

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
City of Elizabeth
&
The Elizabeth
EDUCATION ASSOCIATION

TEACHERS, ASSISTANTS,
SECRETARIES,
&
SECURITY PERSONNEL

JULY 1, 2001 THROUGH JUNE 30, 2004

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ARTICLE	PAGE
PREAMBLE	3
I RECOGNITION	3
II NEGOTIATIONS PROCEDURE	4
III GRIEVANCE PROCEDURE	5
IV EMPLOYEE RIGHTS	8
V ASSOCIATION RIGHTS AND PRIVILEGES	9
VI SCHOOL CALENDAR	10
VII ORIENTATION PROCEDURES	10
VIII TEACHER ASSIGNMENT	11
IX TRANSFER AND REASSIGNMENTS	13
X PROMOTIONS	14
XI TEACHER EVALUATION	15
XII SALARIES	16
XIII SICK LEAVE	19
XIV EMERGENCY LEAVES OF ABSENCE	20
XV EXTENDED LEAVES OF ABSENCE	21
XVI SABBATICAL LEAVES	22
XVII INSURANCE PROTECTION	27
XVIII DEDUCTION FROM SALARY	28
XIX MISCELLANEOUS PROVISIONS	28
XX STUDENT DISCIPLINE	29
XXI INSTRUCTIONAL ADVISORY COUNCIL	29
XXII EVENING SCHOOL, SUMMER SCHOOLS, FEDERAL PROGRAMS	30
XXIII PROTECTION OF TEACHERS, STUDENTS AND PROPERTY	30
XXIV SUBSTITUTES	30
XXV MANAGEMENT RIGHTS	30
XXVI SECRETARIES AND CLERKS	31
XXVII PREPARATION TIME - SUBSTITUTES	32
XXVIII REPRESENTATION FEE	34
XXIX TEACHERS HOURS	35
XXX SECURITY PERSONNEL, ASSISTANTS, ATTENDANTS, TECHNICIANS & PARENT LIAISON	37
XXXI DURATION OF AGREEMENT	40
APPENDIX A	41

THIS AGREEMENT entered into this day of _____, 1998 by and between the BOARD OF EDUCATION OF THE CITY OF ELIZABETH, NEW JERSEY, hereinafter called the "Board", and the ELIZABETH EDUCATION ASSOCIATION, hereinafter called the "Association".

**ARTICLE I
RECOGNITION**

A. Pursuant to the provisions of N.J.S.A. 34:13A-1 et seq., the Elizabeth Board of Education hereby recognizes the Elizabeth Education Association as the majority representative for collective negotiations concerning terms and conditions of employment for all certified personnel under contract or on leave, now employed, or as hereafter may be employed by the Board, including:

- Teachers: *Including Extended School Day/Year Teachers (11 months)*
- Librarians
- Nurses
- Attendance Officers
- Guidance Counselors
- School Psychologists
- Occupational Education Instructors
- Psychiatric Social Workers
- Teacher Assistants
- Learning Disabilities Specialists
- Reading Consultants
- Reading Resource Teachers
- Bilingual Consultants
- ESL Consultants
- Minimum Basic Skills Consultants
- Testing Consultants
- Elementary Consultants
- Staff Development Coordinators (11 months)
- Staff Development Research Consultants (11 months)
- Professional Development Teacher Trainers (10 months)
- School Improvement Facilitators (11 months)
- Teacher of Public Information (11 months)
- High School Facilitators
- Early Childhood Trainers
- Early Childhood Consultants
- Testing & Monitoring Consultants
- T.V. Production Employees
- Media Specialist Technicians
- Tech-Media specialists

but excluding:

- Coordinators
- Vice Principals
- Principals
- Directors
- Assistant Superintendent of Schools
- Superintendent of Schools
- Administrative Assistant

B. The Board also recognizes the Association as the majority representative for collective negotiations for the following non-certified personnel under contract or appointment, now employed or as hereafter may be employed by the Board:

- Clerks
- Secretaries
- Telephone Switchboard Operators
- Laboratory Assistants
- Computer Operators
- Security Personnel
- Head Security Personnel
- Classroom Assistants
- Library Assistants
- Multipurpose Assistants
- Community Assistants
- Chapter I PEP Assistants
- Chapter I Pre-K Assistants
- Assistant Audio Visual Technician
- Locker Room Attendant
- Parent Liaison
- Guidance Associates
- Classroom Assistants with CDA Certificate
- Computer Data Entry
- Non-certified Attendance Officers

C. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.; such negotiations shall begin no later than November 1st of the calendar year preceding the year in which this Agreement expires.

B. Upon request by the Association President, the Board agrees to make known to the President when and where information is available that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" shall mean a complaint by an employee(s) or by the Association that there has been an inequitable, improper or unjust application, interpretation or violation of Board Policy, this Agreement, or an administrative decision, except that the term "grievance" shall not apply to:

a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

b. A complaint of a non-tenured teacher which arises by reason of his/her not being reemployed; or

c. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.

2. A grievance to be considered under this procedure must be initiated by the grievant [the employee(s) or the Association] within twenty (20) workdays from the time when the grievant knew or should have known of its occurrence.

B. PROCEDURE

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 waiver of further appeal of the decision. The parties may mutually agree in writing to extend or contract any time limitations set forth in this Article.

(b) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. The grievant shall file a written grievance with his/her principal (or immediate supervisor or department head, as the case may be) within twenty (20) work days (as defined in section A.2. of this Article). The written grievance must specify the following: (a) the date the grievance occurred; (b) the nature of the grievance, including the Board Policy, administrative decision and/or Article(s) and section(s) of this Agreement giving rise to the grievance; (c) the nature and extent of any claimed injury, loss or inconvenience. The principal (or immediate supervisor or department head, as the case may be) shall provide the grievant with a written answer to the grievance within five (5) workdays from the date the written grievance was received.

3. The employee grievant, no later than five (5) workdays after receipt of the decision of his/her principal or other immediate supervisor, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing and shall set forth the reason(s) why the grievant is dissatisfied with the answer of the principal or other immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays from receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate supervisor.

4. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10)

workdays of receipt of the superintendent's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below.

5. ARBITRATION

a. If the Association desires to initiate arbitration, it shall send a written demand for arbitration to the New Jersey Public Employment Relations Commission (PERC), with a copy to the Superintendent, within twenty (20) days from the date of receipt of the Superintendent's decision, if not timely received, within twenty (20) workdays from the date it should have been received. The arbitration shall be conducted under the rules and regulation of PERC then in effect.

b. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and Association. The arbitrator can add nothing to, or subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory, except in the case of an alleged violation of this Agreement wherein the arbitrator's decision shall be final and binding on both parties.

c. Rights of an Employee to Representation

1. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and submit its position in writing at any hearing held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her grievance.

C. COSTS

1. Each party will bear their own costs incurred in the grievance/arbitration procedure.

2. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3. If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal time.

D. CLASS GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees, which has common issues of fact and law, the Association may initiate and submit such grievance in writing at the Superintendents level of the grievance procedure set forth in this Article. The Association may process such grievance through all levels of the grievance procedure.

ARTICLE IV EMPLOYEE RIGHTS

A. No employee shall be disciplined or reduced in compensation in any manner or form or discharged without just cause. Any such action asserted by the Board, or by any agent or representative thereof, shall not be made public unless formal charges are made, and shall be subject to the grievance procedure herein set forth.

B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any charge or inquiry into a matter which could adversely effect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a designated representative of the Association present to advise and represent him/her during such meeting or interview.

C. Employees shall not be required to drive students to activities which take place away from the school building.

D. Teachers shall maintain the exclusive rights and responsibility to determine grades. Upon written submission by his/her building administrator specifically recommending a changed grade and stating the reason therefore, the teacher shall so change the grade.

E. Employees are permitted to wear pins or other identification of the Association or its affiliates, provided that such pin or identification is reasonable in size and is not disruptive to the classroom and/or work place.

F. Personnel files shall only be available to the employee whose file it is, under current Board policy and practice, and to administrators with school business which requires review of the teacher's file. Each file shall contain a log indicating the name of the person reviewing the file and the date on which it was reviewed.

G. Administrators and employees should engage in the employment relationship based on mutual respect and dignity. Administrators should seek to avoid open criticism and reprimand of an employee in the presence of students or other adults. Employees who need to be criticized or reprimanded should receive such correction in the privacy of the administrator's office if the immediacy and gravity of the problem do not indicate a need for immediate corrective action. In like manner, employees should avoid public conflict with administrators, and matters of difference and criticism should at all times take place in private.

H. Layoff and Recall: The parties agree to establish a joint committee composed of equal representatives. The committee shall make its report by July 1, 2000 for implementation in year 1. The committee shall review and establish a procedure of layoff and recall of bargaining unit members not covered by a statutory schedule for layoff and recall in the teachers', custodians' and cafeteria contracts. The parties agree that the seniority shall be the method utilized for such new provision, that a employee shall enjoy a maximum of five (5) years on a recall list, that if an individual is recalled to employment at the Board and declines an offer of reemployment, said individual shall be removed from a recall list, that a dispute on the application of the layoff/recall provision shall be subject to expedited arbitration before a mutually selected arbitrator, and the arbitrator shall not have the authority to award back pay but shall be limited in authority to ordering a different employee be recalled or placed on layoff.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings; provided approval has been granted by the Secretary-School Business Administrator after filing of Building Application form, which approval shall not be unreasonably withheld.

