

**NEGOTIATED AGREEMENT**

BETWEEN THE

**SOUTH HUNTERDON REGIONAL  
EDUCATION ASSOCIATION, INC.**

AND THE

**SOUTH HUNTERDON REGIONAL  
SCHOOL DISTRICT BOARD OF EDUCATION**

FOR THE SCHOOL YEARS

**2022-2023**

**2023-2024**

**2024-2025**

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**SECTION A – APPLICABLE TO ALL STAFF COVERED BY THIS AGREEMENT  
AS SET FORTH IN ARTICLE I BELOW**

**PREAMBLE**

This Agreement is entered into this 1<sup>st</sup> day of July, 2022, by and between the South Hunterdon Regional School District Board of Education, hereinafter referred to as "the Board", and the South Hunterdon Regional Education Association, hereinafter referred to as the "Association."

WITNESSETH, for and in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025. No increments or salary increases shall be provided to employees between the expiration of this agreement on June 30, 2025 and ratification of a subsequent agreement.
- 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 first above written.

## **ARTICLE II**

### **RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of Teachers, Athletic Trainers, Guidance Counselors, School Nurses, Librarians, Child Study Team Personnel, Educational Support Professionals to include; secretarial staff, paraprofessionals and custodians; and other such personnel for whom representation may be established, pursuant to and in compliance with current New Jersey Public Law, but excluding all employees engaged in supervisory activities and all confidential secretaries/clerical personnel, including but not limited to Superintendent, Business Administrator, Principal, Assistant Principal, Director of Pupil Services, Director of Curriculum, Athletic Director, Secretary to the Business Administrator/Board Secretary, Secretary to the Superintendent/Board of Education, and Bus Drivers, Cafeteria Staff, Facility Manager and all other employees of the Board not specifically included above.

## ARTICLE III

### NEGOTIATIONS PROCEDURE

- A. A successor agreement shall be negotiated on a time-table in accordance with New Jersey Law in effect during the term of this Agreement.
- B. Designated representatives of the Board and the Association shall meet at mutually agreed times for regular negotiations sessions. The meetings would be for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach a mutually agreed upon contract. Both parties shall furnish each other, upon reasonable request, all available public information pertinent to the issue under consideration. When agreement is reached, covering the areas being negotiated, the proposed Agreement shall be reduced to writing and submitted to the Board and the Association for ratification.
- C. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and the Association for approval.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement, providing this Association represents the majority of the employees of the unit.
- E. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- A.
1. The term "grievance" means a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.
  2. An "aggrieved person" is the person, persons, or Association, covered under this Agreement as set forth in the Recognition clause, making the claim.
  3. A party in interest is the person or persons making the claim and any other member of the Association, including the Association or the Board who might be taken in order to resolve the claim.
  4. School days will be defined as those days when school is in session.

B. Purpose

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

C. Procedure

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practical.
2. All grievances shall be presented within ten (10) school days of the occurrence, or within ten (10) school days after an employee or association would reasonably be expected to know of its occurrence, for resolution at Level One. With the exception of Level One, all other levels must be submitted in writing.
3. Grievance forms, to be mutually developed by the Board and Association shall be available to staff through the Association.
4. Level One

An aggrieved person with a grievance shall first discuss it with their Principal or immediate supervisor, either directly or indirectly through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two

If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may present the grievance, in writing, to the Superintendent, either directly or through the Association's designated representative.

- a. The Level Two written presentation shall make known the full details of the grievance so that a decision can be based upon total pertinent information.
- b. If the grievance is resolved at this level, a written report will be submitted to the Board and Association for their records.
- c. If no mutually acceptable resolution is reached at this level within ten (10) school days, the aggrieved person can proceed to Level Three.

6. Level Three

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level Two, s/he may appeal to the Board. They must notify the Superintendent, in writing, no later than fifteen (15) days after the Level Two grievance was presented to the Superintendent.
- b. The Superintendent will forward the request immediately to the President of the Board, who will convene a hearing at its next regularly scheduled board meeting to hear the grievance.
- c. All records of the preceding meetings on this grievance will be forwarded to:
  - (1) The Board;
  - (2) Aggrieved Person; and
  - (3) Association Secretary or Chairperson of the Association's Grievance Committee.
- d. The aggrieved person may bring any Party of Interest to the hearing if s/he feels it necessary to present his/her grievance.
- e. The Board shall render a decision, in writing, within twenty (20) school days of the close of the hearing. A copy of this decision will be forwarded to those identified in paragraph (c) above via electronic and regular mail. The decision shall be deemed "received" on the date the electronic mail is sent.

7. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three s/he may, within five (5) school days of receipt of the written decision of the Board, request in writing that the Association

submit the grievance to binding arbitration, provided however, that only those disputes which arise out of a claim concerning the interpretation, meaning or application of the provisions of this Agreement shall be subject to arbitration. The Association may submit the grievance to binding arbitration no later than fifteen (15) school days after receipt of the aggrieved person's request. At the same time, the Association shall notify the Superintendent and the Board in writing of its action in submitting the grievance to binding arbitration.

- b. Timelines and procedures for arbitrator selection and arbitration shall be pursuant to the Public Employment Relations Commission (PERC).
- c. The arbitrator's decision shall be binding only and shall be in writing, setting forth his findings of fact, reasoning and decision on the issues submitted. In deciding grievances, the arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way: 1) the terms of the Agreement; 2) applicable law; or 3) rules or regulations having the force or effect of law. The arbitrator shall be without power to make any decision: 1) involving Board policy under its rules and regulations which survive this Agreement; or 2) limiting or interfering with the powers, duties and responsibilities of the Board under applicable law.
- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

D. Rights of Employees to Representation

An aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by no more than two (2) representatives selected by the Association. When an employee is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Separate Grievance File

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

2. Meetings and Hearings

No meetings or hearings under this procedure shall be conducted in public and all shall include only such parties in interest heretofore referred to in this Article.



3. Every attempt will be made by both parties to continue the grievance process until resolved. The process may continue during summer if necessary, pending the availability of the participants.
4. All employees, including the aggrieved person will continue under the direction of the Superintendent, regardless of the pendency of any grievance, until such grievance is determined in accordance with the terms of this contract.
5. It shall be the general practice to process grievances during times that do not interfere with assigned duties of employees.

## ARTICLE V

### UNION SECURITY CLAUSE

- A. Upon the request of the Association, the Board shall deduct a representative fee from the wages of each employee eligible to join the Association who is not a member of the Association.
- B. These deductions shall commence 30 days after notification from NJEA.
- C. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.
- D. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss whatsoever, arising as a result of said deductions.
- E. The Board of Education shall remit the amounts deducted to the Association monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.
- F. The Association shall establish and maintain at all times a demand and return system as provided by *N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L. 1979 C. 477)* and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property provided prior notice is given to the Superintendent or his/her designee; approval is given by the Superintendent or his/her designee; and that this shall not interfere with or interrupt normal school operations or functions having received prior approval.
- B. With prior approval of the Superintendent or his/her designee, the Association and its representatives shall have the right to use the school buildings for Association meetings.
- C. The Association shall have the right to use the school mailboxes, including email, in a reasonable manner so long as such Association material does not interfere with the school mail.
- D. 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 unit, as described in Article I, and to no other employee organization.
- E. On or before June 30 of each year, the Association shall notify the Superintendent of the name of the President for the following school year. The President shall not be assigned a duty period. It is expected that this time will be spent on Association business.

**ARTICLE VII**  
**SICK LEAVE**

- A. All ten-month employees shall be entitled to ten (10) accumulative sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. All eleven-month employees shall be entitled to eleven (11) accumulative sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. All twelve-month employees shall be entitled to twelve (12) accumulative sick leave days each school year. Unused sick leave days shall be accumulated from year to year to the full extent permitted by law.
- B. Once an individual has exhausted his/her accumulated sick leave days, no salary will be paid for absences subsequent to the aforementioned, unless through withdrawal from the sick bank. The Board of Education can also provide additional days through their powers under N.J.S.A 18A:30-6.
- C. All full-time employees with 10 years' service in District (or a predecessor district) who have accumulated a minimum of one hundred (100) unused sick days and no more than two hundred (200) unused sick days shall be compensated at a rate of sixty (60) dollars per day providing the following conditions are met:
1. Notification of retirement must be given by January 1 in order to be remunerated out of the subsequent budget no later than July 15.
  2. Notification of retirement after January 1 will result in a delay of payment to the second budget year not later than July 15.
  3. Medically validated disability will waive the January 1 condition. This shall affect those employees eligible for pension benefits as defined by Title 18A: 66-1 et seq., Teachers Pension & Annuity Fund and Public Employees Retirement System.
  4. The length of service for eligibility under this Paragraph shall include any employment with a predecessor school district (West Amwell, Lambertville, Stockton or South Hunterdon Regional High School District).
- D. Any employee who, as of June 30, 2014, had accumulated an amount of unused sick days, the value of which was in excess of \$12,000 per a collective bargaining agreement in place on June 30, 2014 with a predecessor district, shall be permitted to receive the value of those unused sick days pursuant to that former agreement or the value of his/her unused sick days pursuant to Paragraph C above, whichever is greater.
- E. No additional stipends or bonuses shall be paid for attendance and/or use of sick leave.
- F. Both parties acknowledge that the Sidebar Agreement dated February 24, 2020 is now part of this contract per the terms outlined in that agreement.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

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

1. Personal: Five (5) days leave of absence for personal matters, which require absence during school hours. These days will have the following stipulations.

For three (3) personal days, application to the Principal for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies or family illness) and shall only be for the following general reasons: legal, business, household or family matters. Approval for these personal days shall not exceed ten (10) percent of the staff for any one day. Any unused personal days of this type will convert to accumulated sick days after June 30 of a given year.

The additional two (2) personal days will be available to staff with no restrictions or requirements. When possible, the staff member will notify the Principal at least three (3) days before taking such leave. These two (2) personal days will not carry over if unused.

Except in the case of emergency or religious holiday, personal leave shall not be granted during the first week or last week of the school year, or immediately prior to or after a scheduled vacation period or school holiday without prior approval. Other leaves as specified below shall not be considered as personal matters.

2. Legal (Board business): Time necessary for appearance in any legal proceedings connected with the employee's employment if the employee is required by law to attend.
3. Bereavement: Up to five (5) days at any one time in the event of the death of the employee's spouse/domestic partner, father, mother, son, daughter, brother, sister, parent-in-law, grandparent or any other member of the immediate household. Additional bereavement leave for other relatives to be requested through the Superintendent and approved in his or her discretion.
4. Military Duty: Military leave shall be provided in accordance with Federal and State laws (current references include N.J.S.A. 38:23-1; N.J.S.A. 38:23-4; N.J.S.A. 38A:4-4).
5. Jury Duty: Employees assigned to jury duty shall be granted leave of absence without penalty upon written documentation from the clerk of the court verifying the dates of jury service. Employees shall first make all reasonable efforts to have jury duty rescheduled for a time period when school is not in session.
6. Other: Upon the recommendation of the Superintendent, other leaves of absence with pay may be granted by the Board for good reason. The employee may appeal the

decision of the Superintendent to the Board of Education. Any such grant or denial shall not be grievable and shall not establish past practice.

