

**AGREEMENT BETWEEN THE**

**ESSEX COUNTY**  
**EDUCATIONAL SERVICES COMMISSION**

**AND THE**

**EDUCATIONAL SERVICES TEACHERS' ASSOCIATION**

**July 1, 2004 – June 30, 2007**

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## **ARTICLE I - RECOGNITION**

- A. The Commission hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time certified teaching personnel, social workers, LDTC's, school psychologists, speech language specialists, occupational, and physical therapists, lead teacher and school nurses, (whose positions require them to hold an instructional or an educational services certificate), excluding supervisors, managerial executives and confidential employees.
- B. Unless otherwise indicated, the term "employee(s)" when used herein shall refer to all members of the unit.

## **ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than February 1 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all unit members, be reduced to writing, be signed by the Commission and the Association, and be adopted by the Commission and the Association.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III - GRIEVANCE PROCEDURE**

- A. Definitions:

Grievance:

A claim by a member or the association representing them based upon the interpretation, application or alleged violation of this agreement, Commission Policy or an administrative decision adversely affecting terms and conditions of employment of a teacher or group of teachers, which terms and conditions of employment are governed by this contract.

Grievant:

The member or the association making the claim.

- B. General

- 1. Days shall be construed to mean school days.
- 2. A grievant shall have the right to present his/her own appeal or to designate another person of his/her choosing to appear with him/her at any step of his/her appeal.

3. A grievance must be initiated by the member within ten (10) days of the date the teacher knew or should have known of its occurrence.
4. If the same alleged grievance or substantially the alleged grievance is complained of by a group of members, only one grievance, with the names of all the grievants, shall be processed through the adjustment procedure.
5. Failure at any step to the procedure to communicate the Commission's decision on a grievance with the specified time limits shall permit the aggrieved member to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and not subject to further appeal.
6. The time limit provided for in this procedure may be extended by mutual written agreement of the parties.
7. It is agreed and understood that during and notwithstanding the pendency of any grievance, all members, including the grievant, shall continue to be under the direction of the Superintendent and continue to observe all assignments and applicable policies, rules and regulations of the commission until such grievance and grievances and any effect thereof shall have been fully determined.
8. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
9. In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedure may be exhausted as soon after the school term as practicable.
10. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the agreement and that the Association has been given the opportunity to be present at such meeting for adjustment and to state its views.

### C. Procedure

#### **Level One:**

- a. Any alleged grievance by a member or group of members shall be filed within ten (10) days of the occurrence pursuant to Article B (3) of this grievance procedure. The filing shall be in writing through the supervisor or principal with immediate supervisory responsibilities for the position to which the complainant is assigned. If the member or group of members elects to be represented at this step of the grievance procedure, the name of the elected representative shall be included in the written statement of grievance.

The statement of grievance shall be clear and concise and shall include:

1. The nature of the grievance and the provision or provisions of the Agreement violated.
  2. The nature or extent of the loss, injury or detriment alleged to have been suffered.
  3. The relief and/or adjustment sought.
- b. The immediate supervisor or principal shall communicate his/her decision in writing with reasons, to the member(s) within ten (10) days of receipt of the written grievance.

**Level Two:**

- a. The member, no later than ten (10) days after receipt of the supervisor's or principal's decision, may appeal the decision to the Director. The appeal to the Director must be made in writing and shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal of this decision.
- b. The Director shall communicate his/her decision in writing to the grievant within ten (10) days, after receipt of the written grievance.

**Level Three:**

- a. A teacher, no later than ten (10) days after receipt of the Director's decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing and shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal of the decisions.
- b. The Superintendent shall communicate his/her decision in writing to the grievant within ten (10) days after receipt of the written grievance.

**Level Four:**

- a. Within ten (10) days after receiving the decision of the Superintendent the grievant may, on his/her own or through a representative, appeal the decision in writing to the Commission.
- b. The Commission, within twenty-five (25) school days of its receipt of the written grievance, shall communicate its decision in writing to the grievant.

**Level Five:**

- a. If the grievant is not satisfied with the disposition of the grievance at level four, the Association may request, within twenty (20) days, that the Public Employment Relations Commission (PERC) submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission (PERC) to submit a second roster of names.

- c. If the parties are unable to determine within ten (10) school days of the initial request for an arbitrator from the second submitted list, the Public Employment Relations Commission (PERC) may be requested by either party to designate an arbitrator.
- d. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Commission. The recommendations of the arbitrator shall be advisory. Only the Commission and the aggrieved and his/her representative shall be given copies of the arbitrator's report, findings, reasons and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of this arbitrator's hearings.
- e. The Commission shall render its final decision within twenty-five (25) school days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/ her representatives, and the Association.
- f. While only advisory arbitration is provided for in this agreement, nonetheless, the parties are cognizant of the fact that in certain matters, binding arbitration is mandated by law and that such law applies to this agreement.
  - 1. The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties, and such costs shall be shared equally.
  - 2. All other costs shall be borne by the parties incurring them.