**ARTICLE VIII
TEACHER ASSIGNMENT**

B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The location of Association bulletin boards in each room shall be where presently located, and if none, where designated by the Association.

Any additional bulletin boards which may be required shall be supplied by the Association. Copies of all materials posted on such bulletin boards shall be given to the school principal, but no approval shall be required.

C. The Association shall have the right to reasonable use of the school mailboxes. A copy of any open material placed in the mailboxes shall be filed in the Superintendent's office at the time of distribution. No approval shall be required.

D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

E. 1. The President of the Association shall have a full time release schedule.

2. The Vice President of the Association shall be relieved of non-teaching duties. In the event the Vice President of the Association is not a high school teacher, the President of the Association and the Superintendent of Schools shall jointly develop the respective work schedule of such employee to provide comparable released time as provided in the foregoing provisions of the teacher's contract.

**ARTICLE VI
SCHOOL CALENDAR**

The Association shall appoint a committee to study and make recommendations to the Superintendent covering the school calendar. The recommendation of the Association shall be presented to the Board of Education for consideration.

**ARTICLE VII
ORIENTATION PROCEDURES**

The Association shall appoint a committee to study and make recommendations to the Superintendent covering orientation procedures.

A. All teachers shall be given written notice of their contract and salary status no later than April 30th.

B. All teachers shall be given written notice of their tentative class subject and building assignments for the forthcoming school year, if practical by June 15th, but no later than the last day of school. The administration may change such assignments in the event of unforeseen material circumstances or emergencies, and shall notify the teacher affected by such change promptly and in writing.

C. The use of teachers' cars on official District business shall be compensated for at the prevailing rate per mile as applied by the Federal Government. In accordance with past practice, travel allowance for teachers, consultants, child study team, home instructors and audio visual personnel will be \$30.00 per month; athletic trainers shall be \$15.00 per month; attendance officers and community liaisons assigned to the attendance officers will be \$45.00 per month; the travel allowance for those teachers who receive \$.60 per day shall be increased to \$.80 per day, effective February 1, 1984. Nurses shall receive the IRS rate whenever they must use their car for school business including traveling between buildings. Nurses shall be paid at the hourly rate whenever they are required to work past their regular quitting time. Beginning in 2002, nurses shall be annually reimbursed \$200.00 for white pants and shoes.

D. Review of professional assignments may be subject to the Instructional Advisory Council.

E. During the time that the class of an elementary teacher is under the direct instruction of a special teacher in art, music, and/or physical education, such time may be used as preparation time by the said classroom teacher not to exceed one period per day.

F. As of September 1991, teachers who are stationed at the High School may be assigned to teach a sixth (6th) period under the following conditions:

1. The administration must post the assignment and seek volunteers.

2. Teachers shall be protected in the exercise of the right to freely volunteer or to refrain from volunteering for a sixth (6th) teaching period assignment without fear of penalty, reprisal or coercion.

3. If more than one teacher volunteers, the volunteer with the greater seniority in the district shall be given the assignment.

4. If no one volunteers, the administration may involuntarily assign the least senior teacher in the district with the appropriate certificate/endorsement for that teaching assignment.

5. For the beginning of a school year, no more than four (4) teachers with the appropriate certificate/endorsement may be assigned a sixth (6th) teaching period.

6. If a vacancy occurs after the beginning of a school year, more than four (4) teachers within a department may be assigned a sixth (6th) teaching period.

7. Any teacher who is assigned a sixth (6th) teaching period will be paid the following stipends, which shall be prorated based upon the portion of the year that a teacher has the assignment to the full year:

Effective school year 2000-01	\$4,117
Effective school year 2001-02	\$4,220
Effective school year 2002-03	\$4,326
Effective school year 2003-04	\$4,497

8. High School employees with a teaching certification assigned to non-teaching positions who are also assigned to teach a class on a regular basis shall be compensated pro rata at the rate of \$750.00 per semester for each class assigned beginning July 1, 2002.

G. The assignment of teachers to the extended school day/year shall be only on a voluntary basis. All assignments of teachers to the extended school day/year shall be for a complete one school year: when a teacher completes the second school year at an extended day/year schedule, the Superintendent of Schools in his sole and absolute discretion may request the teacher to continue the assignment or reassign the teacher to another school under the traditional terms of the collective bargaining agreement without the differential applicable to the extended school day/year assignment. Teachers may request reassignment to the traditional school schedule at the end of each school year not later than May 15th. Requests for reassignment shall be honored if at all possible. If the district determines not to renew the assignment of a teacher to the extended school day/year, the teacher may appeal only to the Superintendent of Schools for a review of this decision and the Superintendent's decision shall be final without appeal to arbitration.

H. Preparation Periods for Elementary Teachers: The parties agree to establish a joint committee to study the scheduling of current released time for elementary teachers. This joint committee shall be composed of equal representatives appointed by the Association and the Superintendent of Schools. The committee shall study the possibility, use and cost providing one (1) preparation per day for elementary teachers. The committee shall provide a full written report to the Superintendent of Schools who shall transmit the report to the Board of Education no later than March 1, 2002. The Board agrees to consider the recommendations of this report.

ARTICLE IX TRANSFER AND REASSIGNMENTS

1. TEACHERS

A. No later than May 10th, the Superintendent shall have posted in each school building all vacancies for the coming school year known to him and approved by the Board as of May 1st. Additional vacancies which shall become known to the Superintendent and approved by the Board between May 11th and May 30th, shall be posted by the Superintendent in each school building by June 10th. Copies of said notices shall be sent to the Association. Employees who desire a change in grade or subject assignment or who desire to transfer to another building for the forthcoming year may file a written statement of such desire with the Superintendent.

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. The teacher involved shall be entitled to a meeting with the appropriate administrator or supervisor (as determined by the Superintendent) at which time the teacher shall be notified of the reasons for the involuntary transfer or reassignment. In the event that a teacher objects to the transfer or reassignment at this meeting, the Superintendent or designee shall meet with the teacher upon the teacher's request. The teacher shall have the option to have an Association representative present at such meeting. A list of open positions shall be made available to all involuntary transferees and they shall be given the opportunity to apply for such open positions.

II. EMPLOYEES OTHER THAN TEACHERS

A. The Superintendent shall have posted in each school building all vacancies when they are known to him/her and are approved by the Board. Such notice shall include the title of the position and the building in which the position will be located. Copies of said notices shall be sent to the Association. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent.

B. Notice of involuntary transfer or reassignment shall be given to an employee as soon as practicable. The employee involved may request a meeting with the appropriate administrator or supervisor at which time the employee shall be given the reasons for the involuntary transfer or reassignment. Upon request of the employee, the Superintendent or designee shall meet with the employee to discuss the transfer or reassignment. A list of open positions in the district shall be made available to all involuntary transferees and they will be given an opportunity to apply for such positions.

C. An employee who transfers or is reassigned to a position of a different classification or category, or from a 10 month or 10.5 month position to a 12 month position, shall be given full credit for all his/her prior employment for vacation accrual.

ARTICLE X PROMOTIONS

A. A notice of vacancy in a promotional position, in Summer School and/or the creation of any new position shall be sent to and posted in each school and a copy shall be sent to the Association ten (10) days before the final date when the applications must be submitted.

B. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

C. Employees who desire to apply for a promotional position which may be open during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent at least ten (10) days prior to the closing date for application. Notice of such vacancies shall also be posted in the administrative office, in each school building, and a copy of said notice shall be given to the Association.

D. Announcements of appointments shall be made by posting a list in the office of the Central Administration and each school building, and a list of which positions have been filled and by whom shall be given to the Association.

ARTICLE XI TEACHER EVALUATION

A. A teacher shall receive a copy of his/her evaluation report.

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

C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file or used in an evaluation unless the teacher has had an opportunity to review the material. The teacher shall have the right to submit a written answer to such material.

D. Pre-tenure teachers shall be evaluated by a supervisor or their immediate supervisors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her evaluator. Such reports shall be written in narrative form and shall include:

1. Strengths;

2. Weaknesses;

3. Specific suggestions as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated; and

4. Other relevant suggestions or comments.

E. 1. To the extent possible, the observation report shall be given to the teacher at least twenty-four (24) hours prior to the observation conference.

2. The observation conference shall be held within ten (10) days, if possible, from the date of the observation.

3. Tenured teachers shall be evaluated at least once each school year as required by the Commissioner of Education's regulations.

