

## AGREEMENT

**THIS AGREEMENT effective from July 1, 2005 through June 30, 2008 by and between the LAUREL SPRINGS BOARD OF EDUCATION, a municipal corporation of the LAUREL SPRINGS BOARD OF EDUCATION, a municipal corporation of the State of New Jersey, located in Camden County, New Jersey (hereinafter referred to as “BOARD”) and LAUREL SPRINGS EDUCATION ASSOCIATION, Laurel Springs, New Jersey (hereinafter referred to as “ASSOCIATION”).**

**WITNESSETH**

**WHEREAS, the BOARD and ASSOCIATION have entered into negotiations relative to employment of members of the ASSOCIATION during the 2005-2008 academic years; and**

**WHEREAS, the BOARD and ASSOCIATION have reached an agreement and wish to reduce their agreement to written form;**

**NOW, THEREFORE, in consideration of the mutual promises of the parties hereunto contained, the parties hereto have covenanted and agreed as follows:**

### **ARTICLE I RECOGNITION**

- A. The Laurel Springs Board of Education hereby recognizes the Laurel Springs Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of all full or part time certified personnel, whether under contract or on leave by the BOARD including:**

**All certified professional personnel, the exclusion of the Superintendent, Principal/Teacher and aides.**

- B. Unless otherwise indicated, the term “teacher,” when used hereinafter in this agreement, shall refer to all professional employees represented by the ASSOCIATION in the negotiations unit as above defined and the references to male teachers shall include female teachers.**

### **ARTICLE II NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13 A-1 et seq., in good faith effort to reach agreement on matters concerning the terms and conditions of teachers’ employment as defined and specifically included in the bargaining unit. Such negotiations shall begin as prescribed bylaw, providing the teachers’ proposal has been given to the BOARD at**

least two weeks earlier than this date. Any agreement so negotiated shall apply to all teachers, be reduced to writing, adopted by the BOARD and signed by the BOARD and the ASSOCIATION. As used in this definition, the term “employee” shall mean a group of employees having the same grievance.

- B. During negotiations, the BOARD’S committee and the ASSOCIATION’S committee shall present relevant data, exchange points of view and present proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations as is allowed under Section 18A of the Statutes of New Jersey.
- D. The BOARD agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the ASSOCIATION for the duration of this agreement.
- E. 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 of the parties at the time they negotiated or executed this agreement.
- F. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A “grievance” is a claim by a teacher or the ASSOCIATION based upon the interpretation, application or violation of this agreement, policies and/or administrative decisions and practices affecting the terms and conditions of employment of a teacher or a group of teachers. However, the term “grievance” shall not apply to any matter for which (a) a method of review is prescribed by law or State Board rule having the force and effect of law, or (b) the BOARD OF EDUCATION is without authority to act, or (c) a complaint of a non-tenured teacher which arises by reason of his not being reemployed.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is a person or person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve this claim.
4. Grievances must be lodged within forty-five (45) days of the date the event took place or should have been known to the grievant or the ASSOCIATION.

## **B. PROCEDURE**

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

**A teacher with a grievance shall first discuss it with the Principal/ Teacher.**

### **2. *Level Two***

**If the aggrieved person is not satisfied with the disposition of his case at Level One or if no decision is rendered after five school days, he may file a grievance in writing to the Superintendent.**

### **3. *Level Three***

**If the aggrieved person is not satisfied with the disposition of this case at Level Two or if no written decision is rendered by the Superintendent after five school days, he may, within ten days, refer his grievance to the chairman of the ASSOCIATION Committee on Professional Rights and Responsibilities.**

**The Professional Rights and Responsibilities Committee may, if it believes the grievance merits, request the matter be submitted to the BOARD'S committee for teachers within ten school days after notification by the aggrieved person to the Professional Rights and Responsibilities Committee.**

**The BOARD'S committee shall meet with the aggrieved and/or his ASSOCIATION representative within ten school days after notification to the BOARD'S committee. Notification to the BOARD'S committee shall be via the Superintendent.**

### **4. *Level Four***

**If the decision of the BOARD'S committee not be rendered within ten school days or if the decision reached is not satisfactory, the grievance may be submitted to the BOARD OF EDUCATION for review.**

**Notification to the BOARD OF EDUCATION shall be via the Superintendent.**

### **5. *Level Five***

**If the decision of the BOARD OF EDUCATION is not rendered within ten school days or if the decision is not satisfactory, the grievance may proceed to arbitration.**

### **6. *Level Six***

**Notice of intention to proceed to arbitration shall be given to the BOARD through the Superintendent within ten school days after receipt of the decision which is appealed. Only the parties signatory to this agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual teacher or group of teachers.**

Within ten school days after such written notice of submission to arbitration, the BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association.