- B. Unused days provided pursuant to this Article shall not be subject to reimbursement or payout.

## ARTICLE IX

### INSURANCE PROTECTION

- A. The Board will provide health care insurance protection as designated below. Each employee shall contribute towards their health insurance an amount equal to 85% of the maximum Tier IV amount they otherwise would have been required to contribute pursuant to P.L. 2011, c. 78.
- B. Not including contributions required by law, including but not limited to those set forth in Paragraph "A", the Board shall pay the following with respect to health insurance premiums:
1. Medical: The base plan shall be AmeriHealth PPO 15. Employees shall be permitted to buy up to any other plan offered by the Board or elect any less expensive plan offered by the Board. If any employee chooses a more expensive plan, the employee shall cover the full difference between the offered base plan premium and the more expensive plan premium. If a health care insurance program other than the one referred to is adopted, such a plan shall provide a system of benefits equal to or better than that the aforementioned health care insurance program.
  2. Dental: The Board shall pay 60% of the premium for the employee's and their dependents for the dental plan in effect as of February 1, 2015 or a plan that is equal to or better than that plan. (Contribution payments under this Paragraph are retro-active to March 1, 2015). Dental coverage will not be offered to those already having said coverage equal to or better than the plan offered -- to be determined by a neutral broker.
  3. Prescription: The Board shall pay 100% of prescription coverage through the benefits plan in effect as of February 1, 2015 or a plan that is equal to or better than that plan.
  4. Upon the approval of the employee, the Board shall not be obligated to provide health care insurance to an employee who receives similar coverage from another source.
  5. If the medical and prescription drug combined plan's premiums exceed the threshold of the Patient Protection and Affordable Care Act's ("PPACA") Cadillac Tax (as implemented) both parties agree to reopen the contract within 30 days' notification that the threshold will be exceeded, to discuss how to avoid the impact of the Cadillac Tax.
- C. The Board will not provide medical, dental, or prescription benefits to any employee working less than twenty-five (25) hours per week with the exception of those employees who were working between 20 and 25 hours per week on July 1, 2014 and were receiving such benefits as of the date of ratification by all parties of this Agreement.
- D. For each ten-month employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to

assure uninterrupted participation in coverage. (Whenever retroactive premiums are necessary, payment structure shall be mutually agreed to between the employee and the District).

- E. The Board shall provide to each new employee a description of the health care insurance coverage provided under this Article no later than the beginning of the school year, which shall include a clear description of the conditions and limits of coverage as listed above. The Board shall provide to all employees a presentation of the medical and dental insurance programs prior to open enrollment during each year of this agreement.
- F. The Board shall provide dependent coverage to the same sex domestic partners of employees in the same manner as such coverage is provided to a spouse of an employee. For purposes of this provision, a same sex domestic partner shall be defined in accordance with N.J.S.A. 26:8A-3.
- G. Employees who demonstrate that they are covered through a spouse/domestic partner's medical plan shall be offered annually (July 1 to June 30) the option of waiving medical insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving coverage will receive the following for the year to which the waiver applies:
  - 1. \$3,250 if eligible for family coverage (which shall be defined as employee, spouse and one or more children); or
  - 2. \$2,250 if eligible for any other category.

The aforementioned shall be payable in two equal installments during the school year in which the waiver applies. The timeframe for such payments shall be set by the Administration. During any year in which an employee has waived family medical insurance coverage, the employee shall be able to terminate the waiver and re-enroll in the family health insurance coverage if the employee experiences a change in his/her need for the family coverage, including but not limited to divorce, death of a spouse, or loss of spouse's health insurance. Employees hired during the year who elect not to take the family coverage, and husband and wife employees terminating his/her employment prior to July 1 and employees terminating his/her waivers prior to July 1 shall receive the above waiver payment prorated.



## ARTICLE X

### DEDUCTIONS FROM SALARY

- A. The following shall apply:
1. The Board agrees to deduct from the salaries of its teachers, dues for the South Hunterdon Regional Education Association, Inc., the Hunterdon County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (*N.J.S.A.* 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 South Hunterdon Regional Education Association, Inc., 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. Teacher authorizations shall be in writing on the form provided by NJEA.
  2. Each of the associations named above, upon request, 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 change.
  3. Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.
  4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

## **ARTICLE XI**

### **BOARD'S RIGHTS**

The Board of Education, subject only to the express written provisions of this Agreement, and applicable New Jersey State Laws, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, and regulations and practices in furtherance thereof. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and Constitution and Laws of the United States.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

- A. 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.
  
- B. Any individual contract between the Board and a member of the unit, 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.

## **SECTION B – APPLICABLE TO TEACHERS ONLY**

### **ARTICLE I**

#### **SCHOOL CALENDAR AND WORK YEAR**

The in-school work year for teachers shall be no more than **185 days**.

New teachers – to the District - shall be required to report to school, as required by the Superintendent, for up to four (4) additional days for purposes of orientation and new teacher professional development.

Starting in 2023-2024, the calendar will reflect three professional development days in the month of August before students begin school. It is desirable to provide teachers with time to set up their classrooms before the start of the school year for students. For this reason, at least two (2) continuous hours during one of the professional development days before the beginning of the school year for students shall be dedicated to teacher-directed classroom time.

Final determination of the school calendar as well as any amendment thereto shall rest with the Board. The final copy of the Board-approved calendar will be provided to the Association.

## ARTICLE II

### TEACHING HOURS, TEACHING LOAD AND SPECIALISTS

A. Hours and Work Load:

1. The in-school workday for instructional staff shall be:

- a. Seven (7) hours and fifteen (15) minutes.
- b. The amount of time instructional staff will be required to spend during the workday will be divided into the following categories:

Lunch time:

Teachers shall have a daily unencumbered duty-free lunch of thirty (30) minutes.

Planning time:

Planning time for certificated instructional staff, which shall consist of one continuous teaching period/block per day.

Nurses, Guidance Counselors, and non-instructional Child Study Team personnel shall be exempt from the requirement of planning time.

Instructional/Supervision time:

All other time will be considered student contact time (either instructional or duty time).

- B. Teachers are expected to be at their assigned area of duty ten (10) minutes prior to the start of day. Teachers are expected to remain in their assigned building until ten (10) minutes after the end of the school day, with the exception of Fridays and the day before a Holiday, in which case they may leave immediately after the students are dismissed.
- C. The in-school workday for Child Study Team personnel, Librarians, Nurses, and Guidance Counselors shall be the same as that set forth in Paragraph A(1)(a) above. These employees shall also receive the same daily lunch period as instructional staff. For Child Study Team personnel and Guidance Counselors, work outside the aforementioned work day shall receive compensatory (comp) time. However, prior to an employee being eligible for compensation time, the employee must receive preapproval from the Superintendent or his/her designee. Compensatory time shall be on (1.0) hour per hour of additional time worked. Compensation time must be used within the same calendar year it is earned or the same school year that it is earned, whichever is longer.
- D. Employees shall sign in each day by scanning their ID card using the kiosk at each school.

- E. Employees may leave the school during the school day providing they are free from assignments by scanning their ID using the kiosk at each school. When half-day sessions are scheduled for students, staff members may leave the school campus for a lunch period of sixty (60) minutes after student dismissal.
- F. The following shall apply to the Middle and High School only:
1. Teachers shall not be assigned more than three (3) teaching blocks of instruction per day.
  2. Teachers teaching more than five (5) teaching blocks over a two (2) consecutive day period shall receive an annual stipend of \$4,250 (prorated to the semester schedule). This shall not apply to Librarians, Nurses, or Guidance Counselors. Teachers teaching more than five (5) teaching blocks shall not be assigned a duty period. The administration shall first seek volunteers for teaching a 6th block. If, in the Superintendent's determination, no acceptable candidate volunteers, the Board shall seek to fill the position externally, by hiring a qualified person. If, after seeking volunteers and attempting to fill the position with an outside qualified person, the position is still not filled, the administration may assign a teacher to teach a 6th block.
- G. Exceptions to the provisions of Section A and E above may be made in cases of unavoidable emergencies. The Association shall be notified in each such instance in advance.
- H. Participation in extracurricular activities shall be first subject to voluntary consent among appropriate choices. If there are a lack of teacher volunteers to cover such extracurricular activities, then teachers may be assigned at the discretion of the Superintendent. Effort shall be made to assign teachers to such activities impartially and equitably. Such assignments shall be reasonable in relation to the number and hours of duty.
- I. Teachers who perform cafeteria and/or playground duty during their thirty (30) minute duty-free lunch period shall be compensated at the rate of thirty dollars (\$30.00) per hour. Teachers will perform lunch or recess duties a maximum of one week per month worked during each school year. The administration will assign these weeks in an equitable way prior to the first day of the school year.
- J. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. If this happens, after five (5) blocks or ten (10) periods have been accumulated, a teacher shall be entitled to one (1) additional personal leave day. All days earned prior to twenty (20) working days before the close of school must be used in that school year. Coverage shall be arranged by the Principal or Superintendent and shall be distributed as equitably as possible among teachers. In lieu of an earned personal day, accumulated out of coverage, a teacher may elect to be compensated at a rate of forty-five (\$45) dollars per block or twenty-five (\$25) dollars per period.

- K. Staff members who are required to work additional days outside of the regular school year shall be compensated at their per diem rate. If they are required to work more than 20 additional days, they will also be compensated with one additional sick day for the following school year.

## **ARTICLE III**

### **NON-TEACHING DUTIES**

- A. Teachers shall not be required to drive to activities that take place away from the school district. A teacher may do so voluntarily, however, with advance approval. The teacher shall be compensated at the OMB per mile rate.
  
- B. Instructional staff, Child Study Team personnel, Librarians, Nurse, and Guidance Counselors may be required to remain after the end of the regular workday (as set forth in Article II above), without additional compensation, for the following:
  - 1. Professional Development or faculty meetings, including meetings, programs, seminars or Professional Learning Community meetings. Shall be required to attend up to a maximum of two (2) fifty-minute (50-minute) meetings per month. The meeting schedule shall be provide by the last day of school of the prior year. Changes to this schedule can be made by the administration for inclement weather and emergencies. Staff shall be given one week's advance notice of rescheduled date.
  