#### **ARTICLE IV - EMPLOYEE RIGHTS**

- A. 1. When disciplinary action is contemplated and an employee is required to appear before a supervisor concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining thereto, he/she shall be given reasonable notice when possible of the reasons for such meeting and shall be entitled to have representatives of the Association present.
- 2. When disciplinary action is contemplated and an employee is required to appear before the Superintendent concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining thereto he/she shall be given twenty-four (24) hours notice of the reasons for such meeting and shall be entitled to have representatives of the Association present.
- B. 1. An employee shall have the right to review the contents of his/her personnel file, upon reasonable notice, and to receive copies at Commission expense of any documents contained therein.
- 2. An employee shall receive a copy of all documents placed in his/her personnel file which might be used in or be the subject of disciplinary proceedings. The employee shall have the right to submit a response to the material, which shall be attached to the file copy.
- 3. The Commission shall not establish any personnel file which is not available for the employee's inspection.

- C. No employee shall be prevented from wearing pins or other suitable identification of membership in the Association or its affiliates.
- D. An employee who is summoned for jury duty shall receive his/her normal compensation for the duration of that duty.

**ARTICLE V - THE ASSOCIATION AND ITS RIGHTS**

- A. Upon prior approval by the Superintendent, the Association and its representatives shall have the right to use Commission buildings at all reasonable hours for meetings. All costs for custodial overtime incurred from such Association meetings shall be paid by the Association.
- B. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on employee bulletin boards located either in the teachers' rooms in the Academies or near the Resource Room.
- C. The President of the Association shall be given written notice of all regular and special meetings of the Commission at least 48 hours prior to the scheduled time of the meeting.
- D. Upon their employment, names and addresses of newly hired employees shall be provided to the Association President.
- E. The President of the Association shall be scheduled for a fifteen (15) minute period to address new teachers at Orientation.
- F. The President of the Association shall be released from his/her teaching duties two days each year to conduct Association business.
- G. 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 representatives of the employees, and to no other organizations. This provision shall in no way operate to abrogate any right or privilege heretofore exercised by administration of the ECESC.

**ARTICLE VI - SICK LEAVE**

- A. All employees shall be entitled to ten (10) 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. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees starting after September 30 of the school year, immediately upon employment, shall be entitled to a sick bank consisting of one day for each month remaining in the school year.
- C. Sick leave is defined as absence from duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorities on account of a contagious disease, or being quarantined because of such a disease in the immediate household. Employees, whose absences, due to sick leave, exceed three (3) consecutive days, will be required to bring a doctor's note.

- D. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
- E. The Commission reserves the right to require the filing of a doctor's certificate attesting to an employee's illness in order to obtain sick leave, whenever, in the discretion of the Superintendent, there is reason to believe that the sick leave requested is not bona fide. This policy applies to any length of sick leave, notwithstanding the provisions of Article VI-C.

## **ARTICLE VII - TEMPORARY LEAVES OF ABSENCE**

### **A. Types of Leave**

- 1. Full-time, contractual employees are eligible for three (3) personal leave days with pay for the discharge of important personal matters, family business, legal, religious responsibilities, college graduations, professional business, or other personal emergencies that cannot be handled outside of regular working hours. Part-time hourly teachers are not eligible for personal leave with pay. Personal leave shall not be permitted on a day immediately preceding or following a holiday except in extreme, extenuating circumstances or emergencies. Unused personal leave in any one year shall be credited to the employee's accumulated sick leave. All eligible employees for personal leave with pay are required to obtain approval of the Superintendent. Requests should be made at least forty-eight (48) hours in advance. Any exceptions to the notice provision due to an emergency must be requested in writing, with reason stated, to the Superintendent.

The Superintendent shall have the right, at his/her discretion, to require of any employee a specific reason stated in writing requesting a personal day.

- 2. Employees shall be eligible for time necessary to participate in any legal proceeding where the employee's attendance is required by law, except no leaves shall be granted where the required appearance is in a matter where the employee or the Association is an adversary to the Commission.
- 3. Employees shall be eligible for death in the family leave with pay and continuation of other benefits in the following manner. In the case of death of spouse, parent, step-parent, parent-in-law, child or step-child of any employee, such employee shall be excused for a period of up to five (5) consecutive work days. In the case of death of grandchild, sister, brother, grandparent, daughter/son-in-law, brother/sister-in-law, and other immediate members of employees' household, such employee shall be excused for a period of up to three (3) consecutive work days. In the case of death of uncle, aunt, niece, nephew or cousin of any employee, such, employee shall be excused for a period of one (1) day to attend the funeral services.
- 4. Employees shall be eligible for time necessary when called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his/her regular pay in addition to any pay, which is received, from the state or federal government.



- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled in accordance with N.J.S.A. 38:23-4 et. seq.

### **ARTICLE VIII - EXTENDED LEAVES OF ABSENCE**

- A. **Military leave** without pay shall be granted in accordance with N.J.S.A. 38:24-4 et. seq. to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months after recovery of any wound or sickness at time of discharge.

**B. Maternity Leave/ Paternity Leave/ Child Rearing Leave**

1. An employee who is pregnant may elect to use her annual and accumulated sick leave for the period of disability.
2. Teachers shall be eligible for Maternity, Paternity and Child Rearing Leave for three month periods, not to exceed one (1) year from time of the original application. Teachers shall notify the Superintendent in writing one month prior to the date which the teacher intends to begin the Maternity, Paternity and Child Rearing Leave and one month prior to a request for a three-month extension of such leave, up to one year.
3. Health benefits, dental benefits, pension, life and prescription drug benefits shall be continued at no cost to the teacher for the initial three-month leave of absence. Teachers shall have the option of continued coverage by assuming payment of premiums due, at a rate to be determined for the remainder of the one-year period.
4. A teacher who adopts a child shall be entitled to a child rearing leave as in B-2 and B-3 above.
5. An employee's return from such leave shall not be at an arbitrary or unreasonable time and shall be consistent with law.

