CONTRACT BETWEEN

THE COLTS NECK TOWNSHIP BOARD OF EDUCATION

AND

THE COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2024

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

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PREAMBLE

THIS AGREEMENT entered into as of July 1, 2021, by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter referred to as the "Board" and the Colts Neck Township Education Association, hereinafter referred to as the "Association".

ARTICLE I
RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association (hereinafter referred to as CNTEA) as the exclusive and sole representative for collective negotiations for terms and conditions of employment for all persons hereto agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as both full-time and part-time employed, salaried and certificated personnel with appropriate state certification, including interim teachers.

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee," "member," or "teacher" when used herein shall refer to a member or members of the bargaining unit as defined above.

C. Anytime the words bargaining unit are used they shall mean the Colts Neck Township Education Association.

ARTICLE II
NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of members' employment. Such negotiations shall begin prior to the expiration of the current contract in compliance with Public Employees Relations Commission (hereinafter referred to as PERC) regulations. The first actual bargaining session will be scheduled by the parties prior to January 31st.

Any contract so negotiated shall apply to all members, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. Modification

This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by a member or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment of a member or a group of members.

2. An "aggrieved party" is the person, persons, or the Association making the complaint.

3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

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

2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days, excluding scheduled school breaks, of the knowledge of its occurrence. Failure to adhere to the thirty (30) calendar days' time line, excluding scheduled school breaks, shall result in the grievance being waived. If a grievable situation occurs during the time school is not in session during the summer, the time period shall commence with the first day that school reconvenes in September.

3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.

4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.

5. Failure at any level of this procedure to communicate the decision on a

grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, may, however be extended by written mutual agreement.

8. In the event a grievance is filed at such time 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 the party to the grievance, the time limits set forth herein may with mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

9. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. <u>Implementation</u>

1. A party with a grievance shall first discuss it with the Principal or immediate supervisor except when covered by paragraph C.3. below, either directly or through the Association, with the objective of resolving the matter informally.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, excluding scheduled school breaks, the member shall set forth the grievance, in writing, to the Principal or immediate supervisor specifying:

   a. the nature of the grievance
   b. the nature and extent of the injury, loss, or inconvenience
   c. the interpretation of previous discussions
   d. the dissatisfactions with decisions previously rendered
   e. the specific remedy sought, where feasible
   f. the date of the occurrence giving rise to the grievance

g. date the grievance is filed
h. specific provision of the contract or specific board policy allegedly violated

The formal grievance procedure shall begin with this notice.

The Principal shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days, excluding scheduled school breaks, of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his/her Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the Superintendent. The Superintendent's decision will be rendered in writing to the grievant and his/her Principal or immediate supervisor within ten (10) calendar days, excluding scheduled school breaks, following his/her receipt of the written grievance.

4. The aggrieved party, no later than ten (10) calendar days, excluding scheduled school breaks, after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal as specified above and the member's dissatisfaction with decisions previously rendered. The Superintendent will forward one (1) copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days, excluding scheduled school breaks. The Superintendent shall communicate the decision in writing to the aggrieved party, the Principal, and the President of the Association.

5. If the grievance is not resolved to the aggrieved party's satisfaction, the member may request, no later than ten (10) calendar days, excluding scheduled school breaks, after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach papers only related to the grievance and forward the request to the Board within ten (10) calendar days, excluding scheduled school breaks, of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days,

excluding scheduled school breaks, of receipt of the grievance by the Board.

6. If the aggrieved party is dissatisfied with the decision of the Board, the member may request in writing within ten (10) calendar days, excluding scheduled school breaks, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten (10) calendar days, excluding scheduled school breaks, after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen (15) calendar days, excluding scheduled school breaks, after receipt of the aggrieved party's request.

   The following grievances shall not be deemed arbitrable:

   a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education;
   b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone;
   c. a complaint of a non-tenured member which arises by reason of his/her not being re-employed.
   d. a complaint by any member occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required.

D. Arbitration Procedure

The following procedure shall be used to secure the services of an arbitrator:

1. A request by either party to the grievance may be made to the Public Employment Relations Commission (PERC) and the parties agree to be bound by the rules of PERC.

2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.

3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.

   a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.

   b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and

regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance shall bear the total costs incurred by them.

2. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties to the grievance and such costs shall be shared equally.

3. If time is lost by a member who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board shall pay only the cost of the substitute. The time lost by the member must be charged to available personal leave or Association business days.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its members while said members are engaged in the performance of their duties;

2. To hire, promote, transfer, assign, and retain members in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against members with just cause;

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

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

5. To take actions that are necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the powers, rights, authority, duties and responsibilities of 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 by the specific and express terms hereof in conformance with the constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A, School Laws of New Jersey or, any other laws or regulations as they pertain to education.

D. Any dialogue between employer and member is to be conducted in a professional manner.

ARTICLE V
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building principal is obtained or entered in the facility use program (i.e. School Dude). Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use, in accordance with school policy, school facilities and equipment, including typewriters, copy machines, voice mail, e-mail, computers, school technology, bulletin boards in non-student areas, any other duplicating equipment, calculating machines, and all types of multi-media equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use. This privilege is extended solely for the purpose of conducting Association business. Members may post approved material in student and public areas.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes, e-mail, voice mail, and phones as it deems necessary and without the approval of building principals or other administrative approval.

D. Association Business Days

Up to an aggregate of five (5) Association business days shall be allowed for members of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of

September 1st through June 30th, upon prior notification via submission to the district absence program (i.e. Aesop).

The person(s) utilizing the released time shall be chosen by the Association President or his/her designated representative. The Board or its representative shall not deny such leave when requested under this section.

E. New Teacher Orientation

A minimum of forty-five (45) minutes shall be dedicated to CNTEA during new teacher orientation.

ARTICLE VI
MEMBER RIGHTS AND RESPONSIBILITIES

A. As professionals, members are expected to devote to their assignments the time necessary to meet their responsibilities. In order to maintain accurate daily attendance records and for purposes related to safety and security, members shall indicate their presence in the building by signing in and out in accordance with procedures required by administration. The final determination of the precise procedure will be the responsibility of the Board. The Superintendent will meet with the Executive Board of the Association or a representative designated by the CNTEA in order to receive information of concern to the membership prior to reaching the final determination or change in procedure.

