive on the run. If the reason for the late notice is another maintenance person's failure to complete an assigned run, then the minimum hour provision will not go into effect for that run.

#### **ARTICLE 13 JOINT COMMITTEE**

- A. The parties hereto believe that the efficiency of the respective employee's service to the student population of the schools and the welfare of the employees will be better served by periodic meeting of a joint committee wherein both the employer and the employees may discuss and implement suggestions for improving the services of the employees.
- B. The committee shall consist of the Superintendent and two (2) other members designated by the Superintendent and three (3) members designated by the Association. The committee shall meet regularly each month during the school academic year, on the date, and at the time mutually determined by the members of such a committee.
- C. The feasibility and planning of in-service education and the establishment of a personnel advisory committee will be included in the scope of this committee.

#### **ARTICLE 14 MANAGEMENT RIGHTS**

- 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 employees 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 position for the reasons of economy or because of reduction in the number of pupils or of change in administrative or supervisory organization of the district or for good cause (18A:29-9),
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 15 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 an employee or a group of employees to withhold and employee or a group of employees' service from the Board.
- B. The Board agrees that for the life of this Agreement, there will be no lock-out of employees or the Association.

#### **ARTICLE 16 MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. It is understood by all parties that under the ruling 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.
- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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. Any individual contract between the Board and an individual employee, 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.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by the Association, to the Board at PO Box 181, Monmouth Junction, New Jersey 08852
  - 2. If by the Board, to the Association at the residence of the President of the Association.

The Association shall file with the Board a letter designating the President of the Association during the term of this Agreement.

#### **ARTICLE 17 EFFECT AND DURATION**

- A. This Agreement incorporates the entire understanding of the parties on all matters that 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.
- B. Within sixty (60) days after this Agreement is adopted, copies shall be printed and distributed, at Board expense, to all persons included within the scope of said Agreement.
- C. This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2027.
- D. Should a change in this Agreement be mutually agreed upon, it shall be reduced to writing and signed by the Presidents of the respective parties and adopted by the Board.



**South Brunswick Board of  
Education**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**South Brunswick School  
Maintenance Association**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**APPENDIX A: CLEANER – TERMS AND CONDITIONS OF EMPLOYMENT**

Memorandum of Agreement  
Between the Board of Education and the  
South Brunswick School Maintenance Association

The Board of Education and the Association agree that a category of employees called "cleaner" shall be established effective immediately. It is the prerogative of the Board of Education to hire a new employee as either a cleaner or custodian.

Cleaners shall be placed on the Cleaner salary guide as per Article 12. Effective July 1, 2023, Cleaners shall receive all other benefits of the SBSMA collective bargaining agreement.

It is understood that all cleaners shall go through a three-year (3-year) probationary period and then be placed on the regular custodial guide at the beginning of their fourth (4th) year of employment.

Addendum: If directed to perform snow removal tasks, the cleaners will be compensated with an additional \$11.00 per hour.

A1.9

MEMORANDUM OF AGREEMENT BETWEEN THE SOUTH BRUNSWICK  
BOARD OF EDUCATION AND THE SOUTH BRUNSWICK EDUCATION  
ASSOCIATION

Whereas, the South Brunswick Education Association ("Association") filed  
Grievance 2021-2 regarding procedures and payment for club activities; and

Whereas, the South Brunswick Board of Education ("Board") and the Association  
wish to amicably settle Grievance 2021-2;

Now, therefore, be it resolved that in consideration of the promises set forth herein,  
the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Board-approved clubs will be paid in accordance with the contract;
2. Only Board-approved clubs will participate in the club fair;
3. Only Board-approved club participation will be recorded on a student transcript;
4. Only Board-approved clubs will appear in the district catalog or mentioned on the  
school activities websites or on VTN or physical signs in the buildings;
5. Only Board-approved clubs will be listed on school websites;
6. Religious clubs are not part of this Grievance and will continue to be afforded the  
same process and procedures that are currently in place.

South Brunswick Board of Education

*Gay E. Walker*

President, SBBOE

Witness

Date

*9/9/21*

South Brunswick Education Association

*[Signature]*

President, SBEA

*Byzanne Cardona*

Witness

Date

*8/30/21*

*Board  
approved  
9/9/21*

A1.14

**SIDEBAR AGREEMENT BETWEEN  
THE SOUTH BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK EDUCATION ASSOCIATION**

WHEREAS, due to the COVID-19 pandemic and the various declared Executive Orders and Quarantine/Exposure Protocols, the South Brunswick Board of Education ("Board") engaged the South Brunswick Education Association ("Association") in a discussion on how to handle staff exposures or quarantines; and

WHEREAS, the parties have had an opportunity to meet and confer;

IT IS HEREBY AGREED AS FOLLOWS between the Board and the Association:

1. Attachment #1 to this agreement covers the procedures to be followed based upon the scenarios discussed;
2. Scenarios not covered by Attachment #1 or changes to Quarantine/Exposure Recommendations by government entities shall prompt a meeting between the parties wherein both will endeavor in good faith to reach agreement prior to any terms being imposed.
3. This Agreement is non-precedent setting and shall expire no later than June 30, 2022;

**South Brunswick Board of Education**

**South Brunswick Education Association**

Barry Nathanson,  
Board President

Marc Lifland  
Association President

WITNESS:

WITNESS:



David Powlowski  
Business Administrator

Dated:

Dated:

*Board  
Approved  
9/23/21*

**SIDEBAR AGREEMENT BETWEEN THE SOUTH  
BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK SCHOOL BUS DRIVERS  
ASSOCIATION FOR THE PERIOD  
JULY 1, 2021 THROUGH JUNE 30, 2022**

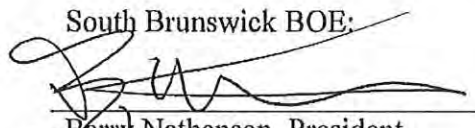
WHEREAS, the South Brunswick Board of Education (the "Board") and the South Brunswick School Bus Drivers Association (the "Association"), collectively referred to as the "Parties", are currently parties to a collective bargaining agreement (the "Agreement") for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the Parties wish to enter into this agreement to establish a new salary and longevity structure, minimum hours, and a retention/signing bonus for bus drivers; and

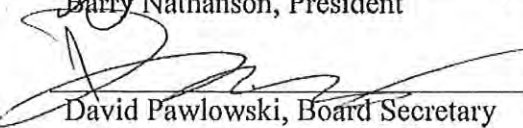
NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article 6 – Salary Schedule shall be amended as per Appendix A and shall become effective January 1, 2022. Subsections not included in Appendix A shall remain unchanged except to re-letter them as appropriate.
2. Article 7.C.1 shall have all references to 5 ½ hours changed to 6.5 hours, effective June 30, 2022.
3. There shall be a Retention/Signing Bonus as described in Appendix B.
4. The Parties hereby acknowledge their agreement to the terms set forth above by signing below. This agreement shall not become effective until ratification by the membership of the respective Parties.
5. All terms and conditions of employment not explicitly amended herein shall remain in full force and effect.
6. The changes included herein shall be considered fully incorporated into the 2021-2022 Agreement and create the baseline for the subsequent collective negotiations, with the exception of the retention/signing bonus, which shall fully sunset on June 30, 2022.