**ARTICLE XII
SALARIES**

A. 1. The Salaries of all employees covered by this agreement are set forth in salary guides attached hereto and made a part hereof; said salary guides shall be enforced in accordance with the existing rules and regulations for application thereof. Staff Development Coordinators (11 months) pay on the counselors' guide, Staff Development Research Consultants (11 months) pay on the counselors' guide, Speech Therapists shall be paid on the Child Study Team Guide, Teacher of Public Information (11 months), Extended School Day/Year Teachers (11 months) shall be paid 1.155 times the appropriate step and column of the teachers-nurses & attendance officers salary guide. School Improvement Facilitators (11 months) shall be paid 1.10 times the appropriate step and column of the teachers-nurses & attendance officers salary guide. Professional Development Teacher Trainers (10 months) shall be paid on the appropriate step and column of the teachers-nurses & attendance officers salary guide.

2. a. Effective July 1, 2001 high school guidance counselors, high school facilitators, early childhood trainers, early childhood consultants, testing and monitoring consultants, T.V. production employees, media specialist technicians, and tech-media specialists shall become eleven (11) month positions. These employees shall be paid 1.10 times the appropriate step and column of their respective salary guides. These employees shall work either the month of July or August. Any person employed by the district as of June 30, 2001 may choose to remain as a ten (10) month employee. Any person hired by the district as of July 1, 2001 shall be an eleven (11) month employee.

2. b. Effective July 1, 2002 Child Study Team Members shall all become eleven(11)month positions. These employees shall be paid 1.10 times the appropriate step and column of their respective salary guides. These employees shall work either the month of July or August. Any person employed by the district as of June 30, 2002 may choose to remain as a ten (10) month employee. Any person hired by the district as of July 1, 2002 shall be an eleven (11) month employee.

3. Any other certified or non-certified employees not named above in XII-A who are working an eleven (11) month year at an Extended School Day/Year School (school #26 model) shall be paid 1.10 times the appropriate step and column of their respective salary guides. Employees working an extended day schedule (school #26 model) shall be paid 1.055 times the appropriate step and column of their respective salary guides.

4. Any of those eleven (11) month employees so cited above in XII - A.3. who are also working an extended day schedule shall be paid 1.155 times the appropriate step and column of their respective salary guides.

B. 1. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. Those employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly installments.

2. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day, subject to any delay caused by circumstances beyond the control of the business office.

4. Employees shall receive their final checks and the tentative pay dates for the following year on the last working day in June, July, or August whichever is appropriate for their schedules subject to any delay caused by circumstances beyond the control of the business office.

5. The Board shall implement the Summer payment plan and direct deposit plan by July 1, 1996.

C. All employees shall be placed at their exact step and training level called for under the salary guides.

D. If there is a Summer school session, teachers so employed shall be compensated at the following hourly rates:

Effective July 1, 2000	\$22.55
Effective July 1, 2001	\$23.11
Effective July 1, 2002	\$23.69
Effective July 1, 2003	\$24.63

Guidance, Head teachers, Child Study Team members, and Program Assistants shall be compensated at the hourly rates set forth in the Rules and Regulations for Application of Salary Guide annexed hereto.

**ARTICLE XIII
SICK LEAVE**

**E. SUBSTITUTION INCENTIVE
COMPENSATION (EXCEPT ASSISTANTS,
ATTENDANTS, TECHNICIANS, PARENT
LIAISON AND SECURITY PERSONNEL)**

1. At the time of retirement an employee shall be entitled to an additional compensation computed at the rate of \$10.00 per day for fifty percent (50%) of his or her unused accumulated sick leave at the time of retirement.
2. The effectiveness of the incentive program shall be evaluated upon termination of this agreement to determine if its implementation has reduced absence and relieved the substitution problem. Continuation of this program shall depend upon its proven effectiveness.

Effective July 1, 2002 all employees upon resigning from the district for retirement from the pension fund shall be paid for unused sick leave as follows:

Days	Teachers	Secretaries	Other Support
16-50	\$10	\$10	\$10
51-100	\$20	\$17.50	\$15
101-150	\$30	\$25	\$20
151-200	\$40	\$32.50	\$25
201 and above	\$50	\$40	\$30

Each rate per day shall be separate and distinct and apply to the total number of unused sick leave days as in the following examples: A teacher with forty-nine (49) days shall receive four hundred and ninety dollars (\$490). A teacher with one hundred and forty-nine (149) days shall receive four thousand four hundred and seventy dollars (\$4,470). These examples by way of illustration also apply to secretaries and other support employees who have a different rate per day.

F. Teacher Assistants (TA's) annual stipend shall be made part of salary for pension purposes beginning July 1, 2002.

All employees shall be entitled to sick leave days to the extent and in the manner following:

**A. ABSENCE WHICH MAY BE ALLOWED
WITHOUT LOSS OF SALARY**

1. All 10 month employees, both tenured and non-tenured, shall be entitled to twelve (12) days annual sick leave per school year. All 10 month employees hired after the commencement of the school year shall be entitled to annual sick leave on a prorated basis, computed according to a formula which is based upon the annual entitlement of twelve (12) days for a full-time employee.

2. All twelve (12) days may be accumulated for future years. Full salary shall be paid for such accumulated days in case of absence due to prolonged illness or disability, when properly certified by the attending physician or physicians.

Physical examinations of the employee may be required at any time during an illness or a disability, or to determine the fitness and return to duty, by the Chief Medical Inspector and/or staff physician of the Board of Education at the request of the Superintendent of Schools, or the Secretary-School Business Administrator, as the case may be. Payment of salary under the provisions of this clause shall be upon the recommendation of the Superintendent of Schools for educational employees, or the Secretary-School Business Administrator for business employees, and approval by the Board of Education.

B. ABSENCE PROCEDURE

1. All absentees shall sign statements giving the causes and dates of absences. The signed statement shall be sent to the Superintendent's or Secretary-School Business Administrator's Office with the proper payroll report.

2. Employees who have been out ill for three (3) or more consecutive days are required to present a physician's certificate as to the nature of the illness and that they are physically able to return to their duties. Employees who have been out ill only the day before or the day after a school holiday shall not be required to present a physician's certificate provided that the school administrator shall determine the validity of such absence by their standards.

C. No employee will be paid at the beginning of any school year until that employee has reported for duty, except any person steadily employed or under tenure in the previous school year by the Elizabeth Board of Education.

D. An employee who has exhausted the annual and accumulated sick leave as set forth in this Article may apply to the Board for additional paid sick leave consistent with the provisions of N.J.S.A. 18A:30-6, which is incorporated herein by reference.

ARTICLE XIV EMERGENCY LEAVES OF ABSENCE

A. NON-CUMULATIVE EMERGENCY LEAVES OF ABSENCE

1. Non-cumulative emergency leaves of absence for teachers and secretaries shall be allowed for a maximum of not more than five (5) days in anyone year with pay in the event of an emergency, and emergency is understood to be:

- a. Death of near relative or close associate - 1 day.
- b. Quarantine ordered by the Board of Health.
- c. Serious illness of a member of an employee's family which requires personal attention of the employee - not more than one (1) school day per year.

d. Personal business days (not to exceed two (2) days) may be permitted per year. Personal business days are days that require the employee's absence for personal, legal or family business which cannot be accomplished on other than school hours. Employees planning to be absent under this clause shall notify the principal a reasonable time in advance; payment for absence classified as 'personal business' shall be subject to review and approved by the Superintendent of Schools or the Secretary-School Business Administrator, whichever one is in charge; such approval shall not be unreasonably denied. The request for personal business leave shall include the reason that the day is needed. In the event of an emergency which does not permit advance notice, the employee shall give notice of his/her absence in accordance with the district procedure and shall give the reason for his/her absence upon his return to the district. Any unused personal business days shall be accumulated as additional sick days.

2. Effective July 1, 1994, Assistants, Attendants and Security Personnel shall be entitled to one (1) personal business day (as defined in A.1d of this Article) annually which, if not used, may be accumulated as a sick day.

a. Assistants, Attendants, and Security Personnel: Said employees shall be allowed one (1) day with pay for the death of near relative or close associate.

3. All employees shall also be allowed annually not more than one (1) day with pay for the serious illness of a member of an employee's family which requires the personal attention of the employee.

B. BEREAVEMENT LEAVE

Five (5) days of leave will be permitted for each death in the immediate family of an employee. Immediate family is defined as spouse, parent, child, sister, brother, mother, father, father-in-law, sister-in-law, brother-in-law and grandchildren.

Three (3) days of leave shall be granted in the case of the death of grandparent or grandparent-in-law.

To be entitled to bereavement leave, the death must occur within the employee's regular work year and shall commence on the next paid day following the date of death.

ARTICLE XV EXTENDED LEAVES OF ABSENCE

A. No member of the teaching staff, nurse, clerk or other employee shall be granted a leave of absence until the employee has served three (3) calendar years from the date of annual appointment except for employees requesting leave of absence for service in the military forces of the United States.

B. MATERNITY/CHILD CARE LEAVE

1. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

2. The Board shall not remove any tenured employee from her regular duties during her pregnancy or a non-tenured employee during those months of her pregnancy which occur during the work/school year for which she has contracted unless her performance has substantially declined or her health would be impaired if she were to continue in her employment.

3. The Board shall grant leave for pregnancy/child care to any employee wishing to return within a school year in which her leave commences. The child care portion of the leave shall be unpaid.

4. The Board shall grant leave for pregnancy/child care to any tenured employee or other employee who has been continuously employed by the district for at least three (3) calendar years from the date of annual appointment wishing to return at the beginning of any of the two (2) school years following the year in which leave commences.