B. Every member at Conover Road Primary School and Conover Road Elementary School shall have a scheduled duty-free lunch period of not less than forty (40) consecutive minutes. At Cedar Drive Middle School, every member shall have a scheduled duty-free lunch period of not less than thirty (30) consecutive minutes. In addition, the Board shall, within the hours during which the students are scheduled in school, provide members with a daily preparation time. This time shall not be less than forty (40) consecutive minutes of daily preparation in any day, with a minimum of fifteen (15) consecutive minutes guaranteed on shortened session days, and not less than two hundred (200) minutes within any five (5) day cycle. A delayed opening shall not be considered within any five (5) day cycle for the purpose of providing two hundred (200) minutes in a five (5) day cycle. Members shall not be assigned any other duties during this time, except during an emergency. Members will be assigned by the administration as required to implement this provision.

C. The length of the school day shall consist of seven (7) hours and ten (10) minutes daily (including lunch period). At the Middle School, members are required to be in school eighteen (18) minutes before the students and may leave twenty (20) minutes after the students, which times are included in the seven (7) hour and ten (10) minute work day. In the event that the optional 252 minute instructional day (under Paragraph H, below) is implemented, the before and after time shall be

modified to permit such scheduling. Building administration shall notify members at orientation of the sign in and sign out times. On days preceding holidays or vacations (i.e., Winter Recess, Thanksgiving, or major recesses, etc.), the member's day shall be coterminous with the student's day. If, for some reason a member needs to leave earlier than the normal end of the work day, such a request shall be cleared through the building principal's office.

D. Members may be required to remain after the end of the regular work day for the purpose of attending school faculty meetings. The building Administration shall limit, except in cases of emergency, the number of faculty meetings to no more than one (1) per month and shall not exceed more than sixty (60) minutes. These 60-minute faculty meetings shall start no sooner than the end of the student day and no later than ten (10) minutes after the end of the student day. In September, the building Administration, in consultation with the staff, will designate the day of the week for the meeting. Meetings which take place after the regular in-school times and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by either the building administration or Superintendent.

E. Primary and Elementary School staff members shall have at least four (4) common planning periods each week of no less than 20 minutes for team articulation.

F. Middle School members shall have daily:

1. Forty-two (42) continuous minutes duty free preparation time.
2. Forty-two (42) continuous minutes duty free grade level team articulation and planning.
3. Not less than thirty (30) continuous minutes of a duty-free lunch.
4. Instructional time of no more than 252 minutes daily at the Middle School, provided that items 1, 2 and 3, above, are met, as well as the length of the day is maintained at seven (7) hours and ten (10) minutes.

G. Criticism of a member or their instructional methodology by a supervisor, administrator, or Board member shall be made in confidence and not in a public forum.

Criticism by a member of the administration or the Board shall be made in confidence and not in a public forum.

H. No member shall be dismissed or reduced in compensation if he/she is under tenure of office, position or employment during good behavior and efficiency in the school system, except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to law after written charges of the cause or complaint shall have been preferred against such person, signed by the person making the same provided that nothing in this Article shall prevent the reduction of the number of persons holding such offices, positions, or

employment under the conditions provided by New Jersey's law.

I. No member shall be reprimanded or disciplined without just cause.

J. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual member job performance, prior tenured members who are certified for a position, when that type of position becomes available, shall be specifically notified in accordance with law. The member shall notify the administration of his/her interest in the position within one (1) week from the date of notification.

K. A notice of vacancy in all district positions shall be sent to each school for posting and the Board encourages in-district members to apply. Those members who desire to apply for such vacancies must be properly certified and must submit in writing to the appropriate administrator, or immediate supervisor, a letter of interest, resume, and a copy of the appropriate New Jersey certificate within the time limits specified in the notice. When a vacancy described in the notice is filled, the appropriate administrator, or immediate supervisor, may destroy all information submitted for the said position in accordance with the appropriate statutes.

L. All stipend and hourly positions will be posted prior to the start of each position. Members shall not be coerced into volunteering for curriculum revision/writing, home instruction, extended year program/summer programs, and/or for extra-curricular and group activities listed or not listed in the contract. Based on administrative law decisions and in the absence of qualified external candidates, the Board has the right to assign internal members to extra-curricular positions.

M. No member shall be required to supervise more than one (1) class with the exception of emergencies. In the event of such emergencies, administration shall rotate coverage. All attempts shall be made to secure substitute coverage.

N. Whenever any member is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said member shall be given two (2) school days prior written notice of the meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The two (2) school day notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).

O. With prior appointment, members shall have the right to review the contents of their personnel file. Upon request, members shall be entitled to a copy of any material contained in their personnel file.

P. Members hired at an hourly rate that are required to travel between work sites shall

be compensated at the regular rate of pay for the time involved. Mileage shall be computed at the State regulated rate set by the Office of Management Budget (OMB).

Q. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions which a member is required or requested, in writing and approved by their immediate supervisor and Superintendent, to take by the administration.

R. Members who purchase items for school use, or pay for attendance at any conference, seminar, etc., which was previously approved in writing by their immediate supervisor and the Superintendent, shall be compensated within thirty (30) calendar days.

S. Definitions:

1. Duty-Free Lunch Period shall be time set aside for member lunch. No duties or other responsibilities may be assigned at this time during regularly scheduled full school days for staff, except in an emergency.

2. Emergency shall be a circumstance, sudden, unexpected or unforeseen, that is beyond the control of the administration or others.

3. Preparation (Prep) Time shall be time within the student day set aside for planning and preparations for individual members for their individual classes. Members shall not be required to attend meetings or cover classes during this time period.

T. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the bargaining unit and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any member by reason of his/her membership in the bargaining unit and its affiliates or his/her participation in any lawful activities of the bargaining unit and its affiliates.

U. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, other characteristics protected by law or Union activity. Nothing contained in this Agreement shall be construed to deny or restrict to any member such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

V. Members shall receive a copy of any and all disciplinary material placed in their personnel file. Members shall be entitled to attach a response to reprimands,

complaints, or any other material to be placed in their personnel file. Members must be informed when formal documentation is filed.