The arbitrator's decision shall be in writing and shall be submitted to the BOARD and the ASSOCIATION.

In the event that arbitrability of a grievance is at issue between the parties, the determination of the jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of this article.

The costs for the service of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing room shall be borne equally by the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring same.

Said arbitration shall be advisory only.

### **C. RIGHTS OF TEACHERS TO REPRESENTATION**

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the ASSOCIATION.

When a teacher is not represented, the ASSOCIATION shall have the right to be present and to state its view at all stages of the grievance procedure.

No reprisals of any kind shall be taken by the BOARD or by any member of the administration against any party interest, any representative, any member of the ASSOCIATION or any other participant in the grievance procedure by reason of any such participation.

## **ARTICLE IV TEACHER RIGHTS**

**A. Pursuant to NJSA 34:13 A-let seq., the BOARD hereby agrees that every employee of the BOARD shall have the right freely to organize, join and support the ASSOCIATION and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the BOARD undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment**

of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the ASSOCIATION and its affiliates, his participation in any activities of the ASSOCIATION and its affiliates, collective negotiations with the BOARD or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey laws or other applicable New Jersey laws and regulations.
- C. Whenever any teacher is required to appear before an administrator or supervisor, BOARD or any committee, member representative or agent thereof concerning any matter which adversely affects the continuation of that teacher in his 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 representative of the ASSOCIATION present to advise him/her and represent him/her during such meeting or interview.
- D. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Laurel Springs School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the teacher and a record made of this change.
- E. Any question or criticism by a supervisor, administrator or BOARD member of a teacher or his/her instructional methodology shall be made in confidence and not in the presence of students or parents, except those acts that must be taken by law at a public BOARD meeting.
- F. No teacher shall be prevented from wearing pins or other identification of membership in the ASSOCIATION and its affiliates.

#### **ARTICLE V MANAGEMENT RIGHTS**

- A. The BOARD reserves the right to direct employees of the school district, to hire, promote, transfer, assign, suspend, demote, discharge or take other disciplinary action against employees, to determine the methods, means and personnel by which school district operations are to be conducted in accordance with the provision of NJSA 18A:1-1 et seq.
- B. The Superintendent of schools shall be recognized as the agent of the BOARD in implementation of management rights.

**ARTICLE VI  
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The BOARD agrees to furnish the ASSOCIATION in response to reasonable requests from time to time all available public information and such other information that will assist the ASSOCIATION in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the ASSOCIATION to process a grievance complaint or to develop a workable bargaining agreement.
- B. 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 teachers and to no other organizations.

**ARTICLE VII  
TEACHER WORK YEAR**

- A. The school calendar for the following school year shall be supplied to the ASSOCIATION for their review and input, by the Superintendent two weeks prior to the presenting of said calendar to the BOARD for approval. Changes in the adopted school calendar may be made by the BOARD if they so desire, after consultation with the ASSOCIATION. The Superintendent will make a good faith effort to coordinate the school calendar with the receiving districts whenever possible.
- B. Teacher work year shall include a maximum of two days prior to the opening of school for students.
- C. Teacher work year shall also include a maximum of two days following the last day of classes for students. Such day shall be the first working day following the close of school.

**ARTICLE VIII  
TEACHING HOURS AND TEACHING LOAD**

- A. Teachers shall be in their respective classrooms fifteen minutes prior to the school opening and fifteen minutes after school closing each day. Exceptions may be granted by the Superintendent. The student school day shall be from 8:30 am, to 3:00 p.m., Monday through Friday.
- B. Teachers shall have a daily, duty-free lunch period which shall be equal to the amount of time for students' lunch period.
- C. Teachers may leave the building without permission during their scheduled duty-free lunch but must notify the office before leaving and upon returning to the building.
- D. Each full time classroom teacher shall receive a minimum of one hundred thirty-five minutes per week preparation time. The teacher shall not be required to remain in the classroom during this scheduled time, but the teacher shall be required to remain on the school premises during said time. The administration shall attempt to schedule periods of a minimum of thirty minutes.

- E. In September, students' first day in the first week will be a one-session day to end at 12:30 p.m. The remainder of the days in the first week may be one session days to end at 12:30 p.m. Teachers shall remain until the end of the normal working day.
- F. Teachers shall remain after the end of the regular workday for the purpose of attending faculty or other professional meetings one (1) day each month with at least one-week prior notice. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run no more than sixty (60) additional minutes (meetings to begin no later than 3:10 p.m. and to end no later than 4:10 p.m.) If additional time is needed, students shall be dismissed early. On in-service and workshop days, teachers shall not be required to remain after 3:30 p.m.
- G. The day before Thanksgiving and the days before winter and spring recess shall be one session days to end 12:30 p.m. Teachers will not be required to remain beyond the student day.
- H. Each teacher shall be required to attend two (2) evening functions per year including:
  - (a) Back to School Night and
  - (b) parent-teacher conferences. On that conference day, students and teachers will have a 12:30 pm dismissal. Attendance at other evening functions shall be optional, but the BOARD and the ASSOCIATION encourage active participation in such meeting and school functions as part of the teacher's professional responsibility.