5. The Board shall not bar any employee from returning to work after the birth of her child solely on the grounds of a prescribed lapse of time between birth and the desired return date.

6. For the period of disability related to the employee's pregnancy and childbirth, the employee may elect to use her accumulated sick leave and receive full pay and benefits. The period of disability shall be defined to be any period of time that the employee's doctor certifies subject to verification by a physician chosen by the district.

7. Similar leaves of absence shall be granted to any employee at the inception of child custody or at the time of adoption.

C. The Board may grant a leave of absence for up to one (1) year without pay to a tenured employee or other employee who has been continuously employed by the district for at least three (3) calendar years from the date of annual appointment to care for a seriously ill member of his/her immediate family.

D. 1. An employee shall not receive increment credit for time spent on leave granted pursuant to Sections B and C of the Article.

2. 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 to him upon his return.

E. All extensions or renewals of leave shall be applied for in writing. Approval or rejection shall be given in writing.

ARTICLE XVI SABBATICAL LEAVES

Sabbatical Leaves shall be granted in accordance with the following Professional Leave Plan:

SECTION 1: DEFINITIONS

A. For the purpose of this plan the word "teacher" or "teachers" shall mean certified classroom teachers, librarians, special teachers, school nurses, and any other professionally certified personnel employed by the Board of Education who are covered by this contract.

B. For the purpose of this plan the term "service" shall mean only active, full-time employment in the public schools of Elizabeth, New Jersey.

SECTION 2: ELIGIBILITY

Teachers having completed seven (7) years of satisfactory service may be granted professional leaves for study or travel for a period not exceeding ten (10) school months and not less than five (5) school months except at the discretion of the Board of Education. Teachers having completed fourteen (14) years of satisfactory service may be granted a professional leave for rest and recuperation for a period not exceeding ten (10) school months and not less than five (5) school months except at the discretion of the Board of Education.

SECTION 3: FOR STUDY AND TRAVEL

A. If professional leave is requested for the purpose of study the applicant shall present for the approval of the Superintendent and the Board of Education a program of courses, independent study, research or creative work prior to presentation of request for approval to the Board of Education which should be carried out unless the Board otherwise directs.

B. If Professional Leave is requested for the purpose of travel, the itinerary must be submitted to the Superintendent and the Board of Education at the time of application and must be carried out subject to such changes as the Board may direct.

SECTION 4: REST AND RECUPERATION

A professional Leave for the purpose of rest and recuperation may be requested by a teacher who has completed fourteen (14) years of satisfactory service.

SECTION 5: OPERATION OF LEAVE

A. No more than one percent of the total instructional staff shall be granted a leave under the plan during any school year.

B. Because it is more difficult to secure substitutes for a fractional school year than for a full school year, preference will be assigned to applications for leave covering a full school year.

C. Leave may be denied in cases where it is unduly difficult to secure competent substitutes.

SECTION 6: COMPENSATION

A. Anyone granted a Professional Leave shall receive fifty percent (50%) of the salary which he/she would have received during the same period in regular service, except in the case of Professional Leave for study only wherein the compensation shall be sixty percent (60%) of their salary the teacher would have received for the period.

B. A teacher on Professional Leave shall not accept any monetary remuneration without first obtaining the approval of the Board of Education. This provision shall not apply to grants from foundations, honorariums from publishing companies, speaking engagements or scholarships.

C. This compensation payable to persons on leave shall be paid at the same time as other members of the professional staff. The teacher shall designate the place to which the check is to be mailed.

SECTION 7: REPORT REQUIRED

Each applicant who has been granted a Professional Leave for study or travel shall file a written report with the Superintendent and Board of Education not later than ninety (90) days after return to active duty. This report shall include: the names of the institutions attended, courses pursued, credits received, experience gained, itinerary of travel, research pursued, or creative work accomplished.

SECTION 8: RETURN TO POSITION

Upon the expiration of the granted leave, the teacher shall return to any position in any school as assigned by the Board of Education.

SECTION 9: PENSION FUND

A. During the period of Professional Leave, retirement credits can be allowed as provided in the Pension Fund Law and the rules of the Board of Trustees of the Teacher's Pension and Annuity Fund, to wit:

If a teacher granted a leave of absence by his/her employer shall receive in reduced salary an amount equal to the required monthly deductions for pension purposes, deductions will be made from such salary as though the teacher were receiving full salary and will be paid and reported to the Teacher's Pension and Annuity Fund and full credit will be allowed for service. In no case shall any deductions be made or service credit allowed where the salary to the teacher on leave of absence is less than the amount required for purposes of deduction.

The Secretary-School Business Administrator shall deduct from the gross earnings of professional leave salary, all mandatory and permissive payroll deductions as required or permitted by law.

B. No teacher shall be deprived of the regular annual increment in salary because of absence on such leave granted by the Board of Education as stated in Section 2 and 4 hereof.

SECTION 10: FUTURE SERVICE

A. Any applicant granted Professional Leave must signify his intention to return to his/her position at the conclusion of the Professional Leave and render at least two (2) consecutive school years of service.

B. In the event of resignation before beginning or completing service period provided for in subdivision (A) of Section 9, the teacher shall return to the Board of Education the entire sum of money received during the Professional Leave period on demand after notifying the Board of Education of his/her intention not to return or not to complete the required two (2) years of service.

C. At the discretion of the Board of Education, no penalty shall be inflicted in the event of incapacity to teach, dismissal, Act of God, or other circumstances deemed sufficient.

D. A teacher who shall be granted this leave must do the following:

1. Receive a copy of the Professional Leave plan, read the conditions stated herein, and sign the statement attached to the plan agreeing to all conditions stated therein. The signature is to be witnessed by the (a) Superintendent of Schools and (b) the secretary of either the Superintendent of Schools or of the Assistant Superintendent of Schools.

2. The teacher to be granted the leave will sign a note, properly witnessed, to agree to conditions of the rule specifically two (2) years of service after completion of leave or full repayment of grant by the Board of Education to the Board of Education if he/she has not met all stated conditions.

SECTION 11: INTERRUPTION OF PROFESSIONAL LEAVE

A. Interruption of the program of study or travel caused by serious accident or illness during a Professional Leave shall not prejudice the Board of Education as regards the fulfillment of the conditions regarding study or travel on which leave was granted and not affect the amount of compensation paid such teacher under the terms of such Professional Leave provided:

1. Evidence of their accident or illness is satisfactory to the Superintendent and their Board of Education.
2. The Superintendent has been promptly notified of such accident or illness within thirty (30) days of such accident or illness.

B. If a teacher becomes pregnant while on Professional Leave, she must notify the Board of Education and request a maternity leave under the rules of the Board of Education governing maternity leave. The Professional Leave shall immediately terminate on the commencement of maternity leave.

SECTION 12: TIME OF APPLICATION

A. Application for leave during any fall semester, that is, from September through January, or for any full school year, must be made on or before April 1st of that calendar year.

B. Application for leave during the second semester, that is, February through June, must be made on or before the preceding October 1st of that school year.

C. In cases of emergency affecting the health of the teachers and/or the general welfare of public schools, exceptions to the above dates may be approved by the Board of Education upon recommendation of the Superintendent of Schools.

SECTION 13: NOTICE OF ACCEPTANCE OR REJECTION

A. Every applicant shall be notified promptly by the Superintendent in writing after the action of the Board of education whether the application has been granted or rejected and, if rejected, the reason for the rejection.

B. The action of the Board of Education on an application is to take place as soon as possible after the closing date for the receipt of applications for any one period.

SECTION 14:

This plan shall in no way interfere with existing leave of absence provisions.

ARTICLE XVII INSURANCE PROTECTION

(Employees Working an Average of 20 Hours or More Per Week)

A. The Board shall continue to pay the full premium for each employee working an average of at least 20 hours or more per week and, in cases where appropriate, for family plan insurance coverage through Blue Shield-Blue Cross Hospital, rider J and major medical program and the New Jersey Public Health Benefits Plan.

B. The Board shall pay full premium for the prescription insurance plan for each employee working an average of at least 20 hours or more per week and, in cases where appropriate, for the family. The specific prescription program shall be the program in effect on the signing of this Agreement afforded city employees by the City of Elizabeth, except the following co-payments shall be applicable:

GENERIC DRUGS	\$3.00
NON-GENERIC DRUGS	\$6.00
MANDATORY MAIL ORDER	\$0.00

An employee may use mail order for a prescription supply of 21 days or more.

There shall be no prescription premium cap.

C. Dental program coverage shall be provided for employees working an average of at least 20 hours or more per week and their families, but limited to those employees who have a least one (1) year or more continuous service in the district. The selection of the dental program shall be by mutual agreement between the parties and shall have no premium cap. Effective July 1, 1994, the following deductible shall apply:

Single	\$30.00
Family	\$90.00

D. Effective February 1, 1999 the Board of Education shall provide for each employee working an average of at least 20 or more hours per week a family Vision Care Plan fully paid for by the Board. Service frequency shall be examination-12 months, lenses-24 months, and frames-24 months. Copay amounts shall be \$10.00 for the examination and \$10,00 for materials.