  - 2. Attendance at the annual "Back to School Night" for parents. Shall be mandatory for all certificated staff.
  
  - 3. Parent-Teacher Conferences. All K-6 instructional staff shall conduct parent-teacher conferences on three (3) consecutive evenings/afternoons in the fall and three (3) consecutive evenings/afternoons in the spring at the times and dates to be fixed by the Superintendent on an as needed basis. Staff will have a half day schedule on any designated conference day. Starting in the 2024-2025 school year, all K-8 instructional staff will conduct parent-teacher conferences on three (3) consecutive evenings/afternoons in the fall and three consecutive evenings/afternoons in the spring at all the times and dates to be fixed by the Superintendent on an as needed basis.
  
  - 4. New teachers shall also be required to attend up to five (5) afterschool orientation meetings during their first year of employment with the district without additional compensation.
  
- C. All staff will be required to attend a minimum of three (3) extracurricular activities each year. For middle school and high school staff, one of these events shall be Graduation, unless the Superintendent has approved of a staff member's non-attendance at Graduation in advance.
  
- D. Teachers required to remain overnight on any overnight trips shall be compensated one hundred and fifty dollars (\$150) per each night.



## ARTICLE IV

### TEACHER EMPLOYMENT

- A. Credit may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A and at the Board's sole discretion. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System shall be granted to all candidates holding certificates. Credit may also be granted for experiences in content related fields providing the candidate holds a standard certificate or certificate of eligibility. Initial placement on the salary guide shall be negotiated between the teacher and the Board. It shall not be grievable.
- B. A teacher must be employed by the Board for at least one half of the school calendar plus one day (i.e., 93 days) in any given employment year to be eligible for advancement to the next step in the following school year.
- C. Any individual teacher contract may be terminated by one party or the other upon sixty (60) days' notice. The non-renewal of non-tenured teaching staff shall not be subject to grievance.
- D. Effective July 1, 2019, children of Association members, who are full-time employees and live outside of the district, shall be permitted to enroll in grades \*K-12 in the district, without paying tuition, provided: (1) the District is able to provide an appropriate placement in the District, as determined by the District; (2) allowing the student to attend school in the District does not add additional extraordinary costs to the District's budget, as determined by the Board; (3) the child is domiciled in the same household of the employee and the employee is the child's legal guardian; and (4) the employee pursued enrollment in the District for the child through the Public School Choice Program (where applicable). This provision only requires the employee properly apply through the Public School Choice Program, it does not require that the student be accepted. If the Public School Choice Program is not available, then this requirement shall not be applicable.
- E. The Board shall provide new employees with an electronic copy of this agreement upon hiring.

## ARTICLE V

### TEACHER SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
  2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  3. Paydays shall be on the 15th and 30th of each month except as provided in five (5) and six (6) below.
  4. Teachers may individually elect to have a portion of their monthly salaries deducted from their pay. These funds may be paid to teachers on the final payday in June or as per their chosen summer pay option.
  5. When a payday falls on or during a school vacation, holiday, or weekend, teachers shall receive their paychecks on the last previous working day.
  6. Teachers shall receive their final checks on the last working day in June upon satisfactory completion of checkout list.
  7. The rate of pay for personnel holding extra-curricular contracts shall be in accordance with Schedule F.
  8. Fifty (50) percent payment of extracurricular contracts shall be made upon request in accordance with the following dates: for seasonal contracts: October 15, January 15, and April 15; and for 10-month contracts: January 15. Second fifty (50) percent shall be made upon completion of activity.
  9. Direct deposit shall be required for all employees. The Board shall provide for the direct deposit of the teacher's pay into the teacher's personal bank account at no cost to the employee, provided the Board's authorized bank of record provides such services.
  10. Lateral movement on the salary guide for continuing education credits shall be effectuated by the Board 30 days after the submission of required documentation to the Superintendent and Board of Education for approval.

## ARTICLE VI

### TEACHER ASSIGNMENT AND TRANSFER

- A. All teachers shall be given tentative written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than June 30. Final assignments shall be distributed no later than August 20.
- B. Involuntary Transfers:
1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
  2. In the event that a teacher objects to an involuntary transfer or reassignment, the Superintendent shall, upon the request of the teacher, meet with him/her. The teacher may, at his/her option, have the Association representative present at such meeting.
- C. Vacancies & Voluntary Transfers:
- The Association shall be notified in writing of all vacancies, including but not limited to instructional, extracurricular activities, home teaching, summer school, or federal programs, before any applications for such openings are considered.
- D. Upon request made by the teacher, custodial staff shall be available to assist teachers who are required to change classrooms or buildings as a result of either a voluntary or involuntary transfer.

## ARTICLE VII

### TEACHER EVALUATION

- A. Teacher evaluations shall be conducted in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey (TEACHNJ) Act, P.L. 2012, c. 26 or the current prevailing law in New Jersey.
- B. Review of personnel file:
  - 1. The Board shall be required to notify an employee and provide a copy of any materials added to an employee's personnel file. A teacher shall have the right to review the contents of his/her personnel file at the time of his/her evaluation and to discuss and, if necessary, process through the Grievance Procedure, objections to material or statements contained therein. Letters of recommendations shall not be subject to review by the teacher.
  - 2. The Board agrees not to establish any separate personnel file on which evaluations are based which is not available for the teacher's inspection.
  - 3. No material derogatory to a teacher's conduct, character or personality shall be placed in his/her personnel files unless the teacher has had an opportunity to review the material. Teachers shall also have the right to submit a written answer to such material within ten (10) days following the conference. The answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

## **ARTICLE VIII**

### **EXTENDED LEAVE OF ABSENCE AND SABBATICAL**

- A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment as provided by law.
  
- B. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:
  - 1. The Board may remove any pregnant teacher from their teaching duties on any one of the following bases:
    - a) Their teaching performance substantially declines from the period preceding pregnancy.
    - b) Their physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
      - 1. The pregnant teacher fails to produce a physician's certificate that they are medically able to continue teaching.
      - 2. The Board's physician concludes they are unable to continue teaching.
      - 3. A third physician, mutually agreed upon, will be called in to make a binding decision as to whether a teacher is capable of continuing service in the event of a disagreement. Cost to be borne by the Association.
  - 2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.
  - 3. Any tenured or non-tenured teacher seeking maternity leave shall apply to the Board no less than sixty (60) school days prior to the beginning of leave. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require the teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be subject to Paragraph 6 below.
  - 4. When the Board requests a medical opinion other than the opinion of the teacher's personal physician, said examination shall be at the Board's expense.

5. The Board is under no obligation to continue the employment of a non-tenured teacher beyond the contracted period. Maternity leave shall not be counted for tenure purposes.
  6. All teachers are permitted to take maternity leave consistent with the provisions of the FMLA and NJFLA. A tenured teacher may opt to take additional unpaid maternity leave for up to one (1) year, inclusive of any FMLA or NJFLA leave. If the teacher opts to take advantage of this additional leave, up to a total of one year, she shall be required to return to work either at the start of the school year or at the start of the second semester (third marking period), so as not to unduly disrupt the educational environment.
  7. Any teacher wishing to take unpaid paternity or bonding leave for the birth or adoption of a child may do so consistent with the provisions of this Paragraph B.
  8. Any teacher adopting an infant child may receive similar leave which shall commence upon his/her receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- C. A leave of absence without pay of up to one (1) year may be granted for the teacher's own serious medical condition or for the purpose of caring for a sick member of the teacher's immediate family, as set forth in the applicable provisions of the FMLA and NJFLA. As with Paragraph B (6) above, if the teacher opts to take advantage of this additional leave, up to a total of one year, they shall be required to return to work either at the start of the school year or at the start of the second semester (third marking period), so as not to unduly disrupt the educational environment.
- D. With the exception of that which is outlined in this Article, all other aspects of family or medical leaves of absence shall be governed by the provisions of the FMLA and NJFLA.
- E. A teacher seeking a leave of absence under this Article shall be required to utilize all paid accrued sick leave, where permitted by law, concurrently with any leave afforded under this provision.
- F. All extensions or renewals of leaves shall be applied for in writing at least ninety (90) days prior to the requested date of such extension or renewal. When and if approved, such extensions or renewals shall be granted in writing.
- G. Sabbatical Leave:

A sabbatical leave may be granted to a teacher by the Board for the study of courses, including the study of courses in another area of specialization for the purpose of improving the teacher's value to the district within their scope of present or future assignments. This sabbatical will be for coursework in the amount of 12 credits in an area to be approved by the Superintendent.

1. Sabbatical leave shall be granted at the discretion of the Superintendent. In no event shall sabbatical leave be granted to more than one (1) faculty member for every forty (40) teachers employed at any one time.

2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 15; and action must be taken on all requests no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested. To qualify for a possible grant of sabbatical leave a teacher shall present and agree to follow a program that includes the equivalent of twelve (12) credits for one (1) year of sabbatical leave.
  3. To qualify for possible grant of sabbatical leave, the teacher must have completed at least seven (7) full school years of service in the South Hunterdon Regional School District or two (2) years in the service of the South Hunterdon Regional School District and five (5) years in one of the predecessor districts (South Hunterdon Regional high School District, West Amwell, Stockton, or Lambertville).
  4. A teacher on sabbatical leave shall be paid the difference between their salary and that of his/her replacement.
  5. A teacher must commit to return to the district for at least two full school years or must repay to the district the salary paid to that teacher during the sabbatical leave.
  6. A teacher shall not advance on the salary schedule for the time period they were on sabbatical leave. Horizontal movement on the salary schedule shall be granted for course work completed and credits received during the sabbatical leave, consistent with the salary schedule in place at the time of his/her return to the district.
  7. Where an individual fails to complete the program of twelve credits during the sabbatical leave with a passing grade of at least a B average, the salary paid to the individual on leave shall be repaid to the district proportionate to the amount of credits not completed.
  8. When a teacher returns from sabbatical leave they may be required to prepare a report to the Board and/or turn-key the knowledge learned during the sabbatical to other teaching staff during a professional development program, at the discretion of the Superintendent, and without additional compensation.
- H. A leave of absence, without pay, of up to three (3) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, the National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship. No such request will be considered unless presented in writing to the Superintendent at least ninety (90) days prior to the end of the school year immediately preceding the school year in which the teacher seeks to take such leave.