W. Members shall recognize and honor the Board's obligation to protect confidentiality of student and member information and shall not disclose such information to other persons except as necessary to the performance of their duties.

ARTICLE VII
TEMPORARY LEAVES OF ABSENCE

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

1. Personal

   a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the member's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to submit request via submission to the district absence program (i.e. Aesop).

      At the end of each school year, any unused personal days shall be applied to sick leave days.

   b. New members hired after September 1st will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.3 day per number of months between the date of employment and June 30th; 2.1 - 2.2 days = 2 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3 days.

      New members will be given credit for a full month if they work any time before the 15th.

2. Legal

   Time necessary for appearance in any legal proceeding connected with the member's employment or with the school system, except an action by that member against the Board, if the member is required by law to attend.

3. Family Death

a. Up to five (5) days total per occurrence in the event of death in the immediate family wherever domiciled, or any relative domiciled in the member's residence. This leave is to be taken immediately following the death of the immediate family member.

b. The immediate family is defined as:

(1) Spouse and children,
(2) Father and mother,
(3) Stepfather and stepmother, stepchildren
(4) Sisters and brothers,
(5) Grandparents,
(6) Grandchildren, and
(7) Corresponding in-laws defined as:

i. Father-in-law and mother-in-law,
ii. Sister-in-law and brother-in-law,
iii. Son-in-law and daughter-in-law, and
iv. Grandparent-in-law.

c. Up to three (3) days total annually in the event of death of family other than the immediate family as defined in paragraph 3.b. above.

d. Additional circumstances and/or leave for death may be granted, with or without pay, upon approval of the Superintendent.

4. Serious Family Illness

a. Up to five (5) days total annually in the event of serious illness in the immediate family (defined above) wherever domiciled, or any relative domiciled in the member's residence.

b. An explanation of the nature of the family member's illness shall be provided on the leave form such as Acute Medical Incident, Medical Consultation or Medical Treatment. This provision does not include routine medical, dental, chiropractic and/or vision appointments.

c. Medical certification may be required indicating the nature of the serious illness and shall be granted for hospitalization, out-patient services, and surgery.

d. Additional circumstances and/or leave for serious illness may be granted, with or without pay, upon approval of the Superintendent.

5. Other Leaves

a. Other leaves of absence with or without pay, may be granted by the Board for good reason.

b. Jury duty will be granted for as long as the member is required to attend said jury duty. A jury duty attendance letter shall be submitted to the Superintendent's office upon completion of jury duty.

B. Accumulative Sick Leave

Leaves taken pursuant to paragraph A. above shall be in addition to ten (10) days accumulative sick leave to which each full-time member is entitled. Part-time members' sick leave shall be prorated.

C. Prorated Sick Leave

New members hired after September 1st will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30th. New members will be given credit for a full month if they work any time before the 15th.

D. When, in the judgment of the Board there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the member, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.

E. For purposes of this Article, a part-time member's day shall be defined as the number of hours normally worked daily by that member.

F. Professional Day/School Business Day

1. A professional day is to be defined as a day requested by the member and approved by the immediate supervisor and Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.

2. A school business day is to be defined as a day on which the administration requests a member to attend any of the above activities outside of the district or participate in a district approved activity. It is non-chargeable to any other leave under this Article.

3. Attendance at meetings by members within the district will be considered no different than a regular school day.

4. Members presenting outside of school who receive no compensation for the

presentation will be granted a professional day for said presentation provided it occurs during the regularly scheduled school day and is approved by the Superintendent.

5. Special education teachers may be assigned release time during the school day for the completion of IEPs, pending approval by the Director of Special Services and the Superintendent. The need will be determined on a case by case basis based on the number of students with IEPs and caseload.

G. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association. This bank is established to provide compensable leave coverage to members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Superintendent and three (3) members selected by the Association.

2. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank.

3. A member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given to the members desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any member's request to utilize the Sick Leave Bank. The annual enrollment period in which to donate sick days shall be from June 1st to June 30th. The contributed sick day(s) will be deducted from the member's accumulated sick or personal leave on July 1st. If a member retires from the District prior to the designated enrollment period, the member may make a one-time donation of sick days to the Bank.

4. A member's contributions shall be voluntary.

5. The Sick Leave Bank shall be available only to those members who:

   a. have exhausted all earned and accumulated sick leave; and
   b. have a physician's certification of a serious illness; and
   c. have been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.

6. Use of Sick Leave Bank days for the intermittent leave for serious illness may be granted by the Sick Leave Committee.

7. A member who is eligible to utilize the Sick Leave bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the member examined by medical personnel of its choice at the Board's expense.

8. A member's utilization of the Sick Leave Bank shall be subject to the approval of the Sick Leave Committee.

9. A member is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.

10. Utilization of the Sick Leave Bank in any subsequent school year shall be subject to the required approval of the designated committee. As of the commencement of a new school year, a member must exhaust all new entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.

ARTICLE VIII
EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any member who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs, or accepts a Fulbright scholarship.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program as described in this section.

B. A member shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program of the nature described in this section.

C. Eligibility

To be eligible for salary increment, a member must work at least six (6) months for a twelve (12) month position and five (5) months for a ten (10) month position in the school year in which the extended contractual leave commences or terminates.

D. Notifications

1. The member must provide their request in writing to the Superintendent for extended contractual leave no less than thirty (30) days prior to the commencement of leave, or as soon as the member knows of it.

2. In order to receive an offer of re-employment, the member must notify the Superintendent in writing of their intent to return to their position prior to April 1st for the following September or by October 1st for the second semester.

3. A request for extension in the leave must be made in writing to the Superintendent and will be subject to Board approval.

E. Regulation of Leave

1. The Board reserves the right to regulate the commencement and termination date of an anticipated contractual or statutory leave in order to preserve the continuity of operations.

2. When the Board regulates such leave, the member shall be considered to be on an unpaid involuntary leave and shall be entitled to all sick leave and insurance benefits during the period of contractual or statutory leave pursuant to the negotiated agreement and rules of the insurance carrier.