- C. Other leaves of absence without pay may be granted by the Commission for good reason at the Commission's sole discretion.

**D. Return from Leave**

1. **Salary** - Upon return from leave granted pursuant to this Article, an employee shall be considered as if he/she were actively employed by the Commission during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, except in the case of extended leaves granted for one full school year or more, in which case there will be no advancement on the salary guide.
2. **Benefits** - All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return. All employees returning from leaves of absence will notify the personnel department on a form provided by the Commission within two (2) weeks of the teachers' return of their desire to be re-enrolled in the health benefits plans.

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

## **ARTICLE IX - INSURANCE PROTECTION**

- A. All full-time employees, except as noted in paragraph C below, shall receive single coverage for the following health benefits, as up-graded, during the period of this Agreement:

Blue Cross/Blue Shield-Medical/Surgical; Major Medical; Vision Care; Prescription Drugs (\$20 Brand /\$10 Generic/\$0 mail in co-pay, including contraceptives), Hospitalization. The prescription co-pay shall be determined on the basis of the drug that is dispensed at the time of filling.

Full time employees shall have the option of purchasing parent/child or family health benefits coverage.

- B. All full-time employees shall receive full dependent coverage for the following dental benefit:

Delta Care Flagship with an option to enroll in Delta Preferred or Delta Premier.

- C. Full-time employees in the Essex Junior Academy employed on or before August 31, 1999 will receive full dependent coverage for the following health benefits, as upgraded, during the period of this Agreement. Full-time employees in the Essex Junior Academy employed on or after September 1, 1999 will receive single coverage for the following health benefits, as up-graded, during the period of this Agreement.

Blue Cross/Blue Shield-Medical/Surgical; Major Medical; Vision Care; Prescription Drugs (\$20 Brand /\$10 Generic/\$0 mail in co-pay, including contraceptives), Hospitalization. The prescription co-pay shall be determined on the basis of the drug that is dispensed at the time of filling

- D. For each employee who remains employed for the full school year, insurance coverage shall cover the period September 1 -August 31.

- E. Buy-Out Option: Effective July 1, 1999

All full-time employees who decline Health Insurance (Medical/Surgical, Major Medical, Vision Care and Prescription Drugs) will receive an annual payment as follows:

1. All full-time employees who decline Single Health Insurance coverage will be paid \$750.00.
2. All full-time employees in the Essex Junior Academy who are eligible for family benefits and who decline family benefits and select single coverage will be paid \$ 1,000.00.
3. All full-time employees in the Essex Junior Academy who are eligible for family benefits and who decline all Health Insurance coverage will be paid \$1,500.00.
4. To be eligible for the buy-out option employees must show proof of insurance coverage.

5. Employees wishing to re-enroll shall be permitted to do so during the next open enrollment period.
  6. **COBRA** rules shall apply to employees seeking re-enrollment.
  7. Pay out dates for the above stipend shall be December 31 and June 30, pro rated on the basis of length of employment within the year when coverage is dropped.
- F. The Commission will participate in the State Disability Insurance Plan with the cost of this Plan to be borne in accordance with State regulations.
- G. The Commission will provide to each employee at the start of the school year and thereafter upon commencement of employment, a description of the conditions and limits of coverage listed above, when provided by the insurance company.

## **ARTICLE X - DEDUCTIONS FROM SALARY**

### A. Association Payroll Dues Deduction

1. The Commission agrees to deduct from the salaries of its employees, dues for the Educational Services Teachers Association, the Essex County Education Association, the New Jersey Education Association and the National Education Association as said teacher individually and voluntarily authorizes the Commission to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-5.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. **Representation Fee** - If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employees will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. This fee shall be 85% of the Association's regular membership dues fees and assessments, and shall be paid and administered pursuant to the requirements of the law.

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses (excluding Counsel fees) that may arise out of, or by reason of any action taken by the employer in conforming with this provision, except in cases involving the willful misconduct by the employer or by reason of the employer's imperfect execution of the obligations imposed upon it by this Article.

The Board agrees that it shall give the Association timely notice in writing of any such claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

Both parties will cooperate with each other in the gathering of evidence, securing witnesses and all other aspects of the defense.

3. Each of the associations named above shall certify to the Commission, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Commission thirty (30) days written notice prior to the effective date of such change.
- B. Employees may elect to have any percentage of his/her salary withheld each month. Said monies shall be deposited, within five (5) days of the pay date, in an interest bearing account in the teacher's name. The bank shall be selected by the Teachers' Association.
- C. Employees may elect to participate in a Tax Sheltered Annuity Plan and to request the withholding of part of his/her salary for it. The plan(s) shall be selected by the Commission.
- D. Employees may elect to participate in a U.S. Savings Bond Program and to request the withholding of part of his/her salary for it.