## ARTICLE IX

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse tenured certificated teaching staff members up to twelve thousand (\$12,000) dollars between July 1 and June 30 of any two (2) year period in connection with any course(s) approved by the Superintendent. Approved courses will consist of those taken at an accredited institution and involved in a prescribed degree program related to the employee's current or future job responsibilities.
1. All course work for which the Board is expected to make payment must be approved by the Superintendent in advance of registering for coursework.
  2. Tuition (including mandatory fees) reimbursement for the FIRST COURSE taken by any qualified teacher in a fiscal year shall be reimbursed in full at the current Rutgers University rate for combined tuition and mandatory fees.
  3. Reimbursement for additional courses shall be taken from the balance of funds after all FIRST COURSE reimbursement has been made.
  4. Reimbursement for any additional courses taken by any one teacher during one fiscal year shall be based upon a pro rata percentage of the total number of credits, not including FIRST COURSE credits, taken by all other qualified teachers during that fiscal year.
  5. The association shall be notified in the event that one-half of the available funds have been expended by December 30<sup>th</sup> of any fiscal year.
  6. Reimbursement will be made by the Board, using the total amount of Rutgers tuition and mandatory fees as identified by the university on its official tuition bill, upon submission by the staff member to the Superintendent of receipts for payment from the college/university as well as satisfactory completed with a passing grade of a "B" or better.
  7. Courses completed after June 1 of a given school year will count towards the next year's total.
- B. A non-tenured teacher shall be ineligible for course work reimbursement in their first two full years of employment in the district. During years three and four of employment, a non-tenured teacher shall be reimbursed up to five thousand, five hundred (\$5,500) dollars in connection with any course(s) approved by the Superintendent. The provisions of A(1) through A(7) above will apply.



- C. The Board's total expenditure shall not exceed eighty thousand (80,000) dollars per school year for all course work taken pursuant to Paragraph's A and B above, which shall also include any courses approved by Superintendent for paraprofessional staff. The association shall have the right to review the pay-out calculations. If there is not enough money under the cap to reimburse for the first course, the balance will be taken from the next year's capped amount. The remaining balance to be paid above the current year's cap shall be paid by July 1 of the next fiscal year.
- D. The following provision applies for courses approved prior to July 1, 2022 or prior to ratification of this agreement. In the event a teacher voluntarily resigns from the district within one year of receiving tuition reimbursement pursuant to this Article, the teacher agrees to repay to the district all tuition monies paid to the teacher during the final year of employment pursuant to this Article. This provision may be waived by the Superintendent, in their sole discretion, with approval by the Board.
- E. The following provision applies for courses approved on July 1, 2022 or afterwards, or following ratification of this agreement. The following provision will go into effect after the 2023-2024 school year. In the event a teacher voluntarily resigns from the district within three years of receiving tuition reimbursement pursuant to this Article, except in the case of moving to another job within the district, retirement, disability, death, involuntary nonrenewal, or a reduction in force, the teacher agrees to repay to the district tuition monies paid to the teacher during the final year of employment pursuant to this Article, according to the following schedule.
1. If the teacher voluntarily resigns from the district up to one year from the date the tuition reimbursement is paid, the teacher agrees to repay 100% the money received as tuition reimbursement during the final year of employment.
  2. If the teacher voluntarily resigns from the district between one and two years from the date the tuition reimbursement is paid, the teacher agrees to repay sixty six percent (66%) of the money received as tuition reimbursement during the final year of employment.
  3. If the teacher voluntarily resigns from the district between two and three years from the date the tuition reimbursement is paid, the teacher agrees to repay thirty-three percent (33%) of the money received as tuition reimbursement during the final year of employment.
- F. The Board shall pay the cost of workshops, seminars, conferences, in-service training seminars or other sessions in which a teacher is involved, with the approval of the Superintendent.
- G. Teachers may make visitations or be assigned to make visitations to other school districts for the purpose of observing or meeting with educational personnel. Permission for such visitation shall be obtained from the Principal or Superintendent.

- H. A joint committee consisting of administration and Association members shall be formed to recommend pertinent topics for in-service training sessions. Service on this committee shall be voluntary and not subject to additional compensation.

## **ARTICLE X**

### **INSTRUCTIONAL PLANNING**

- A. Evidence of instructional planning, including substitute work, shall be in place in a form and fashion consistent with administrative requirements and oversight.

## **SECTION C – APPLICABLE TO ATHLETIC TRAINER ONLY**

### **ARTICLE I**

#### **ALL PROVISIONS APPLICABLE TO ATHLETIC TRAINER**

- A. The Athletic Trainer is recognized as a teacher with the exception of the following terms of employment.
- B. The Athletic Trainer shall be placed on the Teacher's Salary Guide as determined by the Superintendent upon hiring.
- C. The regular work year shall commence and end as determined by the NJSIAA or other governing body. However, the Athletic Trainer may be required to work prior to the start of the regular work year. Days worked beyond this work year shall be paid at the individual's per diem rate.
  - 1. The Athletic Trainer shall report to work at 10:30 AM and shall remain in the district until the close of practice or games during the spring and fall sports' seasons. During winter sports' season the Athletic Trainer shall report to work at 1:00 PM and shall remain in the district until the close of practice time or competition event.
  - 2. When half-day sessions or in-service days are scheduled, the Athletic Trainer shall report to work one-half (.5) hour before practice time or competition event and remain until the close of practice or competition event.
  - 3. During the break between sport's seasons the Athletic Trainer is not required to be present in district in the event that there is time between seasons where no athletic events are occurring. These dates are established annually by the NJSIAA or high school athletic governing body.

## SECTION D – APPLICABLE TO SECRETARIES ONLY

### ARTICLE I

#### ALL PROVISIONS APPLICABLE TO SECRETARIES

- A. All secretarial personnel shall be paid in accordance with the Secretary's Salary Guide Schedule
- B. Salaries are to be paid consistent with Section B, Article V as applicable to teachers.
  
- B. The word "employee" as used in this Section and Article shall refer to secretarial personnel.
  
- C. Initial placement on the salary guide shall be negotiated between the employee and the Board. It shall not be grievable.
  
- D. Each employee will be notified of their contract and salary status, if known, by May 15.
  
- E. The workday for these full-time employees shall consist of a seven and one half (7.5) hour workday, five days per week, exclusive of lunchtime. Exceptions to this, as necessary, may be made by the Superintendent on an equitable basis.
  
- F. Starting times for secretaries in the school buildings may be scheduled up to one half hour before the start of the student day, and the duties, responsibilities, and assignments of secretaries may be determined with respect thereto. A lunch break of 30 minutes and two (2) fifteen minute breaks (one (1) break in the AM and one (1) break in the PM) shall be granted per day.
  - 1. On scheduled half-day sessions and days in which students are not in school, all employees may leave the school grounds for a one-hour lunch.
  
- G. Paid vacations for full-time employees shall be determined by the length of time that they have been employed in the district. These employees shall be entitled to this vacation time in accordance with the following schedule:
  - 1. Twelve (12) month employees:
    - a. First (1st) year..... one week (5 days)
    - b. Second thru fifth (2nd thru 5th) year..... two weeks (10 days)
    - c. Sixth thru ninth (6th thru 9th) year..... three weeks (15 days)
    - d. Ten (10) years or more shall receive one (1) working day for each additional year until a maximum of twenty (20) days has been obtained.

Twelve (12) month employees shall be granted vacation days per request and with the approval of the Superintendent. Whenever possible, vacations should be taken when school is not in session.

Twelve (12) month employees who were employed by a predecessor district on June 30, 2014 and who, on that date, had earned twelve (12) vacation days pursuant to a contract in effect on

June 30, 2014, shall be granted twelve (12) vacation days per year until they are eligible under Paragraph 1(c) above to receive fifteen (15) days.

2. Eleven (11) month employees:

- a. First (1st) year..... three days
- b. Second thru fifth (2nd thru 5th) year..... six days
- c. Sixth thru ninth (6th thru 9th) year..... nine days
- d. Ten (10) years or more shall receive one (1) working day for each additional year until a maximum of fifteen (15) days has been obtained.

Eleven (11) month employees shall be granted vacation days per request and with the approval of the Superintendent. Whenever possible, vacations should be taken when school is not in session.

3. All vacation time enumerated in this ARTICLE must be used during the contract year indicated. Special consideration, with the approval of the Superintendent, concerning carryover time may be considered. No more than five (5) carryover days may be allowed. Such carryover days may not be cumulative, that is, the days must be used the following year in accordance with all other contractual provisions.

H. During the academic school year, employees shall be entitled to the same holidays as shown on the school calendar for teachers. In addition, eleven (11) and twelve (12) month employees will be entitled to the following holidays: July 4 and Labor Day. However, should the need for secretarial support arise during multi-day holidays, as determined by the Superintendent, employees shall be obligated to come in for no additional payment. An administrator shall be present in the building anytime a secretary is required to work during a multi-day holiday.

I. All employees shall be evaluated by appropriate supervisory personnel including the Superintendent and Principal. The evaluation instrument will be mutually agreed upon by the SHREA and the administration.

J. Personal and Sick Days for Secretaries:

1. 12-month secretaries shall be entitled to three (3) personal days and twelve (12) sick days.
2. 11-month secretaries shall be entitled to three (3) personal days and eleven (11) sick days.
3. 10-month secretaries shall be entitled to three (3) personal days and ten (10) sick days.

K. If school is closed on a normally scheduled school day for inclement weather or other emergency, the Superintendent will advise staff whether to come to work based upon (a) safety of the employee and individual conditions; and (b) existing workload and need. When there is a delayed opening, employees shall report to work one half hour prior to scheduled student arrival. One secretary shall be required, through procedures and technology determined by the

Board, to remain available to communicate with parents and staff on issues related to transportation. Secretaries will be selected on a rotating or voluntary basis.

- L. Effective July 1, 2019, children of Association members, who are full-time employees and live outside of the district, shall be permitted to enroll in grades \*K-12 in the district, without paying tuition, provided: (1) the District is able to provide an appropriate placement in the District, as determined by the District; (2) allowing the student to attend school in the District does not add additional extraordinary costs to the District's budget, as determined by the Board; (3) the child is domiciled in the same household of the employee and the employee is the child's legal guardian; and (4) the employee pursued enrollment in the District for the child through the Public School Choice Program (where applicable). This provision only requires the employee properly apply through the Public School Choice Program, it does not require that the student be accepted. If the Public School Choice Program is not available, then this requirement shall not be applicable.

#### M. Reduction in Force (R.I.F)

In all cases of a reduction in force (R.I.F.) where-in any employee with tenure has had their position eliminated, recall shall begin with the employee with the greatest amount of seniority in the employment category at the time of termination.

Names of those terminated due to a R.I.F. shall be placed on a "recall list" for a period of one (1) year beyond the termination date. No right to recall shall continue beyond one year from the termination date.

Unit members on the list shall be given preference for vacancies in any unit category for which they are qualified, provided that no individual is on the recall list in that category irrespective of seniority.