F. Election to Work

The member may elect to continue to work:

1. Until the member's physician and the Board physician agree that the member is medically unable to continue working, or

2. Provided there is a difference of medical opinion between the member's physician and the Board's physician, then the two (2) physicians shall agree in good faith on a third (3rd) impartial physician who shall examine the member and whose medical opinion shall be conclusive. The cost of the third (3rd) physician's examination shall be borne by the Board.

G. Leave Types

1. Contractual/Eligibility

To be eligible for contractual leave, a member must have worked at least one (1) year prior to the commencement of the extended leave.

a. Disability

Contractual leave may be granted for disability reasons following the exhaustion of the member's available statutory leave at the sole discretion of the Board.

b. Child-Care

(1) Available at the end of the disability period or

(2) In the case of paternal child-care leave or the adoption of a child, upon the birth of a child or the date of custody of the child. If within two (2) weeks after commencement of said leave the adoption or birth is not successful, the leave shall be waived upon the request of the applicant.

(3) Terminates at the end of the contract year in which the leave is granted. An extension beyond the end of the contract year of one (1) additional year or other adjustment in the duration of the leave shall be at the sole and full discretion of the Board.

c. Voluntary Unpaid

A member on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. Voluntary unpaid leave of absence does not apply to members utilizing FMLA and/or NJFLA.

d. Involuntary Unpaid

A member who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

e. Care of Family Member

An unpaid contractual leave of absence of up to one (1) year shall be granted for the purpose of caring for a serious illness for a member of the employee's immediate family (husband, wife, children, father, mother, step-father, step-mother, sisters and brothers, grandparents, grandchildren, and corresponding in-laws (i.e., father-in-law and mother-in law, sister-in-law and brother in law, son-in-law and daughter-in-law, and grandparent-in-law), wherever

domiciled, or any familial member domiciled in the member's residence. This leave may be renewed for one (1) additional year with Board approval.

2. Other

a. Educational (Sabbatical) – paid, partially paid or unpaid leave may be granted by the Board. These leaves generally shall be of such a nature that the granting of them will benefit the Colts Neck Township School District. Application for such leave shall be made to the Superintendent no later than thirty (30) calendar days prior to the commencement of the leave period.

b. Personal – extended personal leave shall be requested in writing to the Superintendent. The Superintendent may approve the leave and submit the leave request to the Board for their approval.

3. FMLA

Administration of FMLA shall be in accordance with prevailing statutes.

4. NJFLA

Administration of NJFLA shall be in accordance with prevailing statutes.

H. Return to Work

1. All benefits to which a member was entitled at the time the leave commenced including, but not limited to unused accumulated sick leave, shall be restored to the member upon the member's return.

2. The member must notify the Superintendent in writing of their intent to return to work at least thirty (30) days prior to the termination of their leave.

ARTICLE IX
INSURANCE

A. The Direct Access 15/25 health insurance plan (also referred to as the "base plan"), shall be provided for all members. Premiums for such coverage shall be paid by the Board with all applicable member contributions to be made through payroll deductions consistent with P.L. 2011, c. 78, Tier IV, regardless of any sunset provision contained therein.

All members will have the opportunity at open enrollment to voluntarily enroll in a less costly plan. If any member chooses to select a less costly health insurance plan, the Board agrees to pay a rebate equal to 30% of the District's savings

between the difference in the cost of the base plan and the plan selected. Effective June 30, 2022, the Board will no longer pay a rebate of 30% of the District's savings between the base plan and the plan selected.

The Board shall have the flexibility to replace the base plan with other carriers that shall provide substantially equal or better benefits than the base plan.

Members are considered full-time if they work a minimum of thirty (30) hours per week on a regular basis in order to receive health/dental insurance benefits.

B. New Members

The Board shall provide to non-tenured certificated members the base plan single medical coverage only. These members have the right to purchase dependent coverage or alternate coverage at their own expense at the group rate. The Board shall offer certificated members the base plan family medical coverage upon completion of three (3) years of employment in the Colts Neck Township School District. Members may opt for expanded available coverage at their own expense.

C. Medical and Dental Benefits

1. The Board shall offer those members who have medical coverage the option to receive a stipend in lieu of medical benefits. Members will be eligible for the stipend either upon the date of hire or during the open enrollment period in May of each year. The stipend will be paid at the end of each school year. It will be based on the type of coverage the member is entitled to and shall be capped based on the following twelve (12) month premium coverage:

   $1,200 – Single Coverage
   $1,700 – Parent and Child Coverage
   $2,600 – Husband and Wife Coverage
   $3,000 – Family Coverage

   New members hired after September 1st who opt not to receive medical and dental benefits will receive a prorated stipend based on the date they were hired to June 30th.

   The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend no later than June 30th of that school year.

   a. Members who have waived coverage may re-enter by applying during the enrollment period each year.

   b. A hardship provision for re-entry is available which allows members and their families to re-enter the program on an immediate basis

when there is a loss of coverage by a spouse resulting from:

(1) Termination of employment
(2) Legal separation (copy of decree required)
(3) Group contract/policy terminated
(4) Divorce (copy of decree required)
(5) Death (copy of certificate required)
(6) Military discharge (Form DD214 required)

2. The Board shall provide to non-tenured certificated members single only dental coverage. These members have the right to purchase dependent coverage or alternate coverage at their own expense at the group rate. The Board shall offer certificated members family dental coverage upon completion of three (3) years of employment in the Colts Neck Township School District. The Board shall pay in full the premium cost of enrollment in the dental plan. Members may opt for expanded dental coverage at their own expense.

3. Members shall have the option to buy up to PPO, comprehensive or any other plan that is available.

D. All retired members with less than twenty five (25) years of service will be eligible to participate in the medical health insurance plan provided by the Board insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

E. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the teaching effort up to five hundred dollars ($500) per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

F. The Board may offer a voluntary flexible spending insurance program. Start-up costs and legal costs shall be borne by the Board. Annual fees shall be borne by members of CNTEA and individual participant fees shall be borne by the individual member.

G. No part-time teaching staff member working less than thirty (30) hours per week shall be entitled to any benefit of this Article.