**ARTICLE XVIII
DEDUCTION IN SALARY**

A. The Board agrees to deduct from the salaries of the employees in the Bargaining Unit dues for the Elizabeth Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorized the Board to deduct. The Board agrees to deduct association dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.

B. The Board agrees to make available salary deductions for the tax sheltered annuity plan and the Union County Teacher's Federal Credit Union. The Board shall make a good faith effort to acquire the capability to make direct deposit of such deductions.

C. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in and defend any administrative or court litigation. The Board shall have no obligation to defend actions arising under this Article, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

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

1. If by the Association to the Board at 500 North Broad Street, Elizabeth, New Jersey, 07207.

2. If by the Board to the Association at One Union Square, Elizabeth, New Jersey, 07201.

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

C. The current attendance policy of the Board of Education shall be applied to all employees.

**ARTICLE XX
STUDENT DISCIPLINE**

An appropriate student disciplinary procedure shall be developed for the District and shall include a definition of the duties and responsibilities of all administrators, supervisors, and other personnel pertaining to student discipline. Copies of such procedure shall be presented to each teacher at the start of each school year.

**ARTICLE XXI
INSTRUCTIONAL ADVISORY
COUNCIL/PROFESSIONAL DEVELOPMENT
COMMITTEE**

A. An Instructional Advisory Council shall be established and shall meet regularly. The Council may consider such matters as curriculum improvements, teaching techniques, professional assignments, instructional organizational patterns, experimentation, extra-curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the Elizabeth School District.

B. The Council shall consist of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association.

C. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, board members, students, parents, or other interested parties.

D. The Council shall meet at least once a month.

E. The Board and the Association shall consider and study all written recommendations submitted by the Council for adoption.

F. The Board will make available an amount not to exceed \$100.00 for legitimate expenses for this Council.

G. The Professional Development Committee shall be established and work with the Superintendent in formulating district programs for meeting continuing education credit requirements per N.J.A.C. 6:11-13.

1. All credit hours worked per Article XXIX (E) of this agreement shall count for credit requirements per N.J.A.C. 6:11-13.

2. The content of each teacher's continuing education shall be specified in a Professional Improvement Plan per N.J.A.C. 6:11-13. In each teacher's annual evaluation report a record shall be made of the number of hours of continuing education credits completed for the year per N.J.A.C. 6:11-13.

**ARTICLE XXII
EVENING SCHOOL, SUMMER SCHOOLS,
FEDERAL PROGRAMS**

All openings for positions in such programs shall be publicized in accordance with the procedure for publicizing promotional vacancies.

**ARTICLE XXIII
PROTECTION OF TEACHERS, STUDENTS
AND PROPERTY**

A. The Board shall provide legal assistance for any teacher who is assaulted during the course of the performance of his/her lawful duties as a teacher in the school district.

B. The Board agrees that a teacher shall be entitled to full salary for up to one (1) year with no deduction for sick leave or personal leave in the event of absence caused by an assault upon the teacher while in the performance of his/her lawful functions on behalf of the Board of Education. The extent and causation of such disability shall be verified by the Chief Medical Inspector of the Board of Education.

C. Teachers shall immediately report cases of assault suffered by them or by students to their principal; a copy of such report shall be forwarded to the central administration office.

**ARTICLE XXIV
SUBSTITUTES**

Once an employee has reported unavailability it shall be the responsibility of the administration to arrange for a substitute.

**ARTICLE XXV
MANAGEMENT RIGHTS**

A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the constitutions of the State of New Jersey and of the United States.

**ARTICLE XXVI
SECRETARIES AND CLERKS**

A. Hours for secretarial staff shall be as follows:

1. 8:00 a.m. - 4:00 p.m. - School Offices
- 8:30 a.m. - 4:30 p.m. - Administrative
- 7:30 a.m. - 4:00 p.m. - School#26/
Extended Day

2. 8:00 a.m. - 3:00 p.m. - During School Recess
3. Effective July 1998 the Superintendent of

Schools shall determine whether or not to institute summer work hours. Summer work hours shall be defined as Monday through Thursday, 8:00 AM to 4:30 PM with one hour lunch. Summer hours shall be effective from the first full work week following the July 4th holiday until such time in August as the Superintendent designates in any given year. During the period of summer hours, vacation may only be taken in a four day block and charged as five days (shorter vacation day blocks may be approved by the Director and the Superintendent for unusual circumstances); sick days, personal days, and any charges for time on a daily basis shall be at the rate of 1.25. The Superintendent shall make every effort to determine by April 30 if summer hours will be in effect in a given year (i.e. if summer hours are to be in effect, notice, if practical, shall be given by April 30 of the same year).

**B. FLEX TIME - SECRETARIAL AND
CLERICAL STAFF**

Effective July 1, 1994, school management teams duly elected pursuant to Board policy may recommend to the Superintendent that some secretarial and clerical employees start earlier and stay later than the hours stated above. No secretarial or clerical employee will be required to work more hours than constitutes their regular work day as set forth in section A. above. All such recommendations shall include the necessary staffing assignments needed to implement the recommendations. It is understood that such staff assignments are voluntary and that the Superintendent of Schools shall not unilaterally impose staff schedule changes outside the regular workday. If more than one employee volunteers, seniority shall prevail, provided all other criteria are equal. If approved by the Superintendent, the recommendation of the school management team shall be implemented.

Secretarial and clerical employees who participate on the school management teams shall be paid the following hourly rate:

For school year 2000-01	\$13.16
For school year 2001-02	\$13.49
For school year 2002-03	\$13.83
For school year 2003-04	\$14.38

C. Secretaries and clerks receive vacation time according to the following provisions:

a. In the first year of employment each employee shall receive one (1) day for each month worked during the fiscal year prior to July 1st. No employee shall receive more than ten (10) days.

b. Twelve (12) month employees with 1 to 6 years of service shall receive two (2) weeks vacation annually. Employees with 7 to 12 years of service shall receive three (3) weeks vacation annually. Employees with 13 or more years of service shall receive four (4) weeks vacation annually.

c. Ten and one-half (10 1/2) month employees with 1 to 12 years of service shall receive two weeks vacation annually. Employees with 13 or more years of service shall receive three (3) weeks vacation.

D. The hourly rate for evening school and Summer school secretaries shall be as follows:

Effective July 1,2000	\$14.68
Effective July 1,2001	\$15.01
Effective July 1, 2002	\$15.39
Effective July 1, 2003	\$16.00

E. Twelve (12) month secretaries and clerks shall be entitled to fourteen (14) sick leave days.

F. Secretaries shall not be required to work when schools are closed for inclement weather. Individual secretaries assigned to the Mitchell Building may be requested to come to work by the administrator to whom they report, but any such secretary shall be provided with a "comp day" in connection with any such day on which a secretary reports. Said "comp day" shall be used before the end of the academic year.

G. Secretaries assigned to School #26 and/or working the extended day shift (7:30 a.m. – 4:00 p.m.) shall be paid 1.055 times the appropriate step and column of their respective salary guides.

ARTICLE XXVII PREPARATION TIME - SUBSTITUTES

A. SECONDARY SCHOOLS

Secondary school teachers who are required to take over a class for an absent colleague during a teacher's lunch or preparation period (or who are required to take additional students from another class because of that teacher's absence, thereby changing his/her class load) shall be compensated at the rate of 1/5 of the substitute per diem rate for each such class assignment.

B. ELEMENTARY SCHOOLS

1. a. In the case of an absent elementary teacher, the cooperating elementary teachers who combine their class for an entire day with those of the absent teacher shall receive the substitute teacher's per diem rate to be divided equally among cooperating elementary teachers.

b. Coverage payment shall also be made to Class Size Reduction (Team) Teachers whose teaching partner is absent beginning July 1, 2002.

2. This provision shall not apply to special teachers, i.e., art, music, physical education, Chapter 1, Compensatory Education, Bilingual/ESL, "pull out" teachers, and such other teachers who customarily do not have self-contained regular classroom assignments.

3. If a special subject area teacher is assigned to cover for an absent regular classroom teacher for the full day, thereby depriving the regular elementary classroom teacher of his/her preparation period [or when the special subject area teacher is reassigned to another school related activity (citywide art exhibits, field trips, Board related business, etc.)] the per diem substitute pay shall be divided amongst the teacher so affected.

4. When teachers are covering for an absent teacher, those children of the absent teacher shall follow the same schedule as the covering teacher's class. This includes gym, art, music, shop, etc. In the event that the absent teacher's class is scheduled for a special class on the same day, that class will not be held and the special teacher will use this period as a prep period.

C. GENERAL INFORMATION (applies to both secondary and elementary schools)

1. Preparation periods cannot be interchanged with on-duty period.

2. A teacher who substitutes for a colleague who has been called upon by the administration to attend a meeting or perform any other school-related activity shall be compensated under this Article.

3. The foregoing sections shall not apply when coverage has been caused by a teacher who, after reporting to school, leaves before the end of the day because of emergency or illness.