The affected unit members shall be notified by certified mail, return receipt requested, mailed to the unit member's last address on record with the board secretary's office, when a vacancy or new position becomes available. They shall have two (2) weeks to accept the position (calculated from the date of the mailing) and to commence work within three (3) weeks from the date of acceptance, or they forfeit any right to the position. If the affected employee refuses employment in a category equal to the category held at the time of the R.I.F., the employee's name shall be removed from the recall list.

## SECTION E – APPLICABLE TO CUSTODIANS ONLY

### ARTICLE I

#### ALL PROVISIONS APPLICABLE TO CUSTODIANS

- A. Custodians shall be paid in accordance with the Custodians Salary Guide. Salaries are to be paid consistent with Section B, Article V as applicable to teachers.
- B. The word “employee” as used in this Section and Article shall refer to custodians.
- C. Initial placement on the salary guide shall be negotiated between the employee and the Board. It shall not be grievable.
- D. Each employee will be notified of his/her contract and salary status, if known, by May 15.
- E. The work week for these full-time employees shall be thirty-seven and one-half (37.5) hours per week. Exceptions to this, as necessary, may be made by the Superintendent on an equitable basis.
- F. Custodial Holidays shall include: Labor Day, Yom Kippur, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, and Independence Day. Two additional floating holidays shall be granted upon submission of request.
  - 1. Custodians are required to work on days school is in session without additional compensation unless on personal day.
  - 2. If an employee is required to work on one of the following holidays or on one of there selected and approved floating holidays, they shall receive compensatory (comp) time off at a rate of 1:1. This shall not apply if school is in session. Holidays: Yom Kippur, Day after Thanksgiving, Martin Luther King Day, President’s Day, Good Friday, and Independence Day.
  - 3. If an employee is required to work on one of the following holidays, they shall have the option of receiving compensatory (comp) time off at a rate of 2:1 or being paid double time for each hour worked: Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day, Easter, and Memorial Day. Comp time will be offered to custodians on a rotating basis, ensuring that all custodians have equal opportunity to earn compensatory time. The Association is entitled to request a list of who has received comp time.
- G. In the event of an emergency call in, pay shall be time and one half for a minimum of three hours.
- H. A custodian may carry over five vacation days if they so requests.



1. The first week of vacations shall be determined by seniority. The second week, seniority is not a factor.
2. The following *years of service* chart will apply for length of vacation time:
  - a. First (1st) year..... one week (5 days)
  - b. Second thru fifth (2nd thru 5th) year..... two weeks (10 days)
  - c. Sixth thru ninth (6th thru 9th) year..... three weeks (15 days)
  - d. Ten (10) years or more shall receive one (1) working day for each additional year until a maximum of twenty (20) days has been obtained.

Twelve (12) month employees shall be granted vacation days per request and with the approval of the Superintendent. Whenever possible, vacations should be taken when school is not in session.

3. Twelve (12) month employees who were employed by a predecessor district on June 30, 2014 and who, on that date, had earned twelve (12) vacation days pursuant to a contract in effect on June 30, 2014, shall be granted twelve (12) vacation days per year until they are eligible under Paragraph 1(c) above to receive fifteen (15) days.

Any custodian who was formerly a custodian of the predecessor West Amwell School District and who, as of the effective date of this Agreement, is entitled to four (4) weeks of vacation shall continue to be entitled to four (4) weeks of vacation notwithstanding any of the provisions of this Article.

- I. Saturdays and Sundays shall be normal work days for those contracted as such. All other employees shall be paid as outlined below:

Saturdays and Sundays – time and one half

- J. A one-time stipend of \$500.00 shall be paid to any custodian who obtains a Black Seal License. The District shall reimburse employees for the cost of renewing the Black Seal License when required.
- K. Time allotted for lunch will be 30 minutes, and there will be two 15-minute breaks for each employee daily.
- L. On the 6<sup>th</sup> consecutive day of the Head Custodian's absence, the designated replacement shall be paid a 20% differential based on their current salary.
- M. The District shall provide a stipend of \$300 to each custodian for the purchase of uniforms (including but not limited to shirts, boots, sweatshirts, etc.) limited to items to be identified in a catalog created by the Board.
- N. All custodial, maintenance and grounds staff must report to work for emergencies, which include snow days. On days schools and offices are closed due to weather conditions, employees shall not be asked to report to work when the Governor declares a state of emergency

that specifically states only essential personnel are allowed on roads due to weather conditions. Unless such a declaration is made, custodians may be required to report to work at the discretion of the Superintendent. Notice to custodians who must report to work will be given as soon as practically possible.

Any custodial, grounds or maintenance staff worker who calls out sick on a school closing or emergency shut down more than once in a school year, will be required to bring in a medical note upon their return to work beginning with the second sick day used and on each subsequent non-consecutive occasion during that school year. Failure to provide a medical note within one (1) week will result in dockage of one day's pay for each day missed beyond the first day.

- O. Effective July 1, 2019, children of Association members, who are full-time employees and live outside of the district, shall be permitted to enroll in grades \*K-12 in the district, without paying tuition, provided: (1) the District is able to provide an appropriate placement in the District, as determined by the District; (2) allowing the student to attend school in the District does not add additional extraordinary costs to the District's budget, as determined by the Board; (3) the child is domiciled in the same household of the employee and the employee is the child's legal guardian; and (4) the employee pursued enrollment in the District for the child through the Public School Choice Program (where applicable). This provision only requires the employee properly apply through the Public School Choice Program, it does not require that the student be accepted. If the Public School Choice Program is not available, then this requirement shall not be applicable.
  
- P. Custodial/maintenance employees employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:
  - A. Courses are related to the custodial/maintenance field, but need not be college accredited.
  - B. Courses must be approved in advance by the Superintendent.
  - C. Courses must be successfully completed. Where grades are provided, a grade of "B" or higher must be attained.
  - D. Not more than six (6) credits or the equivalent of two (2) courses per fiscal year shall be reimbursed.
  - E. The items eligible for reimbursement are tuition and any mandatory fees as identified on the official tuition bill. The costs of any non-mandatory fees, books or transportation are not eligible for reimbursement.
  - F. The Board's total expenditure shall not exceed five thousand (5,000) dollars per school year for all course work taken pursuant to Paragraph's A and B above. The association shall have the right to review the pay-out calculations. If there is not enough money under the cap to reimburse for the FIRST COURSE, the balance will be taken from the next year's capped amount. The remaining balance to be paid above the current year's cap shall be paid by July 1 of the next fiscal year.

Q. Reduction in Force (R.I.F.)

In the event that a position is eliminated due to a reduction in force, one of the factors considered when deciding which employee is terminated by operation of the R.I.F. will be the seniority (including predecessor districts) of the given custodian as compared to all employees in the same employment category, when deciding which employee is terminated.

In the event an employee has their position eliminated due to a reduction in force (R.I.F.), the Board shall create a "notification list" and shall maintain that list for a period of one (1) year beyond the termination date.

Unit members on this list shall be notified of vacancies in any unit category for which they are qualified and shall be provided the right to be considered for this position. "Consideration" shall consist, in the minimum, of an interview.

The affected unit members shall be notified by certified mail, return receipt requested, mailed to the unit member's last address on record with the board secretary's office, when a vacancy or new position becomes available. They shall have one (1) week to contact the district to set up an interview (calculated from the date of the mailing) and two (2) weeks to accept the position if offered (calculated from the date of offer) and must commence work within three (3) weeks from the date of acceptance, or they forfeit any right to the position.

If the affected employee refuses employment in a category equal to the category held at the time of the R.I.F., the employee's name shall be removed from the notification list.

No right to notification shall continue beyond one year from termination date.

**SECTION F – APPLICABLE TO PARAPROFESSIONAL ONLY**  
**ARTICLE I**

**ALL PROVISIONS APPLICABLE TO PARAPROFESSIONALS.**

- A. A Paraprofessional assists a regular classroom or Special Education classroom Teacher in a classroom.
- B. All Paraprofessionals shall be paid in accordance with the Paraprofessional's Salary Guide Schedule D. Salaries are to be paid consistent with Section B, Article V as applicable to teachers
- C. The word “employee” as used in this Section and Article shall refer to all Paraprofessionals.
- D. Initial placement on the salary guide shall be negotiated between the employee and the Board. It shall not be grievable.
- E. If the District requests or requires an aide to attend a workshop, the Board will pay the tuition cost of the workshop.
- F. Employees shall be subject to the same work year as teachers.
- G. When half-day sessions are scheduled for students, employees may leave the school campus for a lunch period of sixty (60) minutes.
- H. An employee who is resigning from their position shall give 30 day's written notice.
- I. All known vacancies shall be posted. Applications concerning this vacancy from Association members must be received within five (5) working days of the notice to be considered as candidates for this position. Notice of the decision shall be posted within five (5) days after official action by the Board.
- J. Employees who desire to have a change in assignment may file a written request of such desire at any time via their Principal or immediate supervisor to the Superintendent. Such request shall include position in order of preference.
- K. Notice of transfer or reassignment which changes working hours only shall be given to the employee at least three (3) working days prior to transfer or reassignment.
- L. Any transfer or reassignment shall be made only after meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof.

- M. All employees shall be required to obtain a substitute teaching certificate. The Board shall pay the cost of renewal of a substitute certificate. Any Paraprofessional employed on July 1, 2014 who does not have a substitute certificate or cannot obtain a substitute certificate will not be required to obtain said certificate.
- N. Paraprofessionals shall be entitled a 30-minute unencumbered duty-free lunch period every day.
- O. Paraprofessionals may seek approval from the Superintendent to attend workshops, seminars, college classes or conferences directly relevant to his or her assignment. Approval by the Superintendent shall be in the Superintendent's sole discretion and the Superintendent's decision shall not be grievable. If approved, the Board shall pay the cost of the aforementioned workshops, seminars, college classes or conferences. The approval of any college class is subject to the provisions of Section B, Article IX, Paragraphs A (3), C, and D as applicable to teachers.
- P. The Paraprofessional length of work day shall be the same as for teachers.
- Q. All paraprofessionals shall be paid a "substitute" stipend in the amount of \$300 annually, to be paid in the last paycheck of the school year. Such amount shall compensate paraprofessionals for serving as substitute teachers in the district throughout the year.
- R. Effective July 1, 2019, children of Association members, who are full-time employees and live outside of the district, shall be permitted to enroll in grades \*K-12 in the district, without paying tuition, provided: (1) the District is able to provide an appropriate placement in the District, as determined by the District; (2) allowing the student to attend school in the District does not add additional extraordinary costs to the District's budget, as determined by the Board; (3) the child is domiciled in the same household of the employee and the employee is the child's legal guardian; and (4) the employee pursued enrollment in the District for the child through the Public School Choice Program (where applicable). This provision only requires the employee properly apply through the Public School Choice Program, it does not require that the student be accepted. If the Public School Choice Program is not available, then this requirement shall not be applicable.
- S. Employees shall receive their unencumbered thirty (30) minute lunch on delayed opening days, provisions for which will be scheduled by the administrative staff prior to the beginning of the school year.
- T. Reduction in Force (R.I.F.)