South Brunswick BOE:

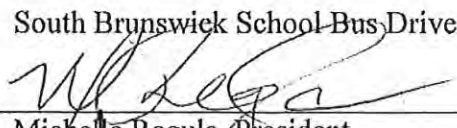
  
Barry Nathanson, President

12/2/21  
Date

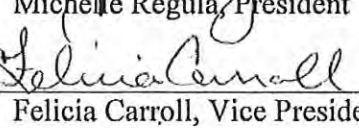
  
David Pawlowski, Board Secretary

12/2/21  
Date

South Brunswick School Bus Drivers Assoc.:

  
Michelle Regula, President

12-2-21  
Date

  
Felicia Carroll, Vice President

12-2-21  
Date

**SIDEBAR AGREEMENT BETWEEN THE SOUTH  
BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK SCHOOL BUS DRIVERS  
ASSOCIATION FOR THE PERIOD  
JULY 1, 2021 THROUGH JUNE 30, 2022**

**APPENDIX A**

**ARTICLE 6 SALARY SCHEDULE**

**A. Base Hourly**

All bus drivers shall be paid a base of \$28.00 per hour.

**B. A defensive driving course will be offered to drivers every three (3) years. All bus drivers are required to attend the scheduled course.**

**C. Longevity**

In addition to the base salary, drivers will earn longevity differentials as outlined below based upon years of service with the South Brunswick School District. Adjustments shall begin on the September 1 following the completion of the indicated number of years of service. Longevity differentials are pensionable, accumulative and shall be included in determining a driver's base rate of pay for purposes of other contractual provisions (ie: overtime).

| Completed Years of Service | Longevity Differential |
|----------------------------|------------------------|
| 5 years                    | \$1.00                 |
| 8 years                    | \$1.00                 |
| 10 years                   | \$1.00                 |
| 15 years                   | \$1.00                 |
| 20 years                   | \$1.00                 |

In addition to the longevity differentials above, drivers with twenty (20) or more years shall earn \$1,000 (one thousand dollars) per year effective on the September 1st that follows the 20th (twentieth) anniversary of employment as a driver.

BN  
JD  
UKS 12/2/21  
JRC 12/2/21



**SIDEBAR AGREEMENT BETWEEN THE SOUTH  
BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK SCHOOL BUS DRIVERS  
ASSOCIATION FOR THE PERIOD  
JULY 1, 2021 THROUGH JUNE 30, 2022**

**Appendix B**

**Retention/Signing Bonus**

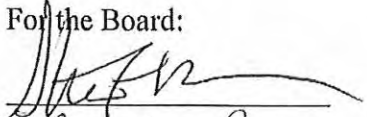
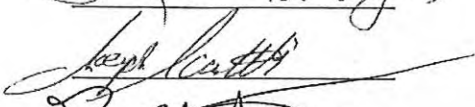
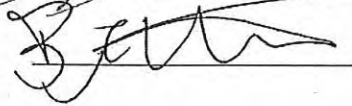
Up to \$1,000 can be earned by bus drivers in the following manner:

- Drivers that have been with the district since at least September 30 shall receive \$500 on January 15, 2022 and those that remain with the district shall receive an additional \$500 on June 15, 2022.
- Drivers that begin with the district during the month of October 2021 shall receive a prorated bonus of \$400 on January 15, 2022 and those that remain with the district shall receive an additional \$500 on June 15, 2022
- Drivers that begin with the district during the month of November 2021 shall receive a prorated bonus of \$300 on January 15, 2022 and those that remain with the district shall receive an additional \$500 on June 15, 2022.
- Drivers that begin with the district during the month of December 2021 shall receive a prorated bonus of \$150 on January 15, 2022 and those that remain with the district shall receive an additional \$500 on June 15, 2022.
- Drivers that begin with the district on or after January 1, 2022 shall receive a prorated bonus in the same manner as described above, not to exceed \$500.
- The retention/signing bonus shall fully sunset on June 30, 2022.
- To be eligible to receive the second bonus reflected in each scenario above, the driver must be continuously employed in the district for the entire noted period and must still be employed on the above later date in each scenario to be eligible for the respective bonuses.

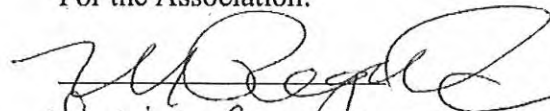
BN 12/4/21  
[Signature]  
12/2/21  
JHC 12.2.21

SIDEBAR AGREEMENT BETWEEN THE SOUTH  
BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK SCHOOL BUS DRIVERS  
ASSOCIATION FOR THE PERIOD  
JULY 1, 2021 THROUGH JUNE 30, 2022

For the Board:

  
\_\_\_\_\_  
L. M. Rodgers  
  
\_\_\_\_\_  
Joseph L. Carter  
  
\_\_\_\_\_

For the Association:

  
\_\_\_\_\_  
Felicia Carroll 12/2/21  
12.2.21  
\_\_\_\_\_  
\_\_\_\_\_

Board approval  
Dec. 14, 2021



A1.7

**AGREEMENT**

This Agreement ("Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board"), and the **SOUTH BRUNSWICK HEAD CUSTODIAN AND CUSTODIAL FOREMAN ASSOCIATION** and the **SOUTH BRUNSWICK SCHOOL MAINTENANCE ASSOCIATION** ("Associations") (collectively the "Parties" and each individually a "Party").

**WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick Township School District; and

**WHEREAS**, the Associations are the exclusive representatives in collective negotiations concerning the terms and conditions of employment for all contracted head custodians and custodial foremen and maintenance workers, respectively; and

**WHEREAS**, the Board and the Associations entered into collective bargaining agreements ("CBAs") effective July 1, 2021 through June 30, 2022; and

**WHEREAS**, Jamie DeMary-Guevara, the head custodian at Crossroads South Middle School, will be on a leave of absence for approximately 10-12 weeks, beginning December 15, 2021; and

**WHEREAS**, Anthony Sudnick, a custodian at Crossroads South Middle School, has agreed to temporarily assume the head custodian position while Ms. DeMary-Guevara is on leave; and

**WHEREAS**, the Parties desire to enter into a Sidebar Agreement to document their mutual agreement regarding Mr. Sudnick serving in this head custodian position on a temporary basis.

**NOW, THEREFORE**, the Parties agree as follows:



1. Mr. Sudnick will assume the position of head custodian at Crossroads South Middle School beginning on December 15, 2021 and continuing for approximately 10-12 weeks, unless sooner terminated or extended.
2. Mr. Sudnick shall at all times remain a member of the South Brunswick School Maintenance Employees Association and shall continue to work under the collective bargaining agreement in place between the South Brunswick School Maintenance Employees Association and the Board and, as such, the terms and conditions of that collective bargaining agreement shall control even when he is performing the duties of head custodian pursuant to this Sidebar Agreement.
3. During the period that Mr. Sudnick serves as a head custodian, he will be paid a pro-rated portion of the stipend normally paid to Ms. DeMary-Guevara. The pro-rated portion of the stipend amounts to \$458.33 per month.
4. The Association agrees that this Sidebar Agreement has been amicably negotiated and the existence of any deviation between this Agreement and the CBA cannot, by in and of itself, form the basis for any grievances. This does not preclude the Association from filing any other grievance including a grievance arising out of the failure of the Board to adhere to this agreement. During all periods wherein Mr. Sudnick serves as head custodian and as a member of the SBMA, he shall be prohibited from the hiring, firing, discipline, and evaluation of other members of the SBMA unit.
5. All of the remaining terms of the CBAs not specifically addressed herein shall remain in full force and effect.

6. The Board and Associations acknowledge that this Agreement is entered into in order to address this specific situation and does not create a past practice of allowing such intra-unit transfers.
7. This Agreement is subject to Board approval before taking effect.
8. This Agreement may only be modified by an instrument in writing signed by all Parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have freely executed this Agreement with the intent to be legally bound.