## **ARTICLE XI - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Division of Services to Nonpublic and Public Schools and Special Education Division employees shall be eligible for salary adjustment for advanced degrees and credits. No salary adjustment for advanced degrees or credits will be granted to any entitled Division of Services to Nonpublic and Public Schools or Special Education teacher obtaining same during the course of his or her employment unless in the judgment of the Superintendent, the advanced degree or credit (in excess of Master's Degree) are directly related to the employee's current duties and responsibilities with the ECESC or a degree or advanced credits in administration or supervision.

Division of Services to Nonpublic and Public Schools and Special Education teachers having questions whether their advanced degree or credits are directly related to their teacher's current duties and responsibilities with the ECESC should request approval in writing from the Superintendent prior to the commencement of any course of study.

- B. When a Division of Services to Nonpublic and Public Schools or Special Education teacher completes the requirements for a new level, said teacher, on a form supplied by the Board, (1) shall notify the Superintendent's office that the new level has been attained and (2) shall submit said form for approval on or before September 1st, or February 1st of the current school year, in order to attain approval and subject to the following:

Upon confirmation, by official transcript, from an accredited college or university, adjustments will be retroactive either to September 1st, or February 1st, whichever period is applicable. It is specifically understood and agreed that no retroactive payment for attaining a new level will be granted except for the current school year in which application is made, and only up to the aforementioned cut-off dates as listed.

## **ARTICLE XII - EVALUATION**

- A. The purpose of the teacher evaluation shall be to assist teachers to develop their abilities through an assessment of their strengths and weaknesses. Teacher evaluation shall be a process through which the supervisors provide guidelines, suggest ways to overcome difficulties make recommendations and determine the progress of teacher performance.
- B. Teacher evaluation shall be an on-going process, which includes all teacher/supervisor relationships, including, but not limited to classroom observations.
- C. Non-tenured teachers shall be observed through classroom visitations at least three (3) times each school year, except in cases where the teacher is employed for a period less than the full school year. Tenured teachers shall be observed through classroom visitations at least once in each school year.
- D. Evaluations for non-tenured teachers shall be written at least three (3) times each year, unless the teacher is employed for a period less than the full school year. Evaluations for tenured teachers shall be written at least once each year. Formal evaluation interviews will be scheduled by supervisors with teachers to discuss matters pertaining to the teacher's growth and development, strengths and weaknesses, as indicated in the written teacher evaluation.
- E. Teachers are required to sign formal evaluation reports. The signing of an evaluation report by the teachers does not mean the teacher agrees with the evaluation. The teacher may submit their disagreement with the formal evaluation report, in writing, within ten (10) days after the signing of the formal evaluation report.
- F. The evaluation procedure shall not prohibit the supervisor from conducting such additional observations, at their discretion, to effectively determine the overall performance of a teacher.

## **ARTICLE XIII - EMPLOYMENT AND TRANSFER**

- A. Each teacher shall be placed on his/her proper step of the salary schedule. Any teacher employed for more than half of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- B. Notice of vacancies shall be posted in the Commission's office and in each building, including the Division of Services to Nonpublic and Public Schools Resource Center which the Commission leases. Such notice shall include a job description, qualifications and a salary schedule. Whenever possible, vacancy notices shall be posted at least ten (10) school days before the application deadline.
- C. Teachers who wish to transfer to another position shall submit a request in writing to the Superintendent. All requests for transfer shall be acknowledged by the Superintendent as having been received.
- D. Involuntary transfers may be required because of organizational and/or student needs. Involuntary transfers will be assigned by the Superintendent or his designee and the teacher

affected will be given the reasons for the transfer and provided an opportunity to discuss the transfer with the Superintendent or his designee.

Notice of transfer shall be provided in writing at least two (2) weeks prior to the occasion, where time constraints permit.

- E. Employees shall be notified of their contract and salary status no later than April 30th unless no contract agreement has been reached for the ensuing year.
- F. Employees qualified for home instruction vacancies will be given preference providing that home instruction requests are in the same areas of certification held by teachers. An eligibility list will be kept on file and assignments will be made according to this list. An employee's name may be removed from this list for good cause.
- G. A copy of all vacancy postings shall be sent to the Association President.

#### **ARTICLE XIV - SALARIES AND OTHER-COMPENSATION**

- A. Salary Guides -- See Attachments A through I. For days worked at the Juvenile Detention Center and the Essex Community School in excess of 185, the per diem rate shall be calculated with a ratio of 1/195. Each employee will be advanced one step per year on the guide except in the case of a maternity leave or other extended leave granted for one full year or more. For days worked beyond the contracted school year the rate of pay shall be 1/200th of the annual salary for the following positions: Occupational therapist, Physical therapist, school social workers, LDTC's, school psychologist, speech language specialist, school nurses. This shall also apply to anyone who is appropriately certified and is assigned to perform duties in accordance with the certificate.
- B Teachers in the Division of Services to Non Public Schools shall be eligible for placement on the MA or MA + 30 salary guide. Credits beyond the MA must be graduate credits, 15 of which may be electives and 15 of which must be in present position or education.
- C. Longevity Pay:
  - 1. Teachers with ten (10) years of service with the Commission will receive \$1600.00 additional compensation on their salary.
  - 2. Teachers with twenty (20) years of service with the Commission will receive \$2000.00 additional compensation on their salary.
- D. Home Instruction -- Teachers who provide home instruction will receive \$25.50 per hour as additional compensation, effective July 1, 1999.
- E. Reimbursement for Unused Sick Days at Retirement -- Upon retirement, teachers with ten (10) years employment with the Commission shall receive \$30.00 per day for unused sick days in excess of forty (40) days. The maximum number of days teachers will be paid in excess of forty (40) will be one hundred twenty-five (125) days.
- F. Summer Work or Curriculum Committees -- Teachers who work during the summer on curriculum committees or other assignments will receive \$18.00 per hour as additional compensation.