ARTICLE X
SALARY GUIDE PLACEMENT

Placement on the salary guide at each degree and/or credit level shall be based on the credits attained as awarded by the college or university in question, provided that the college or university is recognized by the New Jersey Department of Education for purposes of teacher certification and subject to approval by the Board. Placement on

salary guide differential levels shall be determined subject to the following conditions:

A. Bachelors
Encompasses all undergraduate credits acquired prior to awarding of the B.A. or B.S.

B. Bachelors +30
Encompasses the B.A. or B.S. degree plus 30 graduate credits.

C. Masters
Encompasses acquisition of the Master's degree and all credits earned prior to that acquisition.

D. Masters +30
Encompasses the M.A. or M.S. degree plus 30 graduate credits acquired after the M.A. or M.S. was earned.

E. Masters +60
Encompasses the M.A. or M.S. degree plus 60 graduate credits acquired after the original M.A. or M.S. was awarded.

F. Doctoral
Encompasses acquisition of a doctorate degree and all credits earned prior to that acquisition.

G. Interim Teachers
In the event an Interim Teacher becomes a regular contracted teacher, time served as an Interim Teacher shall count toward placement on the guide.

H. On Guide

Movement through the salary guide is diagonal. For members who reach the top of the guide, movement shall remain on the top step and move laterally. No member shall move "off guide". In the event there is no new agreement in place by July 1, 2024 there shall be no guide movement (increment) until the parties have mutually agreed upon a successor agreement to the contract which expires on June 30, 2024.

I. Off Guide

1. Members who are "off guide" as of June 30, 2008, shall remain "off guide" and receive a contractually determined annual increase.

2. When members qualify for educational differential level movement as listed in Article XIV: Salary Guide Placement (i.e., BA to BA+30; MA to MA+30), their salary shall be adjusted at that time with that differential level increment

in accordance with Article XIV and they are still entitled to the annual increase.

J. Whether or not the Board has reimbursed the tuition costs for any course shall not be a factor controlling placement on the salary guide.

K. A member employed after February 1st of any school year shall remain on the same salary step and shall not receive full credit toward the next increment step for the following year.

L. Members having a change in degree qualifications shall receive the appropriate salary guide adjustment on February 1st, September 1st, or October 1st. Adjustment shall be effective on the nearest subsequent February 1st, September 1st, or October 1st following presentation of documentation of added qualification to the Superintendent.

ARTICLE XI
DEDUCTIONS FROM SALARY

A. 1. The Board agrees to make authorized salary deductions for the following organizations: deduct from the salaries of its members' dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Membership Chair of the Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association Membership Chair shall disburse such monies to the appropriate association or associations. Member authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. # _____
School Building _____ District Colts Neck Township

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in

accordance with this authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

Colts Neck Township Education Association	$
Monmouth County Education Association	$
New Jersey Education Association	$
National Education Association	$

2. The Colts Neck Township Education Association shall certify to the Board in writing the current rate of the above membership dues.

3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.

B. Other legal deductions from members' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.

C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board may deduct a fee from bargaining unit members who are not members of the Colts Neck Township Education Association at the direction of a member, but is not required to do so.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee which may be paid by non-members will be eighty five percent (85%) of that amount.

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

E. The Board shall provide a payroll deduction for the purpose of IRA contributions. Members may elect to participate in a 403B and/or a 457 tax deferred savings plan.

ARTICLE XII
FAIR DISMISSAL PROCEDURE

On or before May 15th of each year, the Board shall give to each non-tenured member continuously employed since the preceding September 1st either:

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

B. A written notification by the Superintendent or, in their absence, by Board designee, ten (10) calendar days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the member to exercise one of the following options:

1. To receive written notice from the Board that such employment shall not be offered, or

2. To submit a letter of resignation, or

3. A non-tenured member who has been given notice of non-renewal of their contract may, if they so request, be given reasons in writing and an opportunity to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured member which arises by reason of their not being re-employed is not subject to the grievance procedure.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT

A. The Board will actively assist and support each member's effort to meet their twenty (20) hours per year of continuing education requirement as stated in the Administrative Code and Statutes of the State.

Members will have the right to apply to attend professional development activities other than those approved by the State and County Boards as part of the local professional development program. Attendance at such programs shall require prior approval from their immediate supervisor, the Superintendent, and the Board of Education.

Members who provide in-district in-service training that has been approved by the

Superintendent, shall receive credit toward their twenty (20) hour yearly obligation as determined and allowed by the State Professional Teaching Standards Board.

The administration will maintain a record of the number of hours of continuing education for each member and provide them with an accounting of his/her accumulated hours at the end of each school year. Any discrepancies between the district and member's records should be noted within thirty (30) calendar days of receipt of the administration's records excluding the summer break.

B. The Board will provide two (2) six (6) hour in-service days per year in their discipline which will be in conjunction with the ScIP Committee.

C. The Board shall provide members a record of Continuing Education hours completed each year.

ARTICLE XIV
ACCUMULATED SICK LEAVE

Following ten (10) years of teaching in the Colts Neck School District (or fifteen (15) years of teaching for members who commence employment on or after July 1, 2019), upon retirement, the retiring member shall be compensated for accumulated sick leave under the following conditions:

A. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the school year in which the retirement will occur and shall be paid no later than July 31st. If the notification is not timely, the member may make application, consistent with this Article, during the following year.

B. If written notification of the intent to retire is not made prior to February 1st of the school year in which the retirement will occur, payment will be made no later than July 31st of the following calendar year.

C. The member retiring shall be compensated for Accrued Sick Days as follows: after 10 (ten) years (fifteen (15) years for members who commence employment on or after July 1, 2019), up to a maximum of $10,200:

Accrued Sick Days		
1 - 50	$70/day	$3,500
51 - 100	$80/day	$4,000
101 - 130	$90/day	$2,700

D. For members who commence employment on or after July 1, 2019, the benefits provided by Article XIV shall only apply after fifteen (15) years of employment in the Colts Neck School District.