**SOUTH BRUNSWICK BOARD OF  
EDUCATION**

Dated: 1/6/22

[Signature]

Dated: 1/4/22

WITNESS:

[Signature]

Dated: 1/6/22

**SOUTH BRUNSWICK HEAD  
CUSTODIAN AND CUSTODIAL  
FOREMAN ASSOCIATION**

[Signature]

Dated: 12-21-21

WITNESS:

\_\_\_\_\_

**SOUTH BRUNSWICK SCHOOL  
MAINTENANCE ASSOCIATION**

[Signature]

Dated: 12-21-21

WITNESS:

\_\_\_\_\_

Dated: \_\_\_\_\_

*Approved*  
*1/4/22*

A1.5

**SIDEBAR AGREEMENT**

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the 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; and

**WHEREAS**, the Parties entered into an Collective Negotiations Agreement effective July 1, 2018 through June 30, 2021 ("Agreement"); and

**WHEREAS**, the Board requires the services of a nurse with the school nurse instructional certification; and

**WHEREAS**, the Board been unable to find a school nurse candidate at this time with the necessary instructional certification; and

**WHEREAS**, the Board [has hired] Cassaundra Michele, who at this time possesses a non-instructional school nurse certification, but has agreed to take the courses necessary to obtain the instructional certification over the course of two years; and

**WHEREAS**, Ms. Michele has agreed that her employment with the District is contingent upon her receiving the necessary instructional certification prior to the beginning of the 2023-

2024 school year and that if she does not obtain that certification her employment will terminate at the end of the 2022-2023 school year; and

WHEREAS, the Parties desire to enter into a Sidebar Agreement memorializing these agreements.

NOW, THEREFORE, the parties agree as follows:

1. Obtaining Instructional Certification. Ms. Michele will take the courses necessary to obtain the instructional school nurse certificate during the 2021-2022 and 2022-2023 school years.

2. Employment Contingent Upon Obtaining the Instructional Certification. If Ms. Michele has not obtained the instructional certification by the end of the 2022-2023 school year, her contract will not be renewed for the 2023-2024 school year, regardless of her level of performance up to that time and her employment with the District will cease as of that time.

3. No Challenge if Instructional Certification is Not Obtained. The Association acknowledges these arrangements and agrees it will not challenge the Board's right to terminate Ms. Michele's employment if she does not obtain the instructional certificate in the time set forth in this Sidebar Agreement.

4. No Precedent. The Association agrees that this Sidebar Agreement is designed to address this specific, one-time only situation, which was caused by a shortage of certified instructional school nurses due to the Covid-19 pandemic, and will not be viewed as setting any precedent in this regard nor shall it be deemed to establish a past practice.

5. Entire Agreement. This Sidebar Agreement contains the sole and the entire Side Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its

counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

6. Representation. The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

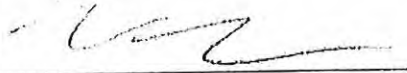
7. Severability. Whenever possible, each provision of this Sidebar Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Sidebar Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

8. Execution. This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that they have had a reasonable amount of time to consider the terms of the Side Agreement, and that they enter into the Side Agreement voluntarily and with the advice of counsel. This Sidebar Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. Remaining Terms. All of the remaining terms and conditions in the Agreement not specifically amended herein shall remain in full force and shall not be impacted by the terms of this Sidebar Agreement.

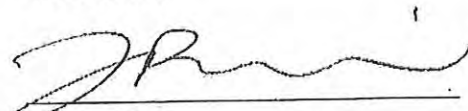
IN WITNESS WHEREOF, the Parties hereto have freely executed this Sidebar Agreement, with the intent to be legally bound.

**SOUTH BRUNSWICK  
EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
Marc Lifland

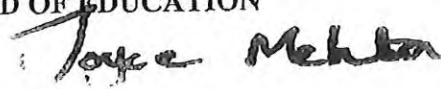
Dated: 4/4/22

**WITNESS:**

  
\_\_\_\_\_  
Lisa Bergamotto

Dated: 4/4/22

**SOUTH BRUNSWICK  
BOARD OF EDUCATION**

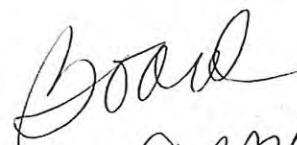
  
\_\_\_\_\_  
Joyce Mehta,  
Board President

Dated: 4/7/22

**WITNESS:**

  
\_\_\_\_\_  
David Pawlowski,  
Business Administrator/Board Secretary

Dated: 4/7/22

  
approved  
April 7, 2022



A1.9

**SIDEBAR AGREEMENT**

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the 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; and

**WHEREAS**, the Parties entered into an Collective Negotiations Agreement effective July 1, 2018 through June 30, 2021 ("Agreement"); and

**WHEREAS**, the Board requires the services of a nurse with the school nurse instructional certification; and

**WHEREAS**, the Board been unable to find a school nurse candidate at this time with the necessary instructional certification; and

**WHEREAS**, the Board [has hired] Cassaundra Michele, who at this time possesses a non-instructional school nurse certification, but has agreed to take the courses necessary to obtain the instructional certification over the course of two years; and

**WHEREAS**, Ms. Michele has agreed that her employment with the District is contingent upon her receiving the necessary instructional certification prior to the beginning of the 2024-

2025 school year and that if she does not obtain that certification her employment will terminate at the end of the 2023-2024 school year; and

**WHEREAS**, the Parties desire to enter into a Sidebar Agreement memorializing these agreements.

**NOW, THEREFORE**, the parties agree as follows:

1. **Obtaining Instructional Certification.** Ms. Michele will take the courses necessary to obtain the instructional school nurse certificate during the 2022-2023 and 2023-2024 school years.

2. **Employment Contingent Upon Obtaining the Instructional Certification.** If Ms. Michele has not obtained the instructional certification by the end of the 2023-2024 school year, her contract will not be renewed for the 2024-2025 school year, regardless of her level of performance up to that time and her employment with the District will cease as of that time.

3. **No Challenge if Instructional Certification is Not Obtained.** The Association acknowledges these arrangements and agrees it will not challenge the Board's right to terminate Ms. Michele's employment if she does not obtain the instructional certificate in the time set forth in this Sidebar Agreement.

4. **No Precedent.** The Association agrees that this Sidebar Agreement is designed to address this specific, one-time only situation, which was caused by a shortage of certified instructional school nurses due to the Covid-19 pandemic, and will not be viewed as setting any precedent in this regard nor shall it be deemed to establish a past practice.

5. **Entire Agreement.** This Sidebar Agreement contains the sole and the entire Side Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its



counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

6. **Representation.** The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

7. **Severability.** Whenever possible, each provision of this Sidebar Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Sidebar Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

8. **Execution.** This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that they have had a reasonable amount of time to consider the terms of the Side Agreement, and that they enter into the Side Agreement voluntarily and with the advice of counsel. This Sidebar Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. **Remaining Terms.** All of the remaining terms and conditions in the Agreement not specifically amended herein shall remain in full force and shall not be impacted by the terms of this Sidebar Agreement.

IN WITNESS WHEREOF, the Parties hereto have freely executed this Sidebar Agreement, with the intent to be legally bound.