- G. Travel Mileage -- Teachers will receive travel reimbursement at the IRS rate. The amount will increase in accordance with the IRS rate for the regular work day and home instruction. This reimbursement does not include mileage from teacher's home to first daily teaching assignment or from last daily teaching assignment to home.
- H. Driving Stipend -- Division of Services to Nonpublic and Public Schools teachers who are required to drive Commission vehicles, as part of their duties will be compensated as follows:
  - 1. Those that drive less than three (3) hours per week \$19.00 per day.
  - 2. Those that drive more than three (3) hours per week \$24.00 per day.
  - 3. Seniority preference will be given to current teacher drivers for future assignments whenever practicable.
- I. Speech language specialists shall receive one (1) continuous hour of case management time per week. In addition, each speech language specialist shall receive as annual stipend of \$2,000.00 per year which shall be pensionable.

All part time speech language specialists shall receive pro-rated case management time each week as well as a pro-rated annual stipend which shall be pensionable.

#### **ARTICLE XV - WORK YEAR**

**A. Services to Nonpublic Schools:**

The school calendar will consist of 183 days, including three snow days. The maximum number of workdays will be 180.

**B. Essex Junior Academy, Essex High School, Essex Campus Academy, Valley School and Related Services:**

The school calendar will consist of 188 days, including three snow days. The maximum number of workdays will be 185.

**C. The Division of Services to Nonpublic and Public Schools** calendar shall include two (2) days for orientation purposes.

**D. The Juvenile Detention Center and the Essex Community School:** The school calendar shall consist of 220 days. For days worked in excess of 185, the per diem rate shall be calculated with a ratio of 1/195.

**E. Teacher Assignment:**

All teachers shall be given written notice of their tentative work assignment no later than August 24th each school year. The administration may change such assignments in the event of unforeseen circumstances or emergencies, and shall notify the teacher affected by such change promptly and in writing. Teachers shall be notified of the first day of school by the end of the current school year.

## ARTICLE XVI - HOURS AND LOAD

### A. **Services to Nonpublic Schools**

1. Teachers will work a maximum of six hours per day from the time they reach their designated school to the time they leave their designated school. Wherever possible, the six-hour workday for teachers will be from 8:30-2:30.
2. All teachers will be entitled to a duty-free lunch period equivalent to the scheduled lunch period of students in school they are teaching at that day.
3. Preparation time for Teachers assigned to Non Public Schools shall be in accordance with the existing practice.

B. Teachers at the **Essex Junior Academy** are to report to the building by 8:00 AM and they are dismissed at 3:30 PM. The building principal will designate the two days of the week when teacher dismissal will be at 3:00 PM. In addition, every other Wednesday teachers at the Essex Junior Academy will be dismissed at 3:00 PM. Teachers at the Essex Junior Academy shall be dismissed at 2:30 PM on Monday and Friday except that one teacher shall remain until all pupils have left school premises. Building principal may extend this 2:30 PM Friday dismissal time if he/she feels there is an emergent, need to do so.

C. Teachers at the **Essex High School, Essex Campus Academy** and the **Valley School** will work form 8:00 AM to 3:00 PM for a thirty-five hour workweek.

D. Teachers at the **Juvenile Detention Center** will work 36 hours and 40 minutes per week with 30-minute daily lunch period and 60 minutes of non-pupil contact time each day.

E. **Related Services** teachers will work 40 hours per week including a thirty (30) minute daily lunch and thirty (30) minute prep period each day.

F. Teachers at the **Essex Junior Academy, Essex High School, Essex Campus Academy** and the **Valley School** will be provided one preparation period per day, which will be the same length of time as an instructional period or one hour per day in accordance with existing practice.

G. **All teachers** will be given a thirty (30) minute duty/travel free lunch period per day. This lunch period shall be no less than (30) minutes. Teachers may leave the building during their lunch period. Teachers who leave the building during their lunch period will sign out when leaving and sign in when returning, some teachers will be assigned to chaperone students during student lunch periods.

H. 1. **Full-time Special Education teachers** will be assigned no more than six instructional periods per day.

2. In addition to six instructional periods per day, full-time, Special Education teachers may be assigned one duty period per day, which may include classroom coverage, hall duty, cafeteria duty, school clubs, time out room, in-school suspension, etc.