4. The payments required by this Article shall be made quarterly.

**ARTICLE XXVIII
REPRESENTATION FEE**

1. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Union to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in and defend any administrative or court litigation. The board shall have no obligation to defend actions arising under this Article, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

**ARTICLE XXIX
TEACHERS HOURS**

A. Effective September 1, 1985, the regular workday of teachers shall be 8:15 a.m. to 3:05 p.m. The Board retains the right to schedule one-half (1/2) days as full days. The work year for teachers shall consist of 180 student contact days plus one orientation day. Newly hired teachers may be assigned an additional orientation day.

B. Except in an emergency, teachers will not be assigned non-professional duties such as hall duty between 3:00 p.m. and 3:05 p.m.

C. School Improvement Facilitators shall work eleven (11) months each year. They shall follow the teachers' ten month school calendar plus they shall work a maximum of 22 days during summer recess. Daily work hours and the daily work schedule during the school year shall be the same as regular classroom teachers. During summer recess daily work hours and the daily work schedule shall be the same as assigned the secretaries at the Mitchell Building.

1. Staff Development Coordinators and Staff Development Research Consultants shall follow the teachers' ten month school calendar. In addition they shall work either the month of July or August as assigned. Their daily work hours shall be 8:30 AM - 4:30 PM during the school year. Summer hours shall be the same as assigned the secretaries in the Mitchell Building.

2. Professional Development Teacher Trainers shall follow the teachers' ten month school calendar and daily work hours.

3. Extended School Day/Year Teachers shall work a regular school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30 AM - 3:45 PM for a total of 199 workdays per school year. Time worked in addition to the above shall be compensated at the hourly rate for teachers (Appendix A, Part II - C).

4. Teachers of Public Information shall work eleven (11) months each year. They shall follow the teachers' ten month school calendar plus they shall work a maximum of twenty-two (22) days during summer recess. Their daily work hours shall be 8:30 AM - 4:30 PM during the school year. Summer hours shall be the same as assigned the secretaries in the Mitchell Building.

D. FLEX TIME

Effective July 1, 1994, school management teams duly elected pursuant to Board policy may recommend to the Superintendent that some positions in their respective schools start as early as 7:30 a.m. and end as late as 4:30 p.m. No teacher will be required to work more than six (6) hours fifty (50) minutes continuous per day. All such recommendations shall include the necessary staffing assignments needed to implement the recommendations. It is understood that such staffing assignments are voluntary and that the Superintendent of Schools shall not unilaterally impose staff schedule changes outside the regular workday. If more than one teacher volunteers, seniority shall prevail, provided all other criteria are equal. If approved by the Superintendent, the recommendation of the school management team shall be implemented.

Teachers who participate on the school management teams shall be paid the following hourly rates:

For school year 2000-01	\$22.55
For school year 2001-02	\$23.11
For school year 2002-03	\$23.69
For school year 2003-04	\$24.63

E. The Elizabeth Board of Education and the Elizabeth Education Association recognize the importance of continuing education for staff members and its value to the students in the Elizabeth Public Schools. In an effort to improve delivery of instruction in the core curriculum content areas and address relevant issues arising from contemporary educational challenges the parties enter into the following agreement. No later than July 1, 1998 certified employees shall choose to be placed on the "Regular" teachers guide or the "Professional Development Guide". Those teachers who elect to be placed on the "Professional Development Guide" will participate in a comprehensive staff development program designed to enhance delivery of instruction in the Core Curriculum Content Areas. Trained teachers who elect the "Professional Development Guide" agree to spend up to 20 hours per year outside their regular workday and workweek to meet with their colleagues, assess new techniques, evaluate training programs, etc. as scheduled by the Division of Staff Development, Best Practices and Innovative Programs. Teachers who elect to remain on the "Regular" teachers guide are also subject to in-service training. Any required training outside of the regular workweek or work day for teachers on the "regular" guide shall be compensated at the hourly rate. Employees hired on July 1, 1997 or later shall be placed on the "Professional Development Guide". The hours worked outside the regular workday and workweek shall be counted toward the continuing education standards subject to the approval procedures contained within the law.

District Professional Development:

1. Coordination of the district professional development requirement and the state's continuing education requirement will be referred to a joint study committee comprised of representatives appointed by the Board and the Association.

2. Any teacher on the regular teacher salary guide for 2002-2003 as of January 1, 2003 may switch to the professional teacher guide for 2003-2004 by notifying in writing the Superintendent of Schools no later than January 31, 2003.

3. Graduate courses must be approved by the Director of Staff Development, Best Practices and Innovative Programs. Courses must be relevant to the New Jersey Core Curriculum Content Standards and/or the teacher's position in the school district. A teacher must complete the necessary forms. Graduate credits will count for three (3) hours of district professional development per graduate credit for a maximum of nine(9) hours district professional development credit in any one school year.

F. A joint committee shall be formed to study, review and make recommendations concerning the use of flex time.

ARTICLE XXX SECURITY PERSONNEL, ASSISTANTS ATTENDANTS, TECHNICIANS AND PARENT LIAISONS

A. Security Personnel, Assistants, Attendants, Technicians and Parent Liaisons shall be given the school holidays and inclement weather days without deduction of salary, except that Security Personnel are required to work the Christmas and Easter Recesses.

B. Employees covered by this Article shall serve a probationary period of thirty (30) workdays after commencement of employment. Upon written notice to the employee and the Association, the Board shall be entitled to an additional trial period of thirty (30) workdays. During this probationary period, an employee may be terminated with or without cause.

C. FLEX TIME

Effective July 1, 1994, school management teams, duly elected pursuant to Board of Education policy may recommend to the Superintendent that some employees covered by this Article start earlier and stay later than their regular work hours. No employee will be required to work more hours than constitutes his/her regular workday. All such recommendations shall include the necessary staffing assignments needed to implement the recommendations. It is understood that staffing assignments are voluntary and the Superintendent shall not unilaterally impose staff schedule changes outside the regular workday. If more than one employee volunteers, seniority shall prevail, provided all other criteria are equal. If approved by the Superintendent, the recommendations of the school management team shall be implemented. Employees who participate on the school management teams shall receive the following hourly rate of pay:

For school year 2000-01	\$13.16
For school year 2001-02	\$13.49
For school year 2002-03	\$13.83
For school year 2003-04	\$14.38

D. Eleven (11) month security personnel shall work either July or August. They shall be paid on the appropriate step of the eleven (11) month security salary guide. Any employee hired before July 1, 2002 shall have the option of remaining an hourly paid summer employee. For the purpose of pension credit for the 11-month position, the Board will allow 24 salary pay periods for the 11-month position. This provision shall take effect July 1, 2002.

Twelve (12) month security personnel at the Mitchell Building, Prince Street or other worksites shall be paid on the appropriate step of the twelve (12) month security salary guide. Vacation shall be the same as secretaries. This provision shall take effect July 1, 2002.

Effective July 1, 2002 security personnel transferred to a lower paying position shall not be entitled to continue receiving the higher pay, i.e. Security Personnel transferred from 12 month position to 11 month position shall be paid on the 11 month guide.

Effective July 1, 2002 head security personnel using their own vehicles for official district business shall be compensated at the same rate as the attendance officer.

A joint committee shall be formed to develop the RIF/Recall language for all employees agreed to in the previous settlement.

E. 1. Any Security Guard working an 11 month year at an extended day/year school shall be paid 1.10 times the appropriate step and column of the proper salary guide.

2. Any Security Guard working an 11 month year so cited above in E.1. who is also working an extended day schedule shall be paid 1.155 times the appropriate step and column of the salary guide.

3. The Board agrees to establish and equitable system for rotation of overtime for security guards in each building or worksite. A joint committee established by the parties shall develop the details and procedures for the rotational system of assignment of overtime; by July 1, 2000. The parties agree that if an employee refuses an offer of overtime, such employee shall be rotated to the bottom of said list, that any arbitration concerning an alleged violation of such rotational overtime assignment shall be limited to the granting of a preferential opportunity for a future overtime assignment and such arbitration shall be without authority to award compensation for lost overtime assignment, that such system shall provide procedure to recognize emergency overtime assignments and also take into consideration cases that may differentiate between employees who are held over for overtime and employees who are called back for overtime, that said system must work expeditiously for assignment of overtime, and that overtime must be worked as required.

F. Head Parent Liaisons shall receive an annual \$4,000.00 pensionable stipend added to their regular salary.

ARTICLE XXXI
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective July 1,2001, except as otherwise provided, and shall continue and remain in full force and effect to and including June 30,2004, when it shall expire. This Agreement shall not be extended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto, all on this _____ day of _____, 2001

ELIZABETH BOARD OF
EDUCATION

ELIZABETH EDUCATION
ASSOCIATION


/s/ JIM FORD, PRESIDENT


/s/ ROSE CARRETO, PRESIDENT

Attest:

Attest:


/s/ LINDA G. KING, SECRETARY


/s/ TERRIE KENNEDY, SECRETARY

DATE:

DATE: *November 15, 2001*

APPENDIX A
RULES AND REGULATIONS FOR
APPLICATION OF SALARY GUIDE FOR
INSTRUCTIONAL PERSONNEL

PART I: GENERAL
CONSIDERATIONS

A. Upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, increments as indicated in this salary guide may be withheld from individuals, for cause.