SOUTH BRUNSWICK  
EDUCATION ASSOCIATION

22

Dated: 5/24/22

WITNESS:

[Signature]

Dated: 5/24/22

SOUTH BRUNSWICK  
BOARD OF EDUCATION

Joyce Mehta

Joyce Mehta,  
Board President

Dated: 6/9/22

WITNESS:

[Signature]

David Pawlowski,  
Business Administrator/Board Secretary

Dated: 6/9/22

Revised dates  
from April 7th  
approved

Board  
approved  
6/9/22

11/18

**SIDEBAR AGREEMENT**

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all 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, or to be employed by the Board, with limited exceptions; and

**WHEREAS**, the Board and the Association entered into an Collective Negotiations Agreement effective July 1, 2022 through June 30, 2027 ("Agreement"); and

**WHEREAS**, the Parties seek to formalize the process of compensating staff who miss their contractual preparation time to cover a class or assume the duties of additional students from an unfilled substitute vacancy; and

**NOW, THEREFORE**, the parties agree as follows:

1. **Class Coverage For Absent Teacher.** Teachers shall be paid for the coverage of classes of any absent teacher on a voluntary basis if they are missing a preparation period to cover the class at the following rates:

2022-2023 School Year: \$45.50 per coverage  
2023-2024 School Year: \$45.50 per coverage  
2024-2025 School Year: \$49.00 per coverage  
2025-2026 School Year: \$52.50 per coverage  
2026-2027 School Year: \$55.00 per coverage

2. **Class Coverage With Missing Preparation Period.** Teachers missing a preparation period to stay with their own students or cover another class will be compensated at the following rates:

2022-2023 School Year: \$45.50 per coverage  
2023-2024 School Year: \$45.50 per coverage  
2024-2025 School Year: \$49.00 per coverage  
2025-2026 School Year: \$52.50 per coverage  
2026-2027 School Year: \$55.00 per coverage

3. **Class Coverage Without Missing Preparation Period.** Teachers asked to cover classes when they are not missing a contractual preparation period will not be entitled to the compensation set forth herein. (except as it pertains to the below #5).

4. **Combined Classes.** In emergencies where regular substitutes are not available and classes are combined for the day or a major part thereof, the teacher in charge shall be paid \$160.00 in addition to her/his regular salary. If the class is divided between two or more other teachers, each teacher teaching any part of the split class shall receive a proportionate amount of that rate in addition to her/his regular salary. By way of example only, if four teachers equally split 20 students, each teacher would receive \$40.00 in addition to her/his regular salary. Half days shall be compensated at \$80.00. Periods would be compensated at \$20.00 for the elementary school and \$40.00 for the middle school and high school.

5. **Coverage By Counselors and CST Members.** School Counselors and Child Study Team members who are asked to cover a class will be compensated at the following rates:

2022-2023 School Year: \$45.50 per coverage  
2023-2024 School Year: \$45.50 per coverage  
2024-2025 School Year: \$49.00 per coverage  
2025-2026 School Year: \$52.50 per coverage  
2026-2027 School Year: \$55.00 per coverage

6. **Approval.** All work to be paid under this agreement must be approved in advance and in writing by a building administrator.

7. **Preparation Period.** The term “preparation period” shall be defined in accordance with Article 15 of the Agreement. It is acknowledged by the Parties that the length of a preparation period may vary between the elementary schools, middle schools and high school. However, the varying lengths of a preparation period shall not impact the rates set forth herein.

8. **Submission of Voucher.** Teachers who complete any of the work as outlined above are required to complete and submit a voucher for this work within five business days of the coverage. If a voucher is not submitted within the five business days, payment is forfeited.

9. **Sunset Provision.** Unless explicitly set forth herein, this Sidebar Agreement shall sunset immediately following June 30, 2023. Accordingly, absent mutual written agreement to the contrary, the provisions of this Sidebar Agreement shall terminate and shall have no further force or effect after such date.

10. **Entire Agreement.** This Sidebar Agreement contains the sole and the entire Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

11. **Representation.** The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.



12. **Severability.** Whenever possible, each provision of this Sidebar Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Sidebar Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

13. **Execution.** This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that they have had a reasonable amount of time to consider the terms of the Sidebar Agreement, and that they enter into the Sidebar Agreement voluntarily. This Sidebar Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14. **Remaining Terms.** All of the remaining terms and conditions in the Agreement not specifically amended herein shall remain in full force and shall not be impacted by the terms of this Sidebar Agreement.

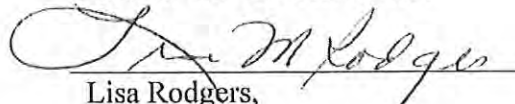
IN WITNESS WHEREOF, the Parties hereto have freely executed this Sidebar Agreement, with the intent to be legally bound.

SOUTH BRUNSWICK EDUCATION  
ASSOCIATION



Dated: 7/1/23

SOUTH BRUNSWICK  
BOARD OF EDUCATION

  
Lisa Rodgers,  
Board President

Dated: 1.19.2023

Approved  
1/19/23

A 1157

**SIDEBAR AGREEMENT**

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the 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; and

**WHEREAS**, the Parties entered into an Collective Negotiations Agreement effective July 1, 2022 through June 30, 2027 ("Agreement"); and

**WHEREAS**, the Board requires the services of a nurse with the school nurse instructional certification; and

**WHEREAS**, the Board has been unable to find a school nurse candidate at this time with the necessary instructional certification; and

**WHEREAS**, the Board has hired Kerri Bress, who at this time possesses a non-instructional school nurse certification, but has agreed to take the courses necessary to obtain the instructional certification over the course of two years; and

**WHEREAS**, Ms. Bress has agreed that her employment with the District is contingent upon her receiving the necessary instructional certification by the end of the 2024 -2025 school

year and that if she does not obtain that certification, her contract will not be renewed for the 2025 – 2026 school year.

WHEREAS, the Parties desire to enter into a Sidebar Agreement memorializing these agreements.

NOW, THEREFORE, the parties agree as follows:

1. Obtaining Instructional Certification. Ms. Bress will take the courses necessary to obtain the instructional school nurse certificate during the 2023-2024 and 2024-2025 school years.

2. Employment Contingent Upon Obtaining the Instructional Certification. If Ms. Bress has not obtained the instructional certification by the end of the 2024-2025 school year, her contract will not be renewed for the 2025-2026 school year, regardless of her level of performance up to that time and her employment with the District will cease as of that time.

3. No Challenge if Instructional Certification is Not Obtained. The Association acknowledges these arrangements and agrees it will not challenge the Board's right to terminate Ms. Bress's employment if she does not obtain the instructional certificate in the time set forth in this Sidebar Agreement.

4. No Precedent. The Association agrees that this Sidebar Agreement is designed to address this specific, one-time only situation, which was caused by a shortage of certified instructional school nurses due to the Covid-19 pandemic, and will not be viewed as setting any precedent in this regard nor shall it be deemed to establish a past practice.

5. Entire Agreement. This Sidebar Agreement contains the sole and the entire Side Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its



counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

6. **Representation.** The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

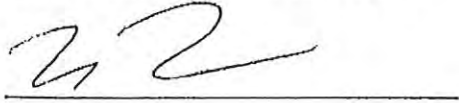
7. **Severability.** Whenever possible, each provision of this Sidebar Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Sidebar Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

8. **Execution.** This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that they have had a reasonable amount of time to consider the terms of the Side Agreement, and that they enter into the Side Agreement voluntarily and with the advice of counsel. This Sidebar Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. **Remaining Terms.** All of the remaining terms and conditions in the Agreement not specifically amended herein shall remain in full force and shall not be impacted by the terms of this Sidebar Agreement.

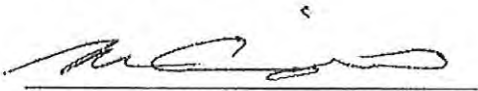
IN WITNESS WHEREOF, the Parties hereto have freely executed this Sidebar Agreement, with the intent to be legally bound.