- I. Teachers possessing a valid New Jersey License will be required to drive a mobile classroom when requested.
- J. **All elementary certified teaching staff members** will be required to teach supplementary instruction when required.
- K. All certified teaching staff members, except speech language specialist, will be required to teach E.S.L. and the Commission will reimburse teachers for six credits per year at a maximum dollar amount not to exceed the highest State College/University tuition rate per credit to maintain their provisional E.S.L. teaching certificate, provided the employee receives a satisfactory grade for the courses taken and that they continue their employment with the Commission the following year.
- L. **Tuition reimbursement** for other than ESL credits will be as follows:
  - a. An annual \$10,000 total sum of money will be set aside by the Commission,
  - b. A maximum of six (6) credits per year will be reimbursed at 50% of the State College rate, providing the employee receives a grade of "B" or better.
  - c. Prior approval must be obtained by the Superintendent of the E.C.E.S.C. for graduate credits directly related to the employee's current duties and responsibilities with the Commission.
  - d. Reimbursement will be made on a first come, first serve basis with the stamped date the application is received by the Commission being the determining factor.
  - e. Application for approval will be made on a form provided by the Commission.
  - f. Reimbursement shall be received by the employee on the first payday of the September of the succeeding year.
  - g. The above, (F) reimbursement criterion is waived for those employees who retire or are RIFFED. They will be reimbursed on their last payday.
  - h. The Board is not precluded from exercising its discretion to also waive the above provision (f) for those employees whose personal circumstances do not permit them to return to work in the succeeding year. Clauses f, g., and h. above are applicable to ESL credits-as well.
- M. Unless otherwise specified herein, a part-time employee is one who works less than twenty (20) hours per week. Those employees would receive only those benefits specifically noted in the agreement or by law.
- N. Resource Hours  
  
Resource hours will be extended. Employees will be guaranteed access at least four (4) times yearly between the hours of 1:00-3:00 PM.

## ARTICLE XVII - MISCELLANEOUS PROVISIONS

- A. The Commission agrees that there shall be no discrimination and that all practices, procedures, and policies of the Commission shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application of administration of the Agreement on the basis of race, creed, religion, national origin, sex, domicile, marital status, age, or sexual orientation.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.
- D. Copies of the Agreement shall be printed at the expense of the Commission and the Association after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed by the Commission.
- E. Notification of mentor positions shall be posted in accordance with Article XIII B & G.

Stipend for mentors shall be:

First year:

Alternate Route (20 days) - \$450.00.

Alternate Route remainder of year \$550.00.

Traditional Teacher \$550.00

Second year:

Alternate route and traditional teacher \$550.00.

The parties agree to reopen the negotiations when changes occur in the rules and regulations governing the mentoring program for alternative route or advanced standing teachers and rules and regulations governing the professional development program requirements.

- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:
  - 1. If by Association, to Commission at:
    - 414 Eagle Rock Ave.
    - West Orange, New Jersey 07052

2. If by the Commission, to Association President at his/her home address.

**ARTICLE XVIII - DURATION OF AGREEMENT**

- A. This Agreement Shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In Witness Whereof, the practice hereto have caused this Agreement to be signed by the respective presidents, attested by their respective Secretaries and their corporate seals to be placed. Hereon all on the day and year first above written.

Educational Services Teachers Association

Essex County Educational Services Commission

By \_\_\_\_\_  
Michelle Ostapiej, President

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

By \_\_\_\_\_  
Lucille Rogers, Secretary

By \_\_\_\_\_  
Jacqueline A. Young, Board Secretary

**July 21, 2006**

**A**

## Division of Services to Non Public Schools

<b>BA GUIDE</b>				
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$37,733	\$39,733	\$41,134	\$42,561
2	\$38,033	\$40,033	\$41,434	\$42,861
3	\$38,333	\$40,333	\$41,734	\$43,161
4	\$38,633	\$40,633	\$42,034	\$43,461
5	\$39,593	\$41,593	\$42,994	\$44,421
6	\$40,590	\$42,590	\$43,991	\$45,418
7	\$41,590	\$43,590	\$44,991	\$46,418
8	\$43,246	\$45,246	\$46,647	\$48,074
9	\$44,901	\$47,479	\$49,463	\$51,512

<b>MA GUIDE</b>				
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$38,696	\$40,696	\$42,097	\$43,524
2	\$38,996	\$40,996	\$42,397	\$43,824
3	\$39,296	\$41,296	\$42,697	\$44,124
4	\$39,596	\$41,596	\$42,997	\$44,424
5	\$40,557	\$42,557	\$43,958	\$45,385
6	\$41,553	\$43,553	\$44,954	\$46,381
7	\$42,554	\$44,554	\$45,955	\$47,382
8	\$44,209	\$46,209	\$47,610	\$49,037
9	\$45,864	\$48,443	\$50,427	\$52,477

<b>MA+30 GUIDE</b>				
<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$39,660	\$41,660	\$43,061	\$44,488
2	\$39,960	\$41,960	\$43,361	\$44,788
3	\$40,260	\$42,260	\$43,661	\$45,088
4	\$40,560	\$42,560	\$43,961	\$45,388
5	\$41,520	\$43,520	\$44,921	\$46,348
6	\$42,517	\$44,517	\$45,918	\$47,345
7	\$43,517	\$45,517	\$46,918	\$48,345
8	\$45,172	\$47,172	\$48,573	\$50,000
9	\$46,828	\$49,407	\$51,391	\$53,441

All salary guide movement is diagonal until the employee reached maximum, then movement is read horizontally across the guide.