In the event that a position is eliminated due to a reduction in force, one of the factors considered when deciding which employee is terminated by operation of the R.I.F. will be the seniority (including predecessor districts) of the given paraprofessional as compared to all employees in the same employment category, when deciding which employee is terminated.

In the event an employee has their position eliminated due to a reduction in force (R.I.F.), the Board shall create a "notification list" and shall maintain that list for a period of one (1) year beyond the termination date.

Unit members on this list shall be notified of vacancies in any unit category for which they are qualified and shall be provided the right to be considered for this position. "consideration" shall consist, in the minimum, of an interview.

The affected unit members shall be notified by certified mail, return receipt requested, mailed to the unit member's last address on record with the board secretary's office, when a vacancy or new position becomes available. They shall have one (1) week to contact the district to set up an interview (calculated from the date of the mailing) and two (2) weeks to accept the position if offered (calculated from the date of offer) and must commence work within three (3) weeks from the date of acceptance, or they forfeit any right to the position.

If the affected employee refuses employment in a category equal to the category held at the time of the R.I.F., the employee's name shall be removed from the notification list.

No right to notification shall continue beyond one year from termination date.

- U. All employees shall be given tentative written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than two weeks before the first day of school.
- V. Paraprofessionals hired before regionalization by any of the predecessor districts shall be entitled to an equal portion of a one-time stipend of \$24,000 at the start of the 2022-2023 school year. This would include approximately seven current employees who would split, equally, this lump sum stipend.

## Schedule A

South Hunterdon Regional Education Association Teacher Salary Guide

### Teacher Salary Guide 2022-2023

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	59,065	59,815	61,315	63,565	64,315	66,565
2	59,565	60,315	61,815	64,065	64,815	67,065
3-4	60,265	61,015	62,515	64,765	65,515	67,765
5-6	61,065	61,815	63,315	65,565	66,315	68,565
7	61,960	62,710	64,210	66,460	67,210	69,460
8	62,960	63,710	65,210	67,460	68,210	70,460
9	64,450	65,200	66,700	68,950	69,700	71,950
10	65,950	66,700	68,200	70,450	71,200	73,450
11	67,450	68,200	69,700	71,950	72,700	74,950
12	68,950	69,700	71,200	73,450	74,200	76,450
13	70,450	71,200	72,700	74,950	75,700	77,950
14	71,950	72,700	74,200	76,450	77,200	79,450
15	73,450	74,200	75,700	77,950	78,700	80,950
16	74,950	75,700	77,200	79,450	80,200	82,450
17	76,450	77,200	78,700	80,950	81,700	83,950
18	77,950	78,700	80,200	82,450	83,200	85,450
19	79,450	80,200	81,700	83,950	84,700	86,950
20	81,005	81,755	83,255	85,505	86,255	88,505
21	82,660	83,410	84,910	87,160	87,910	90,160
22	84,415	85,165	86,665	88,915	89,665	91,915
23	86,270	87,020	88,520	90,770	91,520	93,770
24	88,225	88,975	90,475	92,725	93,475	95,725

### Teacher Salary Guide 2023-2024

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	60,400	61,150	62,650	64,900	65,650	67,900
2	60,900	61,650	63,150	65,400	66,150	68,400
3	61,400	62,150	63,650	65,900	66,650	68,900
4-5	62,200	62,950	64,450	66,700	67,450	69,700
6-7	63,095	63,845	65,345	67,595	68,345	70,595
8	64,095	64,845	66,345	68,595	69,345	71,595
9	65,585	66,335	67,835	70,085	70,835	73,085
10	67,085	67,835	69,335	71,585	72,335	74,585
11	68,585	69,335	70,835	73,085	73,835	76,085
12	70,085	70,835	72,335	74,585	75,335	77,585
13	71,585	72,335	73,835	76,085	76,835	79,085
14	73,085	73,835	75,335	77,585	78,335	80,585
15	74,585	75,335	76,835	79,085	79,835	82,085
16	76,085	76,835	78,335	80,585	81,335	83,585
17	77,585	78,335	79,835	82,085	82,835	85,085
18	79,085	79,835	81,335	83,585	84,335	86,585
19	80,585	81,335	82,835	85,085	85,835	88,085
20	82,140	82,890	84,390	86,640	87,390	89,640
21	83,795	84,545	86,045	88,295	89,045	91,295
22	85,550	86,300	87,800	90,050	90,800	93,050
23	87,405	88,155	89,655	91,905	92,655	94,905
24	89,360	90,110	91,610	93,860	94,610	96,860



**Teacher Salary Guide 2024-2025**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	61,950	62,700	64,200	66,450	67,200	69,450
<b>2</b>	62,450	63,200	64,700	66,950	67,700	69,950
<b>3</b>	62,950	63,700	65,200	67,450	68,200	70,450
<b>4</b>	63,450	64,200	65,700	67,950	68,700	70,950
<b>5-6</b>	64,290	65,040	66,540	68,790	69,540	71,790
<b>7-8</b>	65,290	66,040	67,540	69,790	70,540	72,790
<b>9</b>	66,780	67,530	69,030	71,280	72,030	74,280
<b>10</b>	68,280	69,030	70,530	72,780	73,530	75,780
<b>11</b>	69,780	70,530	72,030	74,280	75,030	77,280
<b>12</b>	71,280	72,030	73,530	75,780	76,530	78,780
<b>13</b>	72,780	73,530	75,030	77,280	78,030	80,280
<b>14</b>	74,280	75,030	76,530	78,780	79,530	81,780
<b>15</b>	75,780	76,530	78,030	80,280	81,030	83,280
<b>16</b>	77,280	78,030	79,530	81,780	82,530	84,780
<b>17</b>	78,780	79,530	81,030	83,280	84,030	86,280
<b>18</b>	80,280	81,030	82,530	84,780	85,530	87,780
<b>19</b>	81,780	82,530	84,030	86,280	87,030	89,280
<b>20</b>	83,335	84,085	85,585	87,835	88,585	90,835
<b>21</b>	84,990	85,740	87,240	89,490	90,240	92,490
<b>22</b>	86,745	87,495	88,995	91,245	91,995	94,245
<b>23</b>	88,600	89,350	90,850	93,100	93,850	96,100
<b>24</b>	90,555	91,305	92,805	95,055	95,805	98,055

## Schedule B

South Hunterdon Regional Education Association Secretary Salary Guide

### Secretary Salary Guide 2022-2023

<b>Step</b>	<b>Salary 10 Month</b>	<b>Salary 11 Month</b>	<b>Salary 12 Month</b>
<b>1-2</b>	37,630	41,393	45,156
<b>3-4</b>	38,545	42,400	46,254
<b>5-6</b>	39,460	43,406	47,352
<b>7-8</b>	40,380	44,418	48,456
<b>9</b>	41,295	45,425	49,554
<b>10</b>	42,210	46,431	50,652
<b>11</b>	43,125	47,438	51,750
<b>12</b>	44,040	48,444	52,848
<b>13</b>	44,955	49,451	53,946
<b>14</b>	45,870	50,457	55,044
<b>15</b>	46,785	51,464	56,142
<b>16</b>	47,700	52,470	57,240
<b>17</b>	48,615	53,477	58,338
<b>18</b>	49,530	54,483	59,436
<b>19</b>	50,640	55,704	60,768
<b>20</b>	51,755	56,931	62,106

### Secretary Salary Guide 2023-2024

<b>Step</b>	<b>Salary 10 Month</b>	<b>Salary 11 Month</b>	<b>Salary 12 Month</b>
<b>1</b>	38,380	42,218	46,056
<b>2-3</b>	39,295	43,225	47,154
<b>4-5</b>	40,210	44,231	48,252
<b>6-7</b>	41,125	45,238	49,350
<b>8-9</b>	42,040	46,244	50,448
<b>10</b>	42,950	47,245	51,540
<b>11</b>	43,865	48,252	52,638
<b>12</b>	44,780	49,258	53,736
<b>13</b>	45,695	50,265	54,834
<b>14</b>	46,610	51,271	55,932
<b>15</b>	47,525	52,278	57,030
<b>16</b>	48,440	53,284	58,128
<b>17</b>	49,355	54,291	59,226
<b>18</b>	50,270	55,297	60,324
<b>19</b>	51,385	56,524	61,662
<b>20</b>	52,500	57,750	63,000

### Secretary Salary Guide 2024-2025

<b>Step</b>	<b>Salary 10 Month</b>	<b>Salary 11 Month</b>	<b>Salary 12 Month</b>
<b>1-2</b>	40,060	44,066	48,072
<b>3-4</b>	40,975	45,073	49,170
<b>5-6</b>	41,890	46,079	50,268
<b>7-8</b>	42,800	47,080	51,360
<b>9-10</b>	43,715	48,087	52,458
<b>11</b>	44,630	49,093	53,556
<b>12</b>	45,545	50,100	54,654
<b>13</b>	46,460	51,106	55,752
<b>14</b>	47,375	52,113	56,850
<b>15</b>	48,290	53,119	57,948
<b>16</b>	49,205	54,126	59,046
<b>17</b>	50,120	55,132	60,144
<b>18</b>	51,035	56,139	61,242
<b>19</b>	52,150	57,365	62,580
<b>20</b>	53,265	58,592	63,918

## Schedule C

### South Hunterdon Regional Education Association Custodian Salary Guide

#### Custodian Salary Guide 2022-2023

<b>Step</b>	<b>Salary</b>
<b>1</b>	42,485
<b>2</b>	43,350
<b>3-4</b>	44,230
<b>5-6</b>	45,125
<b>7</b>	46,035
<b>8</b>	46,960
<b>9</b>	47,900
<b>10</b>	48,855
<b>11</b>	49,825
<b>12</b>	50,810
<b>13</b>	51,810
<b>14</b>	52,825
<b>15</b>	53,855
<b>16</b>	54,900
<b>17</b>	55,960
<b>18</b>	57,035
<b>19</b>	58,125
<b>20</b>	59,230
<b>21</b>	60,350
<b>HC</b>	68,042