SOUTH BRUNSWICK  
EDUCATION ASSOCIATION



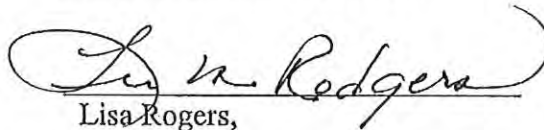
Dated: 3/23/23

WITNESS:



Dated: 3/23/23

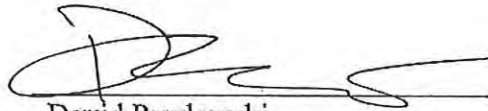
SOUTH BRUNSWICK  
BOARD OF EDUCATION



Lisa Rogers,  
Board President

Dated: 3.30.2023

WITNESS:



David Pawlowski,  
Business Administrator/Board Secretary

Dated: 3/30/23

*Board Approved*  
*3/30/23*

A1.19

SIDEBAR AGREEMENT  
BETWEEN  
THE SOUTH BRUNSWICK BOARD OF EDUCATION  
AND THE  
SOUTH BRUNSWICK ASSOCIATION OF EDUCATIONAL SECRETARIES

WHEREAS, the South Brunswick Board of Education ("Board") and the South Brunswick Association of Educational Secretaries ("Association") are parties to a collective bargaining agreement ("Agreement") through June 30, 2027; and

WHEREAS, the Board and the Association (collectively referred to as the "Parties") wish to enter into this sidebar agreement ("Sidebar") to memorialize an understanding with regard to usage of accumulated leave during the summer; and

WHEREAS, the Parties also wish to memorialize an understanding with regard to paid holidays;

NOW, THEREFORE, BE IT RESOLVED THAT in consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Article 6, Section C, Subsection 1 shall be amended as follows:  
"Summer hours: Secretaries shall work thirty (30) hours per week, Monday through Thursday, beginning July 1 and ending the third Friday before Labor Day. The workday shall be 8-hours, inclusive of a 30-minute duty-free lunch. During the four-day work week, usage of accumulated leave (sick, personal, vacation) shall be deducted at a rate of 1.25x per full day or 0.625x half day (AM or PM) taken.

At the conclusion of the four-day work week period, if an employee's accumulated leave bank has a fractional balance between .0 and .5, the bank will be rounded up to .5; and if the bank has a fractional balance above .5, the bank will be rounded up to the next whole number. Each category of leave will be handled separately.

The remaining workdays until August 31 shall be a six (6) hour workday, Monday through Friday.

2. Article 13, Section B shall have the following addition: "Whenever the school calendar reflects less than the twenty-three (23) paid holidays, employees shall be credited with floating holidays to make up the difference. The floating holidays may be used at any time during the year without restriction, but with the approval of the employee's supervisor."

This Sidebar shall become effective upon the signature of both Parties. An updated Agreement will be drafted with the changes contained herein and be distributed electronically to the appropriate employees.

South Brunswick Board of Education

Dea M. Rodgers  
President, SBBOE

Witness

Date

6/8/23

South Brunswick Association of  
Educational Secretaries

Suzanne Cardona  
President, SBAES

Witness

Date

Betsy Epps  
5/24/23

Board Approved June 8, 2023

A119

**SIDEBAR AGREEMENT**

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all 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, or to be employed by the Board, with limited exceptions; and

**WHEREAS**, the Board and the Association entered into an Collective Negotiations Agreement effective July 1, 2022 through June 30, 2027 ("Agreement"); and

**WHEREAS**, the Parties seek to formalize the process of compensating staff who miss their contractual preparation time to cover a class or assume the duties of additional students from an unfilled substitute vacancy; and

**NOW, THEREFORE**, the parties agree as follows:

1. **Class Coverage For Absent Teacher.** Teachers shall be paid for the coverage of classes of any absent teacher on a voluntary basis if they are missing a preparation period to cover the class at the following rates:

2022-2023 School Year: \$45.50 per coverage

2023-2024 School Year: \$45.50 per coverage

2024-2025 School Year: \$49.00 per coverage

2025-2026 School Year: \$52.50 per coverage

2026-2027 School Year: \$55.00 per coverage

2. **Class Coverage With Missing Preparation Period.** Teachers missing a preparation period to stay with their own students or cover another class will be compensated at the following rates:

2022-2023 School Year: \$45.50 per coverage  
2023-2024 School Year: \$45.50 per coverage  
2024-2025 School Year: \$49.00 per coverage  
2025-2026 School Year: \$52.50 per coverage  
2026-2027 School Year: \$55.00 per coverage

3. **Class Coverage Without Missing Preparation Period.** Teachers asked to cover classes when they are not missing a contractual preparation period will not be entitled to the compensation set forth herein.

4. **Combined Classes.** In emergencies where regular substitutes are not available and classes are combined for the day or a major part thereof, the teacher in charge shall be paid \$160.00 in addition to her/his regular salary. If the class is divided between two or more other teachers, each teacher teaching any part of the split class shall receive a proportionate amount of that rate in addition to her/his regular salary. By way of example only, if four teachers equally split 20 students, each teacher would receive \$40.00 in addition to her/his regular salary. Half days shall be compensated at \$80.00. Periods would be compensated at \$20.00 for the elementary school and \$40.00 for the middle school and high school.

5. **Coverage By Counselors and CST Members.** School Counselors and Child Study Team members who are asked to cover a class will be compensated at the following rates:

2022-2023 School Year: \$45.50 per coverage  
2023-2024 School Year: \$45.50 per coverage  
2024-2025 School Year: \$49.00 per coverage  
2025-2026 School Year: \$52.50 per coverage  
2026-2027 School Year: \$55.00 per coverage



6. **Approval.** All work to be paid under this agreement must be approved in advance and in writing by a building administrator.

7. **Preparation Period.** The term “preparation period” shall be defined in accordance with Article 15 of the Agreement. It is acknowledged by the Parties that the length of a preparation period may vary between the elementary schools, middle schools and high school. However, the varying lengths of a preparation period shall not impact the rates set forth herein.

8. **Submission of Voucher.** Teachers who complete any of the work as outlined above are required to complete and submit a voucher for this work within 48 hours of the coverage. If a voucher is not submitted within 48 hours, payment is forfeited.

9. **Sunset Provision.** Unless explicitly set forth herein, this Sidebar Agreement shall sunset immediately following June 30, 2024. Accordingly, absent mutual written agreement to the contrary, the provisions of this Sidebar Agreement shall terminate and shall have no further force or effect after such date.

10. **Entire Agreement.** This Sidebar Agreement contains the sole and the entire Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

11. **Representation.** The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

12. **Severability.** Whenever possible, each provision of this Sidebar Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Sidebar Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

13. **Execution.** This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that they have had a reasonable amount of time to consider the terms of the Sidebar Agreement, and that they enter into the Sidebar Agreement voluntarily. This Sidebar Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

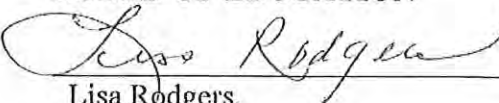
14. **Remaining Terms.** All of the remaining terms and conditions in the Agreement not specifically amended herein shall remain in full force and shall not be impacted by the terms of this Sidebar Agreement.

IN WITNESS WHEREOF, the Parties hereto have freely executed this Sidebar Agreement, with the intent to be legally bound.