ARTICLE XV
SALARIES AND STIPENDS

A. Extra-Curricular Activities and Stipends at Cedar Drive Middle School

1. Sports Activities	2021-22	2022-23	2023-24
Boys Basketball	$3,494	$3,494	$3,494
Girls Basketball	$3,494	$3,494	$3,494
Boys Baseball	$3,494	$3,494	$3,494
Girls Softball	$3,494	$3,494	$3,494
Boys Soccer	$3,494	$3,494	$3,494
Girls Soccer	$3,494	$3,494	$3,494
Co-Ed Cross Country	$3,494	$3,494	$3,494
Co-Ed Tennis	$3,494	$3,494	$3,494
Spring Track	$3,494	$3,494	$3,494
Cheerleading	$3,494	$3,494	$3,494
Middle School Athletic Director	$5,100	$5,100	$5,100

2. Non-Sport Activities	2021-22	2022-23	2023-24
Academic Decathlon Team	$2,882	$2,882	$2,882
Advanced Chorus	$2,882	$2,882	$2,882
Make-A-Difference	$2,882	$2,882	$2,882
School Musical-Show Director	$3,494	$3,494	$3,494
School Musical-Set Design	$2,882	$2,882	$2,882
School Musical-Musical Director	$3,494	$3,494	$3,494
Student Council	$2,882	$2,882	$2,882
Visual/Performing Arts	$2,882	$2,882	$2,882
Yearbook	$2,882	$2,882	$2,882

B. Extra-Curricular Activities and Stipends at Conover Road Elementary School

Four (4) activities at the discretion of the building Principal which shall be compensated at a stipend of $2,882.

C. The Board at their discretion may add additional activities, clubs and/or intramurals at any school. New activities and stipends/rates shall be aligned with current stipends/rates to be determined by administration, discussed with CNTEA executive members, and approved by the Board.

D. Annually, all aforementioned and new after school activities shall be approved by the Board.

1. Certified member participation in the aforementioned extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the aforementioned

rates.

2. All extra-curricular activity positions shall be posted annually or when they are added.

3. To the degree possible, appointments for the new school year shall be recommended by the building administrator and approved by the Board prior to the commencement of the extra-curricular activity. These appointments shall be recommended for a period of one (1) year.

4. Members may request to co-direct an activity that must be recommended by the building administration and approved by the Board. In such a case, the stipend for this activity shall remain at the same rate and split equally between the members.

5. Payments are to be made by separate checks at the conclusion of each activity program.

6. Should the Board require an additional coach/advisor, both shall receive one hundred percent (100%) of the stipend.

7. Conditions in any school year may alter/change the activities sponsored in the past school year with the exception of the remuneration rate for sport and non-sport activity designations.

8. Sitting coach(es)/advisor(s) shall be notified by June whether or not their position will be renewed for the subsequent school year.

E. Instructional and Curricular

1. The instructional and curricular services include the following: home instruction, translation services, student orientation/open house scheduled outside of contractual work day/year, participation in summer IEP meetings (teachers, nurses, therapists, and counselors), curriculum writing, summer school, extended school year (teachers and therapists).

2. Compensation for instructional and curricular services shall be fifty-two dollars ($52.00) per hour.

3. Curriculum Development Committee: Clear guidelines shall be established as to the committee's function, specific tasks, and time frame.

4. If student orientation/open house is held outside of the regular school day, members shall be paid for the number of hours they are required in the building. If orientation is held during the regular school year during regular contract hours, there shall be no additional compensation.

5. In cases where substitute teachers are not available, regular classroom teachers may volunteer to substitute during their scheduled preparation time and be compensated at the hourly rate of $30 per hour (district is not required to replace the lost prep time).

F. Non-instructional

1. The non-instructional services include the following: intramurals, Conover Road Elementary School clubs, attending summer training/PD, and CNTEA members and mentors attending summer induction/new teacher orientation program.

2. Compensation for non-instructional services shall be forty-seven dollars ($47.00) per hour.

G. Summer Per Diem/Child Study Team (CST) Summer Evaluations:
The compensation for the following summer assignments shall be as follows:

2. Guidance Counselor, CST participation in summer IEP meeting / case management, credit bearing / sequential summer enrichment course, instructional coaches (contractual + 20 days): per diem hourly rate.

3. CST Summer Evaluations: $375.00 per evaluation.

H. The Board agrees to compensate members eighty dollars ($80.00) per event for supervising or chaperoning activities after school hours which do not require overnight stays. Prior to the events, the building principal or his/her designee shall post the available events, provide a sign-up sheet, and grant approval. This applies only after all members fulfill their evening conference/event obligations.

Chaperoning of Board approved overnight trips with students shall be compensated at the rate of $180 per night.

I. A member assigned mentoring duties shall be compensated as follows:

1. Traditional Route Candidate
First year of service candidate - $850

2. Alternate Route Candidate
First year of service candidate - $1,000

3. New to the District Candidate (administrative discretion)
First year of service candidate - $550

J. Should a member be re-assigned and required to relocate his/her classroom after

September 1st of that school year, the member shall be compensated with a two hundred dollar ($200) stipend.

K. Salaries

1. Members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments from September 1st through June 30th. Those wishing summer pay shall have ten percent (10%) of their gross monthly salary deducted from each month from September 1st through June 30th. Members selecting this option shall receive four (4) equal payments payable during July and August. Payments shall be made on the 15th and 30th of each month. Members selecting the ten (10) month option shall receive their final checks on the last working day in June.

2. Members may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be deposited in First Financial Credit Union prior to the 15th and 30th of the month, according to Federal instructions. No more than fifty percent (50%) of net monthly pay is transferable on the 15th.

   Additionally, members may individually elect to have a percentage of their monthly salary deducted to be deposited with the Tax Sheltered Annuity Carrier, designated by CNTEA and approved by the Board, prior to the 15th of each month.

3. Members may individually elect to have one hundred percent (100%) direct deposit to a cooperating bank.

4. When a pay day falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous working day.

ARTICLE XVI
TUITION

A. Members currently employed in the district as of June 30, 2016, shall be eligible for tuition reimbursement following the successful completion of their second year in the district. Effective July 1, 2016, members whose employment in the district commences September 1, 2016 or later, shall be eligible for tuition reimbursement only upon the achievement of tenure and shall receive reimbursement for the validated tuition costs of graduate courses. Reimbursement shall be based upon the following:

1. The application for reimbursement for graduate tuition shall be approved in writing within fifteen (15) calendar days of submission, prior to the commencement of the graduate course, by the Superintendent.