### Custodian Salary Guide 2023-2024

<b>Step</b>	<b>Salary</b>
<b>1</b>	43,270
<b>2</b>	44,135
<b>3</b>	45,015
<b>4-5</b>	45,910
<b>6-7</b>	46,820
<b>8</b>	47,745
<b>9</b>	48,685
<b>10</b>	49,640
<b>11</b>	50,610
<b>12</b>	51,595
<b>13</b>	52,595
<b>14</b>	53,610
<b>15</b>	54,640
<b>16</b>	55,685
<b>17</b>	56,745
<b>18</b>	57,820
<b>19</b>	58,910
<b>20</b>	60,015
<b>21</b>	61,135
<b>HC</b>	68,827

### **Custodian Salary Guide 2024-2025**

<b>Step</b>	<b>Salary</b>
<b>1</b>	44,190
<b>2</b>	45,055
<b>3</b>	45,935
<b>4</b>	46,830
<b>5-6</b>	47,740
<b>7-8</b>	48,665
<b>9</b>	49,605
<b>10</b>	50,560
<b>11</b>	51,530
<b>12</b>	52,515
<b>13</b>	53,515
<b>14</b>	54,530
<b>15</b>	55,560
<b>16</b>	56,605
<b>17</b>	57,665
<b>18</b>	58,740
<b>19</b>	59,830
<b>20</b>	60,935
<b>21</b>	62,055
<b>HC</b>	69,747

## Schedule D

### South Hunterdon Regional Education Association Paraprofessional Salary Guide

#### Paraprofessional Salary Guide 2022-2023

Step	Salary
1	21,000
2	21,250
3	21,500
4	22,125
5	22,925
6	23,725
7	24,525
8	25,325
9	26,125
10	26,925
11	27,725
OG	31,365

#### Paraprofessional Salary Guide 2023-2024

Step	Salary
1	21,545
2	21,795
3	22,045
4	22,295
5	23,100
6	23,900
7	24,700
8	25,500
9	26,300
10	27,150
11	28,025
OG	31,665

**Paraprofessional Salary Guide 2024-2025**

<b>Step</b>	<b>Salary</b>
<b>1-2</b>	22,410
<b>3</b>	22,660
<b>4</b>	22,910
<b>5</b>	23,160
<b>6</b>	23,960
<b>7</b>	24,775
<b>8</b>	25,625
<b>9</b>	26,500
<b>10</b>	27,400
<b>11</b>	28,325
<b>OG</b>	31,965



## **Schedule E**

### **Sick Leave Bank Agreement**

In addition to the sick leave provisions of the current collective bargaining agreement between the parties, the South Hunterdon Regional Education Association (the "Association") and the South Hunterdon Regional Board of Education (the "District" or "Board") agree to implement a Sick Leave Bank (the "Bank") as follows:

**Section 1 - Intent of the Bank.** The District and the Association agree to the establishment of a Sick Leave Bank effective upon execution of this Agreement. The intent of this Bank is to provide additional financial protection to Association members who incur a period of prolonged serious illness or hospitalization as defined by serious health condition below or as determined by the committee.

**Section 1 (a) - Definition.** "Serious health condition" is defined as a potentially long term serious health condition that is a non-work related injury, an acute or prolonged illness, physical or mental condition, injury, or impairment that is usually considered to be life-threatening. A "serious health condition" typically involves in-patient care or continuing medical treatment that would likely result in a period of incapacity of more than 15 working days. A "serious health condition" shall be defined consistent with 29 C.F.R. § 825.113.

**Section 2 - Participation/Eligibility.** All Association members may participate in donation to the Bank. Members must contribute to the Bank to be eligible to participate. All eligible members may make a request to donate, subject to the conditions of this agreement between the Association and the District. A member may be eligible for up to forty-five (45) days of donated sick time, subject to additional requests as set forth in Section 6.

**Section 3 -** The Bank shall not be available to any Association member who sustains an illness or injury that is subject to Workers' Compensation or while on a Leave of Absence that was granted for any reason other than medical for the member. Before days can be granted from the Bank, all available paid leave days must be exhausted by the employee.

**Section 4 - Donation of Days.** Any Association member may elect to participate in the Bank by donating at least one (1) but no more than five (5) days of his/her accumulated sick leave to the Bank. Existing members may elect to donate up to five (5) days each school year. All new participants to the Bank shall submit to the Committee a written notification of intent to join

by September 15<sup>th</sup> of each school year. All new employees who begin work after September 15 are eligible to participate provided they donate days to the Bank within thirty (30) days after the first day of work.

Any donation of sick leave is irrevocable. The day(s) donated will be subtracted from the members' total accrued days. The day(s) donated will be subtracted from the members' total accrued days. Excess donation of days not otherwise used shall be returned to the Bank. Participants who receive days from the Bank shall be compensated at their regular rate of pay. Association members that donate days *to* the Bank cannot reclaim any donated days.

Upon retirement, a member who has between 100 and 200 accumulated, unused sick days may donate up to five (5) days. However, members with less than 100 unused sick days or more than 200 unused sick days, may not donate any of their unused sick days upon retirement.

The Sick Bank shall have no maximum number of days. The Association President or Vice President shall be entitled to Sick Leave Bank records maintained by the Business Office and are entitled to such records upon request. Twenty five percent (25%) of the total maximum days shall be considered the minimum amount for replenishment purposes. The Association shall notify the Association members as per Section 7.

**Section 5 - Administration of the Bank.** An Association member initiates the request for an application to use the Sick Leave Bank by completing the Sick Leave Bank/Application for Benefits Form. The request is made through the President of the Association. Upon request by the Committee or Superintendent, a HIPPA release will be signed giving authorization to verify all needed information for the use of the Sick Leave Bank. This information will be made available to the Committee, the Association President (or designee), and the Superintendent (or designee). All information will be treated as confidential. The Committee will meet to verify the eligibility of the Sick Leave request and make a determination regarding same. The Committee's determination regarding the member's use of the Sick Leave Bank shall be final and binding and not subject to the grievance procedure or arbitration.

If a satisfactory agreement of eligibility is not reached, the applicant must undergo a medical review by a second opinion physician. Selection of this physician shall be regulated by the Board, however, the physician's curriculum vitae must be presented to the Association in order to verify the physician's qualifications. If the physician's findings concur with the applicant's original diagnosis and meet the above eligibility requirements,

then the application shall be approved. In the case the physician's findings do not coincide, then the Committee shall have the final word on the applicant's eligibility. All medical expenses shall be borne by the member. Every decision of eligibility shall be final and binding and not subject to the grievance procedure or arbitration.

**Section 6 - Additional Requests.** After the initial request is exhausted, an additional request may be made, not to exceed forty-five (45) days per request. Except under extreme circumstances, requests for the use of the Sick Leave Bank may not exceed two (2) forty-five (45) day requests per school year.

**Section 7 - Donation Procedures.** The Association will be responsible for notifying the Association members of the need for donation to the Sick Leave Bank. The Association will be responsible for providing request for participation/donations in the Sick Leave Bank to the Superintendent or designee. Forms for donations will be created by and available through the Association. Completed forms are to be sent directly to the Superintendent. All documents in connection with the Bank shall be maintained in a confidential and secure manner.

**Section 8 - Procedure for Use/Withdrawal of Sick Leave - Conditions and Restrictions.** In order to utilize the Sick Leave Bank, the Association member must have exhausted his/her current and accumulated sick leave. Members will be eligible to make a request when an illness is verified to exceed fifteen (15) consecutive work days. The Bank will be retroactive to the first day of illness/injury.

An Association member electing to use the Sick Leave Bank shall complete an appropriate form in order to participate, which may be obtained from the Association. In the request, the member shall clearly state the details of his/her illness and the number of days of sick leave he/she is requesting from the Bank. An appropriate HIPPA release must be provided to the Association in order to obtain needed information to verify the request. All Sick Leave requests will go through the Association. The Association member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Association or the District.

In consideration of the benefits of participating in the Bank, each applicant for benefits shall, as a condition of receiving any benefits, agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank is a discretionary decision and such decisions are final and binding and not subject to be grieved through the grievance procedure or otherwise challenged. I further agree to abide by such decision and to indemnify and hold harmless the District and Association (and all other agents) from any loss they

may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to the decision made by them concerning this application."

In the event that the employee is personally unable to apply for usage of the Bank, an immediate family member or designee may make the request on behalf of the of the employee.

Exceptions to the above parameters for distribution may be made at the discretion of the committee on a case by case basis.

**Section 9 - Method of Payment.** When an Association member uses a day from the Bank, pay for that day shall be at the same rate the Association member would have received had he/she worked that day. No distinction shall be made as the differing pay rates of the donor or the recipient.

**Section 10 - Termination of Sick Leave Bank.** In the event of a natural disaster or catastrophic event, the Committee shall retain the right to suspend the provisions of this Agreement temporarily upon written notice to the Association and the Board.

**Section 11 - Hold Harmless.** The Association agrees that it will not file, on its own behalf or on behalf of any Association member, any grievance, claim or lawsuit of any kind related to any request or use of any leave from the Sick Leave Bank. The Board and the Association agree that the Committee's decision is final, binding and not subject to a grievance.

The Association agrees to defend, indemnify, and hold harmless the District from any loss or damage arising from the implementation of this provision.

Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any Association member. Neither the Association nor the District will be held liable for the number of sick leave days donated or the result of a donation made.

No part of this agreement is intended to imply that the application of the Sick Leave Bank outlined above will be retroactive except that the use of Sick Leave Bank days may be applied to the first day of illness/injury as outlined in Section 8 of this agreement.

Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in findings of wrongdoings, the member shall repay all sick leave days donated to the Bank, return the monies paid to the Board, and be subject to such disciplinary action as deemed appropriate by the District.

**Section 12** - This Agreement shall not be modified in whole or part by the parties, except by a written amendment duly executed by both parties.

**Section 13** - The Sick Leave Bank committee shall consist of six (6) members, three (3) from the Association and three (3) Board members or their designees. The committee is authorized to establish standards and procedures for the operation of the Bank. The committee shall schedule meetings as necessary.

**Section 14** - Nothing contained herein shall prohibit the Board from exercising its rights under NJSA 18A:30-6 (prolonged absences beyond sick leave period).

**Section 15** - Upon request, the Committee shall be provided with a written accounting of the total accumulated sick days in the Bank and a written account of sick days donated to the Bank. The request shall be made no later than July 31<sup>st</sup> of each year. The Board shall make a reasonable effort to provide the accounting to the Association no later than September 15th.

## Schedule F

### Stipends

A. The Board shall pay the following stipends to staff members who are appointed to, and perform the duties of, the following positions. Appointment to such positions shall be within the Board's sole discretion. Stipends shall be pro-rated in the event the activity or sport/team does not run the full length of the anticipated period. For example, if the season for X sport is anticipated to run for 12 weeks, but in week 4 the Board determines that there are insufficient students to maintain the sport for the remainder of the season, the staff member shall receive one-third of the stipend below.