SOUTH BRUNSWICK EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
Dated: 8/3/23

SOUTH BRUNSWICK  
BOARD OF EDUCATION

  
\_\_\_\_\_  
Lisa Rodgers,  
Board President

Dated: 8/24/2023

WITNESS:

Robert L. Anderson

Dated: 08/03/23

WITNESS:

David Pawlowski  
David Pawlowski,  
Business Administrator/Board Secretary

Dated: 8/3/23

Board  
approved  
8/24/23



A123

SIDEBAR AGREEMENT

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

WITNESSETH:

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the 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; and

**WHEREAS**, the Parties entered into an Collective Negotiations Agreement effective July 1, 2022 through June 30, 2027 ("Agreement"); and

**WHEREAS**, the Board requires the services of a nurse with the school nurse instructional certification; and

**WHEREAS**, the Board been unable to find a school nurse candidate at this time with the necessary instructional certification; and

**WHEREAS**, the Board has hired Bethany Monticello, who at this time possesses a non-instructional school nurse certification, but has agreed to take the courses necessary to obtain the instructional certification over the course of two years; and

**WHEREAS**, Ms. Monticello has agreed that her employment with the District is contingent upon her receiving the necessary instructional certification prior to the beginning of

the 2024-2025 school year and that if she does not obtain that certification her employment will terminate at the end of the 2023-2024 school year; and

WHEREAS, Jill Kerwin another school nurse in the District has agreed to teach the courses that would normally be taught by Ms. Monticello in the PSD – 5 grade classes during the next two school years;

WHEREAS, the Parties desire to enter into a Sidebar Agreement memorializing these agreements.

NOW, THEREFORE, the parties agree as follows:

1. Obtaining Instructional Certification. Ms. Monticello will take the courses necessary to obtain the instructional school nurse certificate during the 2021-2022 and 2022-2023 school years.

2. Employment Contingent Upon Obtaining the Instructional Certification. If Ms. Monticello has not obtained the instructional certification by the end of the 2023-2024 school year, her contract will not be renewed for the 2024-2025 school year, regardless of her level of performance up to that time and her employment with the District will cease as of that time.

3. Ms. Kerwin will teach the Courses in the PSD – 5<sup>th</sup> classes during the 2022-2023 and 2023-2024 School Years. Ms. Kerwin will teach the courses that would normally be taught in the PSD -5<sup>th</sup> grade classes during the 2022-2023 and 2023-2024 school years.

4. No Challenge if Instructional Certification is Not Obtained. The Association acknowledges these arrangements and agrees it will not challenge the Board's right to terminate Ms. Monticello's employment if she does not obtain the instructional certificate in the time set forth in this Sidebar Agreement.

5. No Precedent. The Association agrees that this Sidebar Agreement is designed to address this specific, one-time only situation, which was caused by a shortage of certified instructional school nurses due to the Covid-19 pandemic, and will not be viewed as setting any precedent in this regard nor shall it be deemed to establish a past practice.

6. Entire Agreement. This Sidebar Agreement contains the sole and the entire Side Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

7. Representation. The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

8. Severability. Whenever possible, each provision of this Sidebar Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Sidebar Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

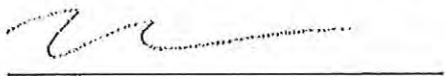
9. Execution. This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that

they have had a reasonable amount of time to consider the terms of the Side Agreement, and that they enter into the Side Agreement voluntarily and with the advice of counsel. This Sidebar Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10. Remaining Terms. All of the remaining terms and conditions in the Agreement not specifically amended herein shall remain in full force and shall not be impacted by the terms of this Sidebar Agreement.

IN WITNESS WHEREOF, the Parties hereto have freely executed this Sidebar Agreement, with the intent to be legally bound.

SOUTH BRUNSWICK  
EDUCATION ASSOCIATION



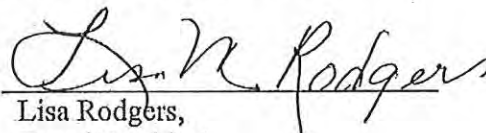
Dated: 10/27/23

WITNESS:



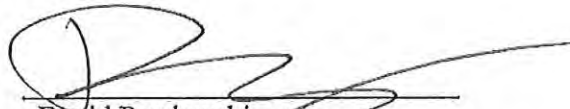
Dated: 10/27/23

SOUTH BRUNSWICK  
BOARD OF EDUCATION

  
Lisa Rodgers,  
Board President

Dated: 11-16-23

WITNESS:

  
David Pawlowski,  
Business Administrator/Board Secretary

Dated: 11-16-23

Board  
approved  
11/14/23

## **SIDEBAR AGREEMENT**

This Sidebar Agreement ("Sidebar Agreement") is made and entered into by and between the **SOUTH BRUNSWICK BOARD OF EDUCATION** ("Board") and the **SOUTH BRUNSWICK EDUCATION ASSOCIATION** ("Association") (collectively the "Parties").

### **WITNESSETH:**

**WHEREAS**, the Board operates the South Brunswick School District ("District"); and

**WHEREAS**, the Association is the exclusive and sole representative for collective negotiation concerning the 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; and

**WHEREAS**, the Parties entered into an Collective Negotiations Agreement effective July 1, 2022 through June 30, 2027 ("Agreement"); and

**WHEREAS**, the Board requires the services of a nurse with the school nurse instructional certification; and

**WHEREAS**, the Board been unable to find a school nurse candidate at this time with the necessary instructional certification; and

**WHEREAS**, the Board has hired Fozia Ahmed, who at this time possesses a non-instructional school nurse certification, but has agreed to take the courses necessary to obtain the instructional certification over the course of two years; and

**WHEREAS**, Ms. Ahmed has agreed that her employment with the District is contingent upon her receiving the necessary instructional certification prior to the beginning of the 2026-



2027 school year and that if she does not obtain that certification her employment will terminate at the end of the 2025 - 2026 school year; and

**WHEREAS**, Rachel Atzert a Physical Education teacher in the District has agreed to teach the courses that would normally be taught by Ms. Ahmed in the Kdg – 5 grade classes during the next two school years;

**WHEREAS**, the Parties desire to enter into a Sidebar Agreement memorializing these agreements.

**NOW, THEREFORE**, the parties agree as follows:

1. **Obtaining Instructional Certification.** Ms. Ahmed will take the courses necessary to obtain the instructional school nurse certificate during the 2024-2025 and 2025-2026 school years.

2. **Employment Contingent Upon Obtaining the Instructional Certification.** If Ms. Ahmed has not obtained the instructional certification by the end of the 2025-2026 school year, her contract will not be renewed for the 2026-2027 school year, regardless of her level of performance up to that time and her employment with the District will cease as of that time.

3. **Rachel Atzert will teach the Courses in the Kdg – 5<sup>th</sup> classes during the 2024-2025 and 2025-2026 School Years.** Ms. Atzert will teach the courses that would normally be taught in the Kdg -5<sup>th</sup> grade classes during the 2024-2025 and 2025-2026 school years.

4. **No Challenge if Instructional Certification is Not Obtained.** The Association acknowledges these arrangements and agrees it will not challenge the Board's right to terminate Ms. Ahmed's employment if she does not obtain the instructional certificate in the time set forth in this Sidebar Agreement.

5. **No Precedent.** The Association agrees that this Sidebar Agreement is designed to address this specific, one-time only situation, which was caused by a shortage of certified

instructional school nurses due to the Covid-19 pandemic, and will not be viewed as setting any precedent in this regard nor shall it be deemed to establish a past practice.

6. **Entire Agreement.** This Sidebar Agreement contains the sole and the entire Side Agreement between the Association and the Board. The Association represents and acknowledges that it has not relied upon any representation or statement by the Board, or its counsel or representatives, with regard to the subject matter of this Sidebar Agreement, which is not set forth in this Sidebar Agreement.