B. For the purpose of computing levels of training, thirty-two (32) semester points of work approved by the Superintendent of Schools are considered the measure of one year of training. The bachelor's degree is considered as meeting the requirement of four (4) years of training and the master's degree the requirement of five (5) years of training.

C. Any approved semester points approved by the Superintendent of Schools and earned in accredited teachers' colleges, colleges and universities, or in courses conducted by the New Department of Education or any in-service training courses approved by the Superintendent of Schools will be applied toward advancement on the salary guide. There shall be no limit on the number of points applied per year.

D. Experience gained in any school system or in fields of work which are closely related to prospective assignments in the Elizabeth Public Schools, shall be evaluated by the Superintendent of Schools with the approval of the Board of Education in fixing initial salaries.

E. As an award for the achievement of the next higher academic milestone or degree, the annual rate of pay for any teacher, nurse or attendance officer employed under this guide shall be increased by an amount called for in the appropriate attached schedules, effective the first of the month following receipt of official evidence in the office of the Superintendent of Schools that such academic status has been achieved. Official evidence is defined as a transcript or diploma.

F. Teachers, nurses and attendance officers who plan to complete enough college work in order to achieve the next milestone level award provided for in this guide for such training during any particular fiscal year shall notify the Superintendent of Schools in writing before September 15 of the preceding fiscal year.

G. To receive credit for academic training, nurses must have taken acceptable courses in nursing education, health education, or other closely related fields having the approval of the Superintendent of Schools.

H. Except in emergencies, only persons who have had academic training comparable to that expected of teachers will be considered for initial appointment as attendance officers.

I. To receive credit for academic training, attendance officers must have taken acceptable courses in social service or closely related fields having the approval of the Superintendent of Schools.

J. All nurses and attendance officers shall be employed on a 10-month basis.

K. These salary guides shall supersede and replace all previous salary guides of the Board of Education effecting teachers, nurses, attendance officers and psychological service personnel, and such previous guides are hereby rescinded.

L. Teachers who desire payment for a "Recognized Club" must submit a request, in writing, to the Principal, outlining the goals of the Club no later than January 15th of each school year for the next school year. The Principal will evaluate each club's value based on the criteria approved by the Board of Education. The Principal shall recommend clubs to the Superintendent for official recognition by February 15th. The Board of Education shall have sole authority to recognize a club and will officially recognize clubs for each school year by March 15th. No one who desires to be paid as a club advisor shall form a club prior to its official recognition by the Board of Education.

M. Effective the 1998-99 school year, employees who reach their 25th year of Elizabeth experience as of June 30th of each contract year shall receive an additional adjustment of up to \$1,000.00 per adjustment per employee. This additional adjustment shall be incorporated in base salary. Employees who work 6 1/2 hours per day or more shall receive the entire \$1,000.00 adjustment. Employees working less than 6 1/2 hours per day shall receive a pro-rated adjustment.

Longevity (Effective July 1, 2002):

<u>Years</u>	<u>2002-03</u>	<u>2003-04</u>
20	\$500	\$750
25	\$1,250	\$1,500
30	\$1,750	\$2,000

N. Tuition reimbursement shall begin for the 1996-97 school year. \$150,000.00 shall be provided for the reimbursement of tuition for teachers who have successfully completed graduate level work at an accredited teachers' college, college and/or university, or courses conducted by the NJ Department of Education, or any in-service training courses approved by the Superintendent. Secretaries, assistants, security personnel, and other employees covered by the Instructional Unit contract are eligible for reimbursement for successfully completing course work approved by the Superintendent that relates to their assignment with the Board. The maximum rate for tuition shall be the tuition rate in effect at Rutgers University; a maximum of two courses per semester shall be subject to this program. In 1997-98 a sum of \$156,000.00 shall be provided for the program and in 1998-99 the sum of \$162,000.00 shall be provided for the program. In 1999-00 the sum of \$200,000.00, in 2001 a sum of \$300,000.00, in 2002 a sum of \$400,000.00, and in 2003 a sum of \$500,000.00 shall be provided for the program plus any unused funds from the previous year. Any unused funds shall be rolled into the next year.

O. A new procedure for distributing tuition reimbursement funds will be developed beginning the 1999-2000 year and throughout the years of this agreement. The first come-first served allocations shall be terminated. The total annual allocation of funds for this benefit shall be divided in three (3) equal parts: summer, fall and spring semesters. Applicants who qualify for reimbursement shall receive an equal payment of money not to exceed the Rutgers University tuition rate. Any unused funds in a semester shall be rolled into the next semester or year. Teachers receiving tuition reimbursement shall refund to the Board 50% of the amount of tuition reimbursement paid to the teacher if the teacher does not remain in the employment of the Board for at least three (3) years from the last semester for which tuition reimbursement was received. Any teacher leaving before three (3) years shall repay 50% of their payment within that three (3) year period. Exceptions from having to pay any refund shall be made for the following reasons:

1. A teacher is involuntarily severed from employment by the Board
2. Medically unable to continue working
3. Resigns following a Board approved leave of absence
4. Upon death the teacher's estate shall not be encumbered
5. Any other circumstances beyond the control of the teacher

PART II: SPECIFIC CONSIDERATIONS

A. 1. Each currently employed commercial, art, physical education and music teacher whose salary, training and experience status is comparable to that of currently employed industrial arts and home economics teachers shall be classified in the same salary categories as currently employed industrial arts and home economics teachers.

2. The pay rate for daily substitute teachers shall be one hundred dollars(\$100.00) per day and minimum salary after twenty (20) consecutive days in the same position. The one hundred dollar (\$100.00) per diem rate shall be utilized for Article XXVII payment calculation.

B. Educational qualifications and professional experience shall be evaluated by the Superintendent of Schools in determining initial salaries for school psychologists, psychiatric social workers, learning disabilities specialists, guidance counselors and occupational instructors.

C. The hourly rate, including hourly summer session assignments, shall be as follows:

Effective July 1, 2000	
Teachers	\$21.23
Guidance, Head teachers, Child Study Team, and Program Assistants	\$21.69
Effective July 1, 2001	
Teachers	\$21.76
Guidance, Head teachers, Child Study Team, and Program Assistants	\$22.23
Effective July 1, 2002	
Teachers	\$22.30
Guidance, Head teachers, Child Study Team, and Program Assistants	\$22.79
Effective July 1, 2003	
Teachers	\$23.18
Guidance, Head teachers, Child Study Team, and Program Assistants	\$23.69

Lab Assistants & Audio Visual Technicians

a. AV Technician with college degree: \$500 pensionable stipend effective July 1, 2002.

Classroom Assistants

a. Maximum step in 2002-2003 will be increased by \$400.00

D. Pre-K: School Year 2001-2002

The Elizabeth Education Association (Association) and the Elizabeth Board of Education (Board) agree to the following terms and conditions for all employees represented by the Association who are assigned to a Pre-K program for the 2001-2002 school year. Due to the exigencies of the requirements mandated by the New Jersey State Board of Education for Pre-K programs including a 200 day year the Association and the Board understand the necessity of working together in the coming year and pledge to cooperate in resolving issues which may arise from implementing those requirements.

1. Duration: September 1, 2001 through June 30, 2002.

2. **Pre-K teachers assigned to School #26:** Teachers shall work an eleven month year of 201 days consisting of 200 student contact days plus one (1) orientation day. They shall be paid on the appropriate step and column of the school #26 salary guide. For the two(2) student contact days worked beyond 198 student contact days teachers shall be compensated for each of the two(2) days at the per diem rate of 1/220th of their individual annual salaries. Teachers shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for teachers (Appendix A, Part II-C) as per normal posting practices.

A. **Pre-K classroom assistants assigned to School #26:** Assistants shall work an eleven month year of 201 days consisting of 200 student contact days plus one (1) orientation day. They shall be paid on the appropriate step and column of the classroom assistants salary guide or the certified child development aides (CDA) salary guide whichever is applicable plus a ten percent (10.0%) annual differential which shall be added to their salary. For the two (2) student contact days worked beyond 198 student contact days assistants shall be compensated for each of the two (2) days at the per diem rate of 1/220th of their individual annual salaries. Assistants paid on the Multi/8 hour guide shall work a school day of eight (8) hours. The normal hours shall be from 7:45am – 3:45pm. Assistants paid on the CDA guide shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for assistants (Article XXX-C) as per normal posting practices.

3. **Pre-K teachers assigned to the Pre-K Center:** Teachers shall work a ten month year of 188 days consisting of 187 student contact days plus one (1) orientation day. They shall be paid on the appropriate step and column of the school #26 salary guide at the pro rata figure of 188/200ths. Teachers shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for teachers (Appendix A, Part II-C) as per normal posting practices.

There shall also be thirteen (13) student enrichment days scheduled on Saturdays throughout the school year. Teachers shall be paid for eleven (11) of the enrichment days on the appropriate step and column of the school#26 salary guide at the pro rata figure of 12/200ths. For the twelfth (12th) and thirteenth (13th) days which are two (2) student contact days worked beyond 198 student contact days teachers shall be compensated for each of the two (2) days at the per diem rate of 1/200th of their individual annual salaries. Teachers shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for teachers (Appendix A, Part II-C) as per normal posting practices.