2. Graduate credits may be earned at any accredited institution, including on-

line courses.

3. Upon successful completion and documentation of a grade of "B" or better (if a course is pass/fail then a passing grade is required), payment will be made to the member.

4. There will be a district cap of $37,000 for tuition reimbursement from July 1st through June 30th of each contract year.

5. Disbursement of tuition reimbursement will be as follows:

   a. Members shall be allowed reimbursement for a maximum of six (6) credits in the summer, fall, or spring semesters each, but no more than twelve (12) credits per school year. If the account still has money available after reimbursement has been given to all members up to twelve (12) credits, then additional monies will be reimbursed for members taking greater than twelve (12) credits following the same procedure outlined in this Article.

   b. Members may submit requests for reimbursement throughout the year, which shall be kept on file in the Business Office and with the CNTEA designee. The last date for submission of reimbursement requests shall be June 30th.

   c. For reimbursement, members shall submit a copy of his/her grade, course voucher, and proof of payment for each course upon its completion.

   d. After June 30th, reimbursement per credit shall be distributed equally up to one hundred percent (100%) of cost per credit until no monies remain in the account. The total number of credits taken will be divided into the total money available. This amount will then be multiplied by the number of credits taken by each individual. Members will be reimbursed up to the total tuition cost. Anything greater will then be put back into the account for the procedure to be repeated again and given to members not receiving one hundred percent (100%) of the maximum twelve (12) credits.

   e. Any monies remaining in the account beyond the June 30th deadline shall be distributed up to one hundred percent (100%) per credit beyond the twelve (12) credit maximum mentioned in section A.4. of this Article.

   f. Members shall be compensated no later than September 1st.

B. The dismissal of a member would automatically disqualify the member from

reimbursement for any course taken after the official termination of the contract. The resignation of a member prior to the last day of the current school calendar would automatically disqualify the member from reimbursement for any course taken during that school year.

C. Any member resigning less than one (1) calendar year from the anniversary date following the completion of a course shall be obligated to repay the District 50% of the costs of the courses taken during the calendar year of the resignation. Any member resigning less than two (2) calendar years from the anniversary date following the completion of the course shall be obligated to repay the District twenty-five percent (25%) of the costs of the courses taken two years preceding the resignation.

D. Reimbursement of expenses incurred for the attendance at non-credit courses such as workshops or seminars shall be made only upon recommendation of the Superintendent and approval of the Board. For application towards advanced placement on the salary guide, members shall submit a list of all workshops/seminars/professional development, their hours, and copies of certificates or attendance to the Superintendent. Upon completion of fifteen (15) hours under this section, outside of the school day, the member shall receive one (1) credit to be applied toward advanced placement on the salary guide. A maximum of ten (10) credits may be applied toward salary guide advancement within each differential level (i.e., BA to BA+30, MA to MA+30).

The district shall provide notice to current members and a date by which the member must provide notice that they are pursuing credits. Credits must be completed within three (3) years of notice. Not available for members who commence employment after July 1, 2018. It is the parties' intention to sunset the provisions of this paragraph upon notice by the District to those teachers who are eligible for reimbursement. After notice is given no teacher shall receive reimbursement under this paragraph.

E. The Business Office will forward to the designated CNTEA contact a copy of all approved member reimbursement applications as they are approved.

ARTICLE XVII
SCHOOL CALENDAR/TEACHER WORK YEAR

A. The school calendar for first year teachers in the Colts Neck Township School District will consist of one hundred and eighty eight (188) days: one hundred and eighty one (181) instructional days, one (1) Orientation Day, three (3) In-service/Staff Development Days, and three (3) new teacher staff development days which will be scheduled during the two (2) weeks prior to the opening of school.

The school calendar for second, third, and tenured members will consist of one

hundred and eighty five (185) teacher days: one hundred and eighty one (181) instructional days, one (1) Orientation Day, and three (3) In-service/Staff Development Days. Staff is responsible for mandatory state training on their own time. The additional PD day will not be scheduled before the start of the student school year.

The final determination of the precise school calendar will be the responsibility of the Board. The Superintendent will meet with the Executive Board of the Association or a representative designated by the CNTEA in order to receive information of concern to the membership prior to reaching the final determination.

B. Two (2) evening conferences/events may be scheduled annually that shall begin no earlier than 5:45 pm and end no later than 8:00 pm. The day on which evening conferences are held shall be a regular school day for all members. The Friday or the last day of the school week immediately following the evening conference will be a shortened session day with members leaving at student dismissal time.

C. One (1) Back to School Night may be scheduled annually. Back to School Night shall begin no earlier than 5:45 p.m. and end no later than 8:00 p.m.

ARTICLE XVIII
EVALUATIONS

Members shall be evaluated consistent with applicable State statute and regulations (current references are P.L. 2012, c.26 and N.J.A.C. 6A:10).

ARTICLE XIX
DURATION OF CONTRACT

This contract shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024. The contract will remain in full force and effect for the full period of three (3) years and its terms shall not be renegotiated during said period.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals.

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

By: _____
Karin Londono, President

By: _____
Dolores Pollak, Negotiations Chairperson

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: _____
Kathryn Gizzo, President

By: _____
Vincent S. Marasco, Business Administrator/Board Secretary

SALARY GUIDE

BA GUIDE							
	BA Base	Step 21-22	Move One Step BA/2021-22	Step 22-23	Move One Step BA/2022-23	Step 23-24	Move One Step BA/2023-24
1	55,701	1	56,736	1	57,851	1	58,881
2-3	56,201	2	57,236	2	58,351	2	60,156
4	57,201	3-4	58,236	3	59,101	3	61,156
5	59,001	5	60,036	4-5	60,901	4	62,156
6	60,876	6	61,736	6	62,601	5-6	63,856
7	62,846	7	63,636	7	64,501	7	65,756
8	64,866	8	65,636	8	66,501	8	67,756
9	66,936	9	67,661	9	68,501	9	69,756
10	69,111	10	69,761	10	70,601	10	71,856
11	71,311	11	71,961	11	72,826	11	74,081
12	74,011	12	74,661	12	75,526	12	76,781
13	77,011	13	77,661	13	78,526	13	79,781
14	80,711	14	81,311	14	82,101	14	83,081
15	84,311	15	84,911	15	85,701	15	86,581
16	85,311	16	86,311	16	87,451	16	88,681