7. **Representation.** The Parties acknowledge that they have had the opportunity to review the terms of this Sidebar Agreement. The language of this Sidebar Agreement shall not be presumptively construed in favor of or against any of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Sidebar Agreement. Rather, the language in this Sidebar Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

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9. **Execution.** This Sidebar Agreement is subject to Board approval before taking effect. The Parties to this Sidebar Agreement hereby confirm that the signatories are respectively authorized to bind them hereto and execute this Sidebar Agreement. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Sidebar Agreement, that they have had a reasonable amount of time to consider the terms of the Side Agreement, and that they enter into the Side Agreement voluntarily and with the advice of counsel. This Sidebar

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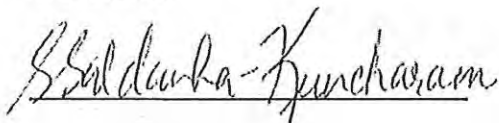
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SOUTH BRUNSWICK  
EDUCATION ASSOCIATION



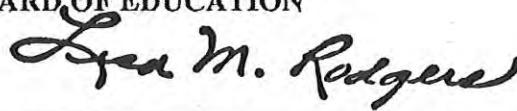
Dated: May 7<sup>th</sup> 2024

WITNESS:



Dated: May 7, 2024

SOUTH BRUNSWICK  
BOARD OF EDUCATION



Lisa Rogers,  
Board President

Dated: 5/30/24

WITNESS:



David Pawlowski,  
Business Administrator/Board Secretary

Dated: 5/30/24

*David*  
*approved*  
*5/30/24*



**SOUTH BRUNSWICK BOARD OF EDUCATION AND  
SOUTH BRUNSWICK HEAD CUSTODIAN & CUSTODIAL FOREMAN ASSOCIATION**

A.1.14

WHEREAS, the South Brunswick Board of Education ("Board") and the South Brunswick Head Custodian & Custodial Foremen Association ("Association") (collectively the "Parties") are bound by the terms and conditions of a collective bargaining agreement effective July 1, 2022 through June 30, 2027 ("Agreement"); and

WHEREAS, the Board has notified the Association of its intent to restructure the alignment of certain head custodians throughout the District; and

WHEREAS, the Board has determined to create the position of Head Custodian – Middle School Campus and transfer Robert Westenhiser to this position; and

WHEREAS, the Board has determined to transfer Huber Capcha to the position of Head Custodian at Greenbrook Elementary School and Jamie Demary-Guevara to the currently vacant position of Head Custodian at Cambridge Elementary School; and

WHEREAS, the Parties agree that these transfers are not disciplinary; and

WHEREAS, the Parties negotiated the changes set forth below and hereby incorporate these changes into the Agreement ; and

**NOW, THEREFORE, BE IT RESOLVED** that on this 16th day of April, 2024, the Parties hereto agree as follows:

1. The Parties agree, in the interest of the fiscal crisis facing the Board and the necessity to acclimate the Head Custodians to their new buildings as soon as practicable, that there shall be a waiver of the requirement to post and interview for prospective candidates to the vacancies and the assignment changes herein are considered transfers. This waiver shall be a non-precedent setting, one-time exception and shall not be used towards the establishment of a practice by either party.
2. Robert Westenhiser's base salary shall be amended as follows. The 2023-24 base salary shall be pro-rated effective April 18, 2024.

| Last Name   | First Name | Base Salary<br>2023-24 | Base Salary<br>2024-25 | Base Salary<br>2025-26 | Base Salary<br>2026-27 |
|-------------|------------|------------------------|------------------------|------------------------|------------------------|
| Westenhiser | Robert     | \$67,500               | \$69,982.46            | \$72,554.28            | \$75,218.69            |

3. The Parties agree to the creation of a Head Custodian Location Stipend titled "Middle School Campus" in the amount of \$7,000. The Middle School Campus Head Custodian shall be responsible for Head Custodian duties at both middle schools. Mr. Westenhiser shall receive this stipend, pro-rated from April 18, 2024.
4. Huber Capcha shall have his combined base salary and location stipend "redlined" to an amount of no less than \$75,064.12. This amount is exclusive of any other stipend (black seal, CEFM) and longevity amounts or increases. Once Mr. Capcha's actual combined base salary and location stipend total exceeds \$75,064.12, he shall no longer be

SOUTH BRUNSWICK BOARD OF EDUCATION AND  
SOUTH BRUNSWICK HEAD CUSTODIAN & CUSTODIAL FOREMAN ASSOCIATION

- "redlined" and will earn base salary and location stipend amounts and increases as per the Agreement. It is anticipated that Mr. Capcha will return to the base salary and location stipend structure in the 2025-26 contract year.
5. Jamie Demary-Guevara shall have her combined base salary and location stipend "redlined" to an amount of no less than \$66,147.12. This amount is exclusive of any other stipend (black seal, CEFM) and longevity amounts or increases. Once Ms. Demary-Guevara's actual combined base salary and location stipend total exceeds \$66,147.12, she shall no longer be "redlined" and will earn base salary and location stipend amounts and increases as per the Agreement. It is anticipated that Ms. Demary-Guevara will return to the base salary and location stipend structure in the 2025-26 contract year.
6. This agreement shall not be constituted or cited as a "past practice" by either Party. Additionally, this agreement shall not be used as evidence by either Party in any arbitration, court proceeding, or any other venue, except to enforce the explicit terms of this agreement.

South Brunswick Board of Education

*Lea M. Rodgers*

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

South Brunswick Head Custodian and  
Custodial Foreman Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

*Approved  
6/13/24*

A1.31-A

**MEMORANDUM OF AGREEMENT BETWEEN  
THE SOUTH BRUNSWICK BOARD OF EDUCATION  
AND:  
THE SOUTH BRUNSWICK EDUCATION ASSOCIATION;  
THE SOUTH BRUNSWICK ASSOCIATION OF PARAPROFESSIONALS;  
THE SOUTH BRUNSWICK SCHOOL MAINTENANCE ASSOCIATION;  
THE SOUTH BRUNSWICK SCHOOL BUS DRIVERS ASSOCIATION;  
THE SOUTH BRUNSWICK ASSOCIATION OF BEHAVIOR TECHNICIANS;  
THE SOUTH BRUNSWICK HEAD CUSTODIAN AND CUSTODIAL FOREMAN  
ASSOCIATION**

**WHEREAS**, the South Brunswick Board of Education ("Board") and the Associations named above ("Associations") (collectively the "Parties") are bound by the terms and conditions of collective bargaining agreements ("Agreements"); and

**WHEREAS**, the Parties have negotiated language that allowed for the use of the prior year's accumulated sick leave for specific family illness purposes as follows:

- South Brunswick Head Custodian and Custodial Foreman Association 2022-2027 Agreement: Article 8.A.6 (p.12)
- South Brunswick Association of Behavior Technicians 2023-2027 Agreement: Article 14.E (p.14)
- South Brunswick Association of Paraprofessionals 2022-2027 Agreement: Article 6.A.1 (p. 6)
- South Brunswick School Bus Drivers' Association 2022-2025 Agreement: Article 9.A.2 (p.16)
- South Brunswick Education Association 2022-2027 Agreement: Article 18.A.1.E (p.28)
- South Brunswick School Maintenance Association 2022-2027 Agreement: Article 9.K (p.19)

**WHEREAS**, P.L. 2023, c.95 expanded the use of school employees' eligible use of sick leave per NJSA 18A:30-1 that makes the negotiated family illness language redundant or is less generous than the law allows; and

**NOW, THEREFORE, BE IT RESOLVED**, that on this 22nd day of ~~June~~ 2024, the Parties hereto agree as follows:

August

1. Each Agreement shall have the following appended to the end of the respective section:

"The negotiated family illness language contained in this section shall be and remain inactive unless NJSA 18A:30-1 is altered in such a way that the language contained in this section provides an equal or better benefit than the law."

2. This Sidebar Agreement constitutes the entire understanding of the Parties and shall remain in full force and effect until the Parties negotiate otherwise.
3. All other terms and conditions of employment for each Association shall remain in full force and effect.