Volunteers shall be solicited first for the enrichment program.

A. **Pre-K classroom assistants assigned to the Pre-K Center:** Assistants shall work a ten month year of 188 days consisting of 187 student contact days plus one (1) orientation day. They shall be paid on the appropriate step and column of the classroom assistants salary guide or the certified child development aides (CDA) salary guide whichever is applicable plus a ten percent (10.0%) annual differential which shall be added to their individual salaries at the pro rata figure of 188/200ths. Assistants paid on the Multi/8 hour guide shall work a school day of eight (8) hours. The normal hours shall be from 7:45am – 3:45pm. Assistants paid on the CDA guide shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for assistants (Article XXX-C) as per normal posting practices.

There shall also be thirteen (13) student enrichment days scheduled on Saturdays throughout the school year. Assistants shall be paid for eleven (11) of the enrichment days on the appropriate step and column of the classroom assistants salary guide or the certified child development aides (CDA) salary guide whichever is applicable plus a ten percent (10.0%) annual differential which shall be added to their individual salaries at the pro rata figure of 12/200ths. For the twelfth(12th) and thirteenth (13th) days which are two (2) student contact days worked beyond 198 student contact days assistants shall be compensated for each of the two (2) days at the per diem rate of 1/200th of their individual annual salaries. Assistants paid on the Multi/8 hour guide shall work a school day of eight (8) hours. The normal hours shall be from 7:45am – 3:45pm. Assistants paid on the CDA guide shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for assistants (Article XXX-C) as per normal posting practices.

Volunteers shall be solicited first for the enrichment program.

4. **Pre-K teachers assigned to Neighborhood Schools at programs not enumerated above:** Teachers shall work a ten month year of 181 days consisting of 180 student contact days plus one (1) orientation day. They shall be paid on the appropriate step and column of the regular or professional teachers salary guide, whichever is applicable. Teachers shall work a school day of six (6) hours and fifty (50) minutes. The normal hours shall be from 8:15 am – 3:05 pm. Time worked in addition to the above shall be compensated at the hourly rate for teachers (Appendix A, Part II-C) as per normal posting practices.

There shall also be twenty (20) student enrichment days with seven (7) days scheduled on weekdays in the latter part of June and thirteen (13) days scheduled on Saturdays throughout the school year. Teachers shall be paid for eighteen (18) of the enrichment days on the appropriate step and column of the regular or professional teachers salary guide, whichever is applicable, at their individual daily rates (1/200th) plus 15.5% for each of the 18 enrichment days. For the nineteenth (19th) and twentieth (20th) days which are two (2) student contact days worked beyond 198 student contact days teachers shall be compensated for each of the two (2) days at the per diem rate of 1/200th of their individual annual salaries which shall include the 15.5% differential pay. Teachers shall work a school day of eight (8) hours and fifteen (15) minutes. The normal hours shall be from 7:30am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for teachers (Appendix A, Part II-C) as per normal posting practices.

Volunteers shall be solicited first for the enrichment program.

A. Pre-K classroom assistants assigned to Neighborhood Schools at programs not enumerated above: Assistants shall work a ten month year of 181 days consisting of 180 student contact days plus one (1) orientation day. They shall be paid on the appropriate step and column of the classroom assistants salary guide. Assistants paid on the 6 hour guide shall work a school day of six (6) hours. The normal hours shall be from 8:30am – 2:30pm. Assistants paid on the 6.5 hour guide shall work a school day of six (6) hours and thirty (30) minutes. The normal hours shall be from 8:30am – 3:00pm. Time worked in addition to the above shall be compensated at the hourly rate for assistants (Article XXX-C) as per normal posting practices.

There shall also be twenty (20) student enrichment days with seven (7) days scheduled on weekdays in the latter part of June and thirteen (13) days scheduled on Saturdays throughout the school year. Assistants shall be paid for eighteen (18) of the enrichment days on the appropriate step of the classroom assistants Multi/8 hour salary guide at their individual daily rates (1/200th) plus ten percent 10.0% for each of the 18 enrichment days. For the nineteenth (19th) and twentieth (20th) days which are two (2) student contact days worked beyond 198 student contact days assistants shall be compensated for each of the two (2) days at the per diem rate of 1/200th of their individual annual salaries which shall include the 10.0% differential pay. Assistants shall work a school day of eight (8) hours. The normal hours shall be from 7:45am – 3:45pm. Time worked in addition to the above shall be compensated at the hourly rate for assistants (Article XXX-C) as per normal posting practices.

Volunteers shall be solicited first for the enrichment program.

5. Support Staff Employees assigned to a Pre-K program: These employees shall work under the terms and conditions of the applicable contracts between the Association and the Board. Such employees working during the Pre-K enrichment days shall also be compensated per the terms and conditions of the applicable contracts between the Association and the Board.

Volunteers shall be solicited first for that part of the enrichment program which is scheduled for Saturdays.

Given the unusual circumstances of the Pre-K program for the school year 2001-2002 the Association and the Board agree that flexibility and understanding of individual needs are paramount for maintaining good labor relations and for successfully implementing the state mandated Pre-K program.

Teachers Professional

00-01	01-02	02-03	03-04
-----1-----2			
-----1-----1-----2			
1-----1-----1-----2			
2-----1-----1-----2			
3-----1-----1-----2			
4-----1-----1-----2			
5-----1-----1-----2			
6-----2-----1-----2			
7-----3-----1-----2			
8-----4-----1-----2			
9-----5-----1-----2			
10-----6-----2-----3			
11-----7-----3-----4			
12-----8-----4-----5			
13-----9-----5-----6			
14-----10-----6-----7			
15-----11-----7-----8			
16-----12-----8-----10			
17-----13-----8-----10			
18-----13-----8-----10			

Teachers Regular

00-01	01-02	02-03	03-04
-----	-----	1-----	-----2
-----	1-----	-----2	-----3
1-----	-----2	-----3	-----4
2-----	-----3	-----4	-----5
3-----	-----4	-----5	-----6
4-----	-----5	-----6	-----7
5-----	-----6	-----7	-----8
6-----	-----7	-----8	-----9
7-----	-----8	-----9	-----10
8-----	-----9	-----10	-----11
9-----	-----10	-----11	-----12
10-----	-----11	-----12	-----13
11-----	-----12	-----13	-----14
12-----	-----13	-----14	-----15
13-----	-----14	-----15	-----16
14-----	-----15	-----16	-----16.5
15-----	-----16	-----16.5	-----17
16-----	-----16.5	-----17	-----17.5
16.5-----	-----17	-----17.5	-----18
17-----	-----17.5	-----18	-----18
17.5-----	-----18	-----18	-----18
18-----	-----18	-----18	-----18

Secretaries

00-01	01-02	02-03	03-04
-----	-----	1-----	-----2
-----	-----1	-----1	-----2
1-----	-----2	-----2	-----3
2-----	-----3	-----3	-----4
3-----	-----4	-----4	-----5
4-----	-----5	-----5	-----6
5-----	-----6	-----6	-----7
6-----	-----7	-----7	-----8
7-----	-----8	-----8	-----9
8-----	-----9	-----9	-----10
9-----	-----10	-----10	-----11
10-----	-----11	-----11	-----12
11-----	-----12	-----12	-----13
12-----	-----13	-----12	-----13
13-----	-----13	-----12	-----13

Lab Assistants

00-01	01-02	02-03	03-04
	1	1	2
1	2	1	2
2	3	2	2
3	4	3	2
4	5	4	2
5	6	5	3
6	7	6	4
7	8	7	5
8	9	8	6
9	10	9	7
10	11	10	8
11	12	11	9
12	13	12	10
13	14	13	11
14	15	14	12
15	16	15	13
16	17	16	14
17	18	17	15
18	19	18	16
19	20	18	17
20	21	19	17
21	21	19	17

Computer Data Entry

00-01	01-02	02-03	03-04
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	5
4	5	5	5
5	5	5	5

Security

00-01	01-02	02-03	03-04
		1	2
	1	2	2
1	2	3	2
2	3	4	3
3	4	5	4
4	5	6	5
5	6	7	6
6	7	8	7
7	8	9	8
8	9	10	9
9	10	11	10
10	11	12	11
11	12	13	12
12	13	14	13
13	14	14	13
14	14	14	13

Classroom Assistants

00-01	01-02	02-03	03-04
		1	2
	1	1	2
1	2	2	2
2	3	3	2
3	4	4	2
4	5	5	3
5	6	6	4
6	7	7	5
7	8	8	6
8	9	9	7
9	10	10	8
10	11	11	9
11	12	12	10
12	13	13	11
13	14	14	12
14	15	15	13
15	16	15	13
16	16	15	13

Child Development Aides (CDA CERTIFIED)

00-01	01-02	02-03	03-04
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	5
4	5	5	5
5	5	5	5

Parent Liaison/Non-Certified Attendance Officers

(Hired on or after January 1, 1999)

00-01	01-02	02-03	03-04
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	8
7	8	8	8
8	8	8	8