BA+30 GUIDE							
	BA+30 Base	Step 21-22	Move One Step BA+30/2021-22	Step 22-23	Move One Step BA+30/2022-23	Step 23-24	Move One Step BA+30/2023-24
1	58,851	1	59,936	1	61,151	1	62,281
2-3	59,351	2	60,436	2	61,651	2	63,556
4	60,351	3-4	61,436	3	62,401	3	64,556
5	62,151	5	63,236	4-5	64,201	4	65,556
6	64,026	6	64,936	6	65,901	5-6	67,256
7	65,996	7	66,836	7	67,801	7	69,156
8	68,016	8	68,836	8	69,801	8	71,156
9	70,086	9	70,861	9	71,801	9	73,156
10	72,261	10	72,961	10	73,901	10	75,256
11	74,461	11	75,161	11	76,126	11	77,481
12	77,161	12	77,861	12	78,826	12	80,181
13	80,161	13	80,861	13	81,826	13	83,181
14	83,861	14	84,511	14	85,401	14	86,481
15	87,461	15	88,111	15	89,001	15	89,981
16	88,461	16	89,511	16	90,751	16	92,081

SALARY GUIDE

MA GUIDE							
	MA Base	Step 21-22	Move One Step MA/2021-22	Step 22-23	Move One Step MA/2022-23	Step 23-24	Move One Step MA/2023-24
1	62,001	1	63,136	1	64,351	1	65,481
2-3	62,501	2	63,636	2	64,851	2	66,756
4	63,501	3-4	64,636	3	65,601	3	67,756
5	65,301	5	66,436	4-5	67,401	4	68,756
6	67,176	6	68,136	6	69,101	5-6	70,456
7	69,146	7	70,036	7	71,001	7	72,356
8	71,166	8	72,036	8	73,001	8	74,356
9	73,236	9	74,061	9	75,001	9	76,356
10	75,411	10	76,161	10	77,101	10	78,456
11	77,611	11	78,361	11	79,326	11	80,681
12	80,311	12	81,061	12	82,026	12	83,381
13	83,311	13	84,061	13	85,026	13	86,381
14	87,011	14	87,711	14	88,601	14	89,681
15	90,611	15	91,311	15	92,201	15	93,181
16	91,611	16	92,711	16	93,951	16	95,281
OG	92,458	OG	93,458	OG	94,598	OG	95,828

MA+30 GUIDE							
	MA+30 Base	Step 21-22	Move One Step MA+30/2021-22	Step 22-23	Move One Step MA+30/2022-23	Step 23-24	Move One Step MA+30/2023-24
1	65,151	1	66,236	1	67,451	1	68,581
2-3	65,651	2	66,736	2	67,951	2	69,856
4	66,651	3-4	67,736	3	68,701	3	70,856
5	68,451	5	69,536	4-5	70,501	4	71,856
6	70,326	6	71,236	6	72,201	5-6	73,556
7	72,296	7	73,136	7	74,101	7	75,456
8	74,316	8	75,136	8	76,101	8	77,456
9	76,386	9	77,161	9	78,101	9	79,456
10	78,561	10	79,261	10	80,201	10	81,556
11	80,761	11	81,461	11	82,426	11	93,781
12	83,461	12	84,161	12	85,126	12	86,481
13	86,461	13	87,161	13	88,126	13	89,481
14	90,161	14	90,811	14	91,701	14	92,781
15	93,761	15	94,411	15	95,301	15	96,281
16	94,761	16	95,811	16	97,051	16	98,381

SALARY GUIDE

MA+60 GUIDE							
	MA+60 Base	Step 21-22	Move One Step MA+60/2021-22	Step 22-23	Move One Step MA+60/2022-23	Step 23-24	Move One Step MA+60/2023-24
1	68,301	1	69,436	1	70,651	1	71,781
2-3	68,801	2	69,936	2	71,151	2	73,056
4	69,801	3-4	70,936	3	71,901	3	74,056
5	71,601	5	72,736	4-5	73,701	4	75,056
6	73,476	6	74,436	6	75,401	5-6	76,756
7	75,446	7	76,336	7	77,301	7	78,656
8	77,466	8	78,336	8	79,301	8	80,656
9	79,536	9	80,361	9	81.301	9	82,656
10	81,711	10	82,461	10	83,401	10	84,756
11	83,911	11	84,661	11	85,626	11	86,981
12	86,611	12	87,361	12	88,326	12	89,681
13	89,611	13	90,361	13	91,326	13	92,681
14	93,311	14	94,011	14	94,901	14	95,981
15	96,911	15	97,611	15	98,501	15	99,481
16	97,911	16	99,011	16	100,251	16	101,581

DOCTORATE GUIDE							
	Doctorate Base	Step 21-22	Move One Step Doctorate 2021-22	Step 22-23	Move One Step Doctorate 2022-23	Step 23-24	Move One Step Doctorate 2023-24
1	69,331	1	72,536	1	73,751	1	74,881
2-3	71,951	2	73,036	2	74,251	2	76,156
4	72,951	3-4	74,036	3	75,001	3	77,156
5	74,751	5	75,836	4-5	76,801	4	78,156
6	76,626	6	77,536	6	78,501	5-6	79,856
7	78,596	7	79,436	7	80,401	7	81,756
8	80,616	8	81,436	8	82,401	8	83,756
9	82,686	9	83,461	9	84,401	9	85,756
10	84,861	10	85,561	10	86,501	10	87,856
11	87,061	11	87,761	11	88,726	11	90,081
12	89,761	12	90,461	12	91,426	12	92,781
13	92,761	13	93,461	13	94,426	13	95,781
14	96,461	14	97,111	14	98,001	14	99,081
15	100,061	15	100,711	15	101,601	15	102,581
16	101,061	16	102,111	16	103,351	16	104,681