South Brunswick Board of Education

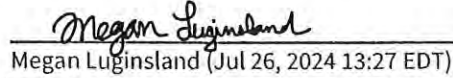
  
Board President

  
Board Secretary

8/22/24  
Date



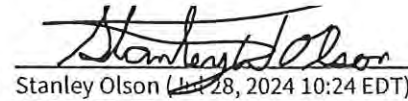
South Brunswick EA President

  
Megan Luginsland (Jul 26, 2024 13:27 EDT)

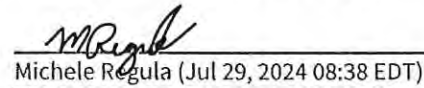
South Brunswick ABT President



South Brunswick AP President

  
Stanley Olson (Jul 28, 2024 10:24 EDT)

South Brunswick SMA President

  
Michele Regula (Jul 29, 2024 08:38 EDT)

South Brunswick SBDA President

  
Tom Kelly (Jul 29, 2024 10:39 EDT)

South Brunswick HCCFA President

07/28/2024

Date

Board approved  
8/22/24

H1.31-B

**MEMORANDUM OF AGREEMENT BETWEEN  
THE SOUTH BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK ASSOCIATION OF PARAPROFESSIONALS**

**WHEREAS**, the South Brunswick Board of Education ("Board") and the South Brunswick Association of Paraprofessionals ("Association"), collectively the "Parties," are bound by the terms and conditions of al collective bargaining agreement ("Agreement") through June 30, 2027; and

**WHEREAS**, the Parties desire to enter into this sidebar agreement for the purpose of clarifying when an employee is eligible for the Special Education Stipend per the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that on this \_\_\_\_ day of July 2024, the Parties hereto agree as follows:

1. Article 18 "Special Education Stipend" shall be modified as follows:

**Special Education & Preschool Stipend**

*The special education & preschool stipend in Appendix B applies to paraprofessionals assigned to all other special education and preschool students/programs not already receiving the autistic stipends.*

*\*A paraprofessional will receive only one (1) of the two (2) stipends (Special Education & Preschool or Autistic) in any year.*

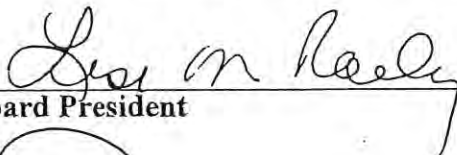
*\*The autistic stipend and special education & preschool stipend shall apply only to instructional paraprofessionals."*

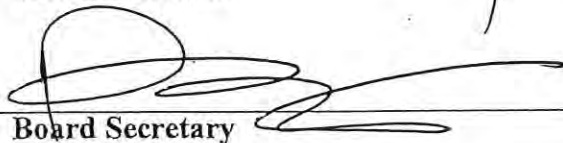
2. Appendix B – Stipends shall be modified as follows:

|                        | 2022-23  | 2023-24  | 2024-25  | 2025-26  | 2026-27  |
|------------------------|----------|----------|----------|----------|----------|
| Special Ed & Preschool | \$ 1,000 | \$ 1,118 | \$ 1,235 | \$ 1,353 | \$ 1,471 |

3. This Sidebar Agreement constitutes the entire understanding of the Parties and shall remain in full force and effect until the Parties negotiate otherwise.
4. All other terms and conditions of employment for each Association shall remain in full force and effect.

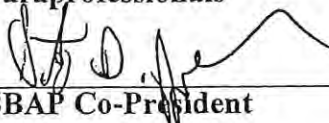
**South Brunswick Board of Education**

  
Board President

  
Board Secretary

8/22/24  
Date

**South Brunswick Association of  
Paraprofessionals**

  
SBAP Co-President

  
SBAP Co-President

Date

*Board  
approved  
8/22/24*



A131-C

**SIDEBAR AGREEMENT BETWEEN  
THE SOUTH BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK EDUCATION ASSOCIATION**

**WHEREAS**, the South Brunswick Board of Education ("Board") and the South Brunswick Education Association ("Association"), collectively the "Parties," are bound by the terms of a collective bargaining agreement ("Agreement") through June 30, 2027; and

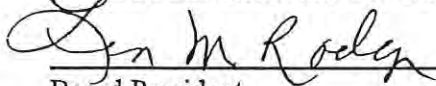
**WHEREAS**, through state and federal mandates, certain annual training is required of its certificated teaching staff on a variety of professional topics and many of these requirements are completed through a district-provided online platform, such as GCN, and occur outside of the certificated staff work day and work year; and

**WHEREAS**, the Parties wish to draft clear language in the Agreement to provide for compensatory or "give-back" time for teachers to complete these training requirements; and

**IT IS HEREBY AGREED AS FOLLOWS** between the Parties:

1. The following language shall be appended to the end of Article 15.G  
*For the purpose of teachers completing annual required training online, through a district-provided platform (ie: GCN), teachers shall be provided with compensatory or "give-back" time if this training is expected to be completed outside of the contractual work day and/or work year. This give-back time shall be provided minute for minute and be attached to the day before a weekend or school break (ie: NJEA Convention).*
2. This sidebar agreement represents the full understanding of the Parties.
3. All other terms and conditions of employment in the Agreement shall remain in full force and effect unless explicitly modified herein.

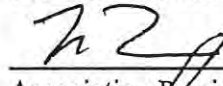
**South Brunswick Board of Education**

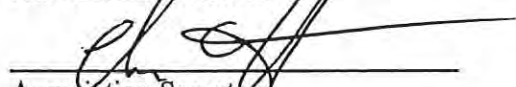
  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Board Secretary

Date: 8/22/24

**South Brunswick Education Association**

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Association Secretary

Date: 7/30/24

Board  
approved  
8/22/24

A1.31-D.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE SOUTH BRUNSWICK BOARD OF EDUCATION  
AND THE SOUTH BRUNSWICK EDUCATION ASSOCIATION**

**WHEREAS**, the South Brunswick Board of Education ("Board") and the South Brunswick Education Association ("Association"), collectively the "Parties," are bound by the terms and conditions of all collective bargaining agreement ("Agreement") through June 30, 2027; and

**WHEREAS**, the Parties desire to enter into this sidebar agreement for the purpose of clarifying when an employee recognized by the Association Agreement is eligible for longevity payment; and

**NOW, THEREFORE, BE IT RESOLVED**, that on this \_\_\_\_ day of July 2024, the Parties hereto agree as follows:

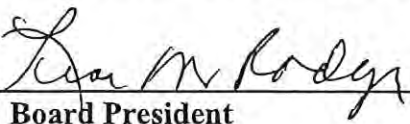
1. Each Appendix 1-F(b) shall be modified by the following:

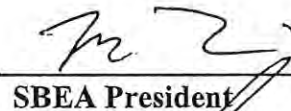
*"Longevity shall be defined as continuous years of service as a certificated staff member in this District and will be earned at the completion of the anniversary date of hire. Administrative approved leaves of absence (e.g. disability, child rearing, sabbatical, etc.) and reductions in force where the employee is subsequently recalled shall not constitute a break in service."*

2. This Sidebar Agreement constitutes the entire understanding of the Parties and shall remain in full force and effect until the Parties negotiate otherwise.
3. All other terms and conditions of employment for each Association shall remain in full force and effect.

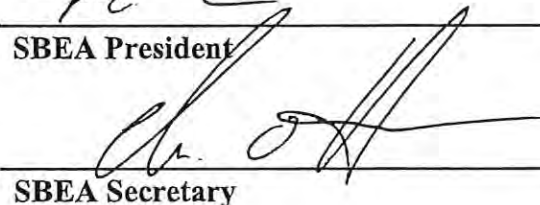
**South Brunswick Board of Education**

**South Brunswick Education Assoc.**

  
Board President

  
SBEA President

  
Board Secretary

  
SBEA Secretary

8/22/24  
Date

7/30/24  
Date

*Board approved  
8/22/24*