**B**

## Related Services

### BA Guide

<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$51,208	\$53,208	\$54,608	\$56,033
2	\$52,562	\$54,562	\$55,962	\$57,387
3	\$53,917	\$55,917	\$57,317	\$58,742
4	\$55,271	\$57,271	\$58,671	\$60,096
5	\$56,626	\$58,626	\$60,026	\$61,451
6	\$57,980	\$59,980	\$61,380	\$62,805
7	\$59,335	\$61,335	\$62,735	\$64,160
8	\$60,659	\$62,659	\$64,059	\$65,484
9	\$62,049	\$64,049	\$65,449	\$66,874
10	\$63,438	\$65,438	\$66,838	\$68,263
11	\$64,827	\$66,827	\$68,227	\$69,652
12	\$67,603	\$70,181	\$72,165	\$74,214

### MA Guide

<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$52,171	\$54,171	\$55,571	\$56,998
2	\$53,526	\$55,526	\$56,926	\$58,353
3	\$54,880	\$56,880	\$58,280	\$59,707
4	\$56,235	\$58,235	\$59,635	\$61,062
5	\$57,589	\$59,589	\$60,989	\$62,416
6	\$58,944	\$60,944	\$62,344	\$63,771
7	\$60,298	\$62,298	\$63,698	\$65,125
8	\$61,623	\$63,623	\$65,023	\$66,450
9	\$63,012	\$65,012	\$66,412	\$67,839
10	\$64,401	\$66,401	\$67,801	\$69,228
11	\$65,790	\$67,790	\$69,190	\$70,617
12	\$68,567	\$71,145	\$73,129	\$75,178

All salary guide movement is diagonal until the employee reached maximum, then movement is read horizontally across the guide.

**MA+30 Guide**

<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$53,134	\$55,134	\$56,534	\$57,961
2	\$54,489	\$56,489	\$57,889	\$59,316
3	\$55,843	\$57,843	\$59,243	\$60,670
4	\$57,198	\$59,198	\$60,598	\$62,025
5	\$58,553	\$60,553	\$61,953	\$63,380
6	\$59,907	\$61,907	\$63,307	\$64,734
7	\$61,262	\$63,262	\$64,662	\$66,089
8	\$62,586	\$64,586	\$65,986	\$67,413
9	\$63,975	\$65,975	\$67,375	\$68,802
10	\$65,365	\$67,365	\$68,765	\$70,192
11	\$66,754	\$68,754	\$70,154	\$71,581
12	\$69,530	\$72,108	\$74,092	\$76,141

All salary guide movement is diagonal until the employee reached maximum, then movement is read horizontally across the guide.

**Essex H.S., Campus Academy, Junior Academy, & Valley School**

<b>Step</b>	<b>BA Guide</b>			
	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$38,632	\$40,632	\$42,032	\$43,459
2	\$38,932	\$40,932	\$42,332	\$43,759
3	\$39,232	\$41,232	\$42,632	\$44,059
4	\$39,532	\$41,532	\$42,932	\$44,359
5	\$40,579	\$42,579	\$43,979	\$45,406
6	\$41,626	\$43,626	\$45,026	\$46,453
7	\$42,673	\$44,673	\$46,073	\$47,500
8	\$43,724	\$45,724	\$47,124	\$48,551
9	\$44,842	\$46,842	\$48,242	\$49,669
10	\$45,803	\$47,803	\$49,203	\$50,630
11	\$46,832	\$48,832	\$50,232	\$51,659
12	\$47,887	\$49,887	\$51,287	\$52,714
13	\$49,030	\$51,030	\$52,430	\$53,857
14	\$52,777	\$54,777	\$56,177	\$57,604
15	\$56,523	\$59,096	\$61,080	\$63,129

<b>Step</b>	<b>MA Guide</b>			
	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$39,661	\$41,661	\$43,061	\$44,488
2	\$39,961	\$41,961	\$43,361	\$44,788
3	\$40,261	\$42,261	\$43,661	\$45,088
4	\$40,561	\$42,561	\$43,961	\$45,388
5	\$41,608	\$43,608	\$45,008	\$46,435
6	\$42,655	\$44,655	\$46,055	\$47,482
7	\$43,703	\$45,703	\$47,103	\$48,530
8	\$44,753	\$46,753	\$48,153	\$49,580
9	\$45,871	\$47,871	\$49,271	\$50,698
10	\$46,832	\$48,832	\$50,232	\$51,659
11	\$47,861	\$49,861	\$51,261	\$52,688
12	\$49,144	\$51,144	\$52,544	\$53,971
13	\$50,745	\$52,745	\$54,145	\$55,572
14	\$54,988	\$56,988	\$58,388	\$59,815
15	\$59,232	\$61,805	\$63,789	\$65,838

**MA+30 Guide**

<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$40,690	\$42,690	\$44,090	\$45,517
2	\$40,990	\$42,990	\$44,390	\$45,817
3	\$41,290	\$43,290	\$44,690	\$46,117
4	\$41,590	\$43,590	\$44,990	\$46,417
5	\$42,638	\$44,638	\$46,038	\$47,465
6	\$43,685	\$45,685	\$47,085	\$48,512
7	\$44,732	\$46,732	\$48,132	\$49,559
8	\$45,783	\$47,783	\$49,183	\$50,610
9	\$46,900	\$48,900	\$50,300	\$51,727
10	\$47,975	\$49,975	\$51,375	\$52,802
11	\$49,005	\$51,005	\$52,405	\$53,832
12	\$50,860	\$52,860	\$54,260	\$55,687
13	\$52,690	\$54,690	\$56,090	\$57,517
14	\$57,688	\$59,688	\$61,088	\$62,515
15	\$62,686	\$65,259	\$67,243	\$69,292
Off Guide	\$61,045	\$63,618	\$65,572	\$67,621
Off Guide	\$74,407	\$76,980	\$78,933	\$80,983

All salary guide movement is diagonal until the employee reached maximum, then movement is read horizontally across the guide.