B. The amounts listed below shall remain in effect for the length of the contract. The stipends listed under the headings LEVEL 1 through LEVEL 12 are annual stipends, to be paid by the Board once per school year. The remaining "other stipends" are to be paid as reflected below.

C. Staff members shall have the right to request the creation of additional extracurricular positions not on the list below. Approval of such positions shall be at the sole discretion of the Board. In the event an extracurricular position is approved by the Board during the course of this agreement that is not listed below, the Board shall determine the Level and the amount of the stipend in its sole discretion.

D. Any changes in stipends shall not be retroactive, but shall only apply from the date of full ratification forward.

<b>LEVEL/POSITION</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>LEVEL 1</b>			
Football Head Coach	\$10,715	\$10,715	\$11,036
<b>LEVEL 2</b>			
Band Advisor	\$8,880	\$8,880	\$9,146
Basketball (Boys) Head Coach	\$8,880	\$8,880	\$9,146
Basketball (Girls) Head Coach	\$8,880	\$8,880	\$9,146
Winter Track (HS) Head Coach	\$8,880	\$8,880	\$9,146
Wrestling (HS) Head Coach	\$8,880	\$8,880	\$9,146
<b>LEVEL 3</b>			
Baseball (HS) Head Coach	\$7,655	\$7,655	\$7,885
Cross Country (HS) Head Coach	\$7,655	\$7,655	\$7,885
Field Hockey (HS) Head Coach	\$7,655	\$7,655	\$7,885
Robotics (STEM) HS Team Advisor	\$7,655	\$7,655	\$7,885
Soccer (Boys) Head Coach	\$7,655	\$7,655	\$7,885

Soccer (Girls) Head Coach	\$7,655	\$7,655	\$7,885
Softball (HS) Head Coach	\$7,655	\$7,655	\$7,885
Spring Track (HS) Head Coach	\$7,655	\$7,655	\$7,885
Vocal Music Advisor	\$7,655	\$7,655	\$7,885
<b>LEVEL 4A</b>			
Football Assistant Coaches (3)	\$7,000	\$7,000	\$7,210
<b>LEVEL 4B</b>			
Assistant/JV Coaches HS Sports (11)	\$6,000	\$6,000	\$6,180
<b>LEVEL 5</b>			
Cheerleading(HS) Head Coach (Fall)	\$5,360	\$5,360	\$5,521
Robotics (MS & Elementary) Team Advisor	\$5,360	\$5,360	\$5,521
Yearbook Advisors (MS/HS) (2)	\$5,360	\$5,360	\$5,521
<b>LEVEL 6</b>			
Baseball (MS) Head Coach	\$4,300	\$4,300	\$4,429
Basketball (MS Boys) Head Coach	\$4,300	\$4,300	\$4,429
Basketball (MS Girls) Head Coach	\$4,300	\$4,300	\$4,429
Bowling (HS) Head Coach	\$4,300	\$4,300	\$4,300
Cross Country (MS) Head Coach	\$4,300	\$4,300	\$4,429
eSports (HS) Head Coach	\$4,300	\$4,300	\$4,429
Field Hockey (MS) Head Coach	\$4,300	\$4,300	\$4,429
Golf (HS) Head Coach	\$4,300	\$4,300	\$4,429
Marching Band (HS) Assistant Director	\$4,300	\$4,300	\$4,429
Musical (HS) Stage Director	\$4,300	\$4,300	\$4,429
Musical (HS) Music Director	\$4,300	\$4,300	\$4,429
Science Olympiad (Elementary) Head Coach	\$4,300	\$4,300	\$4,429
Soccer (MS) Boys Head Coach	\$4,300	\$4,300	\$4,429
Soccer (MS) Girls Head Coach	\$4,300	\$4,300	\$4,429
Softball (MS) Head Coach	\$4,300	\$4,300	\$4,429
Weight Training Coach (All Sports Seasons)	\$4,300	\$4,300	\$4,429
Wrestling (MS) Head Coach	\$4,300	\$4,300	\$4,429
<b>LEVEL 7</b>			
Auditorium Coordinator	\$3,370	\$3,370	\$3,471
Band Front Advisor	\$3,370	\$3,370	\$3,471
FFA (HS) Advisor	\$3,370	\$3,370	\$3,471
Musical (HS) Technical Director	\$3,370	\$3,370	\$3,471
<b>LEVEL 8</b>			
Girls on the Run (Elementary) Head Coach	\$2,756	\$2,756	\$2,839
Media Communications (LPS)	\$2,756	\$2,756	\$2,839
Media Communications (WAS)	\$2,756	\$2,756	\$2,839
HS Musical Assistant Director/Choreographer	\$2,756	\$2,756	\$2,839
HS Musical Pit Band Director	\$2,756	\$2,756	\$2,839
Newspaper Advisors (2)	\$2,756	\$2,756	\$2,839

Night at the Nest (4 Advisors)	\$2,756	\$2,756	\$2,839
School Play Director	\$2,756	\$2,756	\$2,839
<b>LEVEL 9</b>			
Key Club Advisor	\$2,300	\$2,300	\$2,369
Senior Class (HS) Advisors (2)	\$2,300	\$2,300	\$2,369
Ski Club Advisor (MS/HS)	\$2,300	\$2,300	\$2,369
Ski Club Advisor (Elementary School)	\$2,300	\$2,300	\$2,369
Weight Training Advisor (Summer)	\$2,300	\$2,300	\$2,369
<b>LEVEL 10</b>			
Black Student Union (HS) Advisor	\$1,380	\$1,380	\$1,421
FFA (MS) Advisor	\$1,380	\$1,380	\$1,421
Musical HS Costumer	\$1,380	\$1,380	\$1,421
Junior Class (HS) Advisors (2)	\$1,380	\$1,380	\$1,421
Literary Magazine (HS) Advisor	\$1,380	\$1,380	\$1,421
Peer Leader (HS) Advisor	\$1,380	\$1,380	\$1,421
Student Council (MS) Advisor	\$1,380	\$1,380	\$1,421
Student Council (ELEM) Advisor	\$1,380	\$1,380	\$1,421
<b>LEVEL 11</b>			
Athletes for Athletes Advisor (HS)	\$1,075	\$1,075	\$1,107
After School Enrichment Advisor (9 sessions)	\$1,075	\$1,075	\$1,107
Dance Club (MS) Advisor	\$1,075	\$1,075	\$1,107
Dungeons and Dragons	\$1,075	\$1,075	\$1,107
Girls on the Run (Elementary) Advisor (2)	\$1,075	\$1,075	\$1,107
French Honor Society Advisor	\$1,075	\$1,075	\$1,107
International Thespian Society Advisor	\$1,075	\$1,075	\$1,107
Intramurals Advisor (7-12 for 9 Sessions)	\$1,075	\$1,075	\$1,107
National Honor Society Advisor	\$1,075	\$1,075	\$1,107
Recycling Club Advisor (9-12)	\$1,075	\$1,075	\$1,107
Sophomore Class Advisors (2)	\$1,075	\$1,075	\$1,107
Spanish Honor Society Advisor	\$1,075	\$1,075	\$1,107
Student Military Testing (HS) Advisor	\$1,075	\$1,075	\$1,107
<b>LEVEL 12</b>			
Art Club (HS) Advisor	\$925	\$925	\$953
Art Club (MS) Advisor	\$925	\$925	\$953
Coding Club (Elementary) Advisor	\$925	\$925	\$953
Crazy 8's (WAS) Advisor	\$925	\$925	\$953
Crazy 8's (LPS) Advisor	\$925	\$925	\$953
Freshman Class Advisors (2)	\$925	\$925	\$953
Gaming Club Advisor	\$925	\$925	\$953
Gourmet Crafters Advisor	\$925	\$925	\$953
GSA Advisor	\$925	\$925	\$953
Library Squad	\$925	\$925	\$953

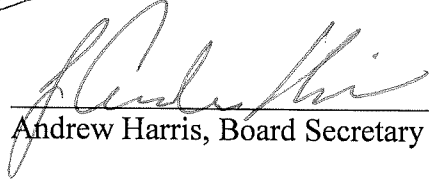


Talent Show Advisor (HS)	\$925	\$925	\$953
Talent Show Advisor (LPS)	\$925	\$925	\$953
Talent Show Advisor (WAS)	\$925	\$925	\$953
Yarn Club (7-12) Advisor	\$925	\$925	\$953
<b>Additional Compensation Positions</b>			
After School Detention (per hour)	\$30	\$30	\$31
Announcer for Athletics (per hour)	\$20	\$20	\$21
Chaperone - afterschool events (per event)	\$65	\$65	\$67
Clock Operator – Athletics (per hour)	\$20	\$20	\$21
Crowd Control – Athletics (per hour)	\$20	\$20	\$21
Curriculum Development and/or Grant Writing (per hour)	\$50	\$50	\$52
Extended School Year (ESY) – Counselor	per diem	per diem	per diem
Extended School Year (ESY) - Nurse	per diem	per diem	per diem
Extended School Year (ESY) - Occupational Therapy	per diem	per diem	per diem
Extended School Year (ESY) - Paraprofessional (per hour)	\$20	\$20	\$21
Extended School Year (ESY) - Physical Therapy	per diem	per diem	per diem
Extended School Year (ESY) - Speech Language Specialist	per diem	per diem	per diem
Extended School Year (ESY) - Teacher (certificated)	per diem	per diem	per diem
Home Instruction (per hour)	\$50	\$50	\$52
Lunch Duty (per hour)	\$30	\$30	\$31
Mentor – Certificated teacher for licensed teacher in their first year of employment	\$700	\$700	\$721
Overnight Chaperone (per night)	\$150	\$150	\$155
PreK/Kindergarten Orientation (per hour)	\$32	\$32	\$33
Safety Patrol Officer – Advisor LPS	\$1,300	\$1,300	\$1,339
Safety Patrol Officer – Advisor WA	\$1,300	\$1,300	\$1,339
Site Manager – Athletics (per hour)	\$30	\$30	\$31
Summer IEP Meetings (per hour)	\$40	\$40	\$41
Teacher Coach (per year – 1 <sup>st</sup> year teacher with experience)	\$250	\$250	\$258
Teaching Beyond the School Day (per hour)	\$40	\$40	\$41
Teaching In-service Workshop – after school hours (per hour)	\$60	\$60	\$62
Teaching In-service Workshop – preparation for in-day workshop (per hour)	\$60	\$60	\$62
Ticket Taker/Seller – Athletics (per hour)	\$20	\$20	\$21
Translator (per hour) – outside school hours	\$50	\$50	\$52

SOUTH HUNTERDON REGIONAL BOARD OF EDUCATION

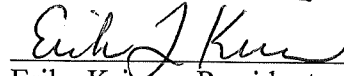


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