**Juvenile Detention Center**

<b>Step</b>	<b>BA Guide</b>			
	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$42,072	\$44,072	\$45,472	\$46,899
2	\$42,631	\$44,631	\$46,031	\$47,458
3	\$43,190	\$45,190	\$46,590	\$48,017
4	\$43,748	\$45,748	\$47,148	\$48,575
5	\$44,866	\$46,866	\$48,266	\$49,693
6	\$45,984	\$47,984	\$49,384	\$50,811
7	\$47,101	\$49,101	\$50,501	\$51,928
8	\$48,219	\$50,219	\$51,619	\$53,046
9	\$49,337	\$51,337	\$52,737	\$54,164
10	\$50,454	\$52,454	\$53,854	\$55,281
11	\$51,572	\$53,572	\$54,972	\$56,399
12	\$52,690	\$54,690	\$56,090	\$57,517
13	\$53,807	\$55,807	\$57,207	\$58,634
14	\$54,925	\$56,925	\$58,325	\$59,752
15	\$56,042	\$58,615	\$60,599	\$62,648

<b>Step</b>	<b>MA Guide</b>			
	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$43,035	\$45,035	\$46,435	\$47,862
2	\$43,594	\$45,594	\$46,994	\$48,421
3	\$44,153	\$46,153	\$47,553	\$48,980
4	\$44,712	\$46,712	\$48,112	\$49,539
5	\$45,830	\$47,830	\$49,230	\$50,657
6	\$46,947	\$48,947	\$50,347	\$51,774
7	\$48,065	\$50,065	\$51,465	\$52,892
8	\$49,182	\$51,182	\$52,582	\$54,009
9	\$50,300	\$52,300	\$53,700	\$55,127
10	\$51,418	\$53,418	\$54,818	\$56,245
11	\$52,535	\$54,535	\$55,935	\$57,362
12	\$53,653	\$55,653	\$57,053	\$58,480
13	\$54,771	\$56,771	\$58,171	\$59,598
14	\$55,888	\$57,888	\$59,288	\$60,715
15	\$57,006	\$59,579	\$61,563	\$63,612

**MA+30 Guide**

<b>Step</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	\$43,999	\$45,999	\$47,399	\$48,826
2	\$44,558	\$46,558	\$47,958	\$49,385
3	\$45,116	\$47,116	\$48,516	\$49,943
4	\$45,675	\$47,675	\$49,075	\$50,502
5	\$46,793	\$48,793	\$50,193	\$51,620
6	\$47,911	\$49,911	\$51,311	\$52,738
7	\$49,028	\$51,028	\$52,428	\$53,855
8	\$50,146	\$52,146	\$53,546	\$54,973
9	\$51,263	\$53,263	\$54,663	\$56,090
10	\$52,381	\$54,381	\$55,781	\$57,208
11	\$53,499	\$55,499	\$56,899	\$58,326
12	\$54,616	\$56,616	\$58,016	\$59,443
13	\$55,734	\$57,734	\$59,134	\$60,561
14	\$56,852	\$58,852	\$60,252	\$61,679
15	\$57,969	\$60,542	\$62,526	\$64,575

All salary guide movement is diagonal until the employee reached maximum, then movement is read horizontally across the guide.

## Hourly Salary Guides

<b>2004-05</b>		<b>2004-05</b>	<b>SS</b>	<b>2004-05</b>	<b>SS</b>
<b>Step</b>	<b>Four</b>	<b>Step</b>	<b>Grant #1</b>	<b>Step</b>	<b>Grant #2</b>
1	\$31.03	1	\$22.99	1	\$30.04
2	\$31.29	2	\$23.51		
3	\$31.55				
4	\$31.81				
5	\$33.37				
6	\$34.70				
7	\$36.04				
8	\$37.38				
9	\$38.91				
<b>OFF</b>	<b>\$46.23</b>				
<b>2005-06</b>		<b>2005-06</b>	<b>SS</b>	<b>2005-06</b>	<b>SS</b>
<b>Step</b>	<b>Four</b>	<b>Step</b>	<b>Grant #1</b>	<b>Step</b>	<b>Grant #2</b>
1	\$32.42	1	\$24.02	1	\$31.40
2	\$32.70	2	\$24.57		
3	\$32.97				
4	\$33.24				
5	\$34.87				
6	\$36.27				
7	\$37.66				
8	\$39.06				
9	\$40.66				
<b>OFF</b>	<b>\$48.31</b>				
<b>2006-07</b>		<b>2006-07</b>	<b>SS</b>	<b>2006-07</b>	<b>SS</b>
<b>Step</b>	<b>Four</b>	<b>Step</b>	<b>Grant #1</b>	<b>Step</b>	<b>Grant #2</b>
1	\$33.88	1	\$25.11	1	\$32.81
2	\$34.17	2	\$25.68		
3	\$34.45				
4	\$34.74				
5	\$36.44				
6	\$37.90				
7	\$39.36				
8	\$40.82				
9	\$42.49				
<b>OFF</b>	<b>\$50.49</b>				