#### ARTICLE IX SALARIES

- A. The salary of each teacher covered by this agreement is set forth in the Salary Guide which is attached hereto and made a part hereof.
- B. Teachers employed on a ten-month basis shall be paid in twenty equal semimonthly installments on the 15<sup>th</sup> and the 30<sup>th</sup>.
- C. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paycheck on the last previous working day.
- D. Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June provided the Superintendent has approved all reports due.
- E. Teachers may individually elect to have ten percent of their monthly salary deducted from his/her pay. These funds shall be placed in individual interest bearing accounts and shall be available to the employee at any time.
- F. The BOARD agrees to deduct from the salaries of its teachers, dues for the New Jersey Education Association, the National Education Association, the Laurel Springs Education Association and the Camden County Council of Education Associations. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJASA 52:14-15 .9e) and under rules established by the State Department of Education. Required forms requested by the teachers shall be supplied by the Secretary of the Board of Education.
- G. NOTIFICATION OF STATUS
  - 1. On or before May 15 in each year, every Board of Education in this state shall give to each non-tenured teaching staff member continuously employed by it since the preceding September 30, either:
    - A. A written offer of a contract for employment for the next succeeding year providing for, at least, the same terms and conditions of employment but with such increases in

- salary as may be required by law or policies of the BOARD OF EDUCATION; or
- B. A written notice that such employment will not be offered.
2. Should the BOARD fail to give any non-tenured teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and manner provided by this act, then said BOARD shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the BOARD.
3. If the teaching staff member desires to accept such employment, he shall notify the BOARD of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this Article shall no longer be applicable.

H. *The 2005-2006 salary guide shall be adjusted to reflect an increase of 4%.*

*The 2006-2007 salary guides shall be adjusted to reflect an increase of 4.5%.*

*The 2007-2008 salary guides shall be adjusted to reflect an increase of 4.5%.*

*Longevity Clause- those employees on Step 14 with 25 years experience shall receive a longevity bonus of \$1,000.00.*

- I. Teachers shall notify the BOARD, in writing, by December 1, if known, or at least sixty days prior to any anticipated change of degree status. Salary adjustments shall be effective September 1 and February 1 of each school year.
- J. Teachers may elect to have United States Savings Bonds deducted from their salaries under the payroll savings plan.
- K. *The BOARD agrees to make available electronic direct deposit of employees paychecks provided the employees individually authorize the BOARD to do so.*

## ARTICLE X TEACHER ASSIGNMENTS

- A. All teachers presently employed shall be given written notice of their class and/or subject assignments, room assignments for the forthcoming year not later than June 1. A later day may be required when unusual circumstances arise.
- B. The Superintendent or designee shall give notice of assignments to new teachers as soon as possible.

## ARTICLE XI VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall make known to the ASSOCIATION President, teaching staff vacancies which shall occur, as soon as positions become vacant.
- B. Teachers, who desire a change in grade and/or subject assignment, may file a written



statement of such desire with the Superintendent no later than two weeks after being informed of the vacancy. Such statement shall include the grade and/or subject to which the teacher wishes to be assigned. This written statement shall be kept on file to be considered as vacancies arise.

- C. All communication between the teachers and the BOARD and BOARD and the teachers shall be via the Superintendent.

## ARTICLE XII INVOLUNTARY TRANSFER

- A. Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency not later than June 1.
- B. The BOARD retains the right to transfer or reassign teachers. Upon request to the Superintendent within thirty (30) days of notification of such action, the teacher will be informed of the reason for such transfer or reassignment.

## ARTICLE XIII SICK LEAVE

- A. All teacher employed on a full time basis shall be entitled to ten sick leave days each school year. All part time teachers shall be entitled to sick leave pro rated on the above figures. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- C. Upon retirement from the Laurel Springs School District, a teacher who is 55 years of age or is eligible to receive benefits from the Teachers Pension and Annuity Fund and who has given ten (10) years of exclusive service to the Laurel Springs School District will be entitled to remuneration for a maximum of one hundred fifty (150) of the unused sick days in an amount of fifty-five dollars (\$55) per day for sick leave accumulated if retiring in the year 05-06, sixty dollars (\$60) in the year 06-07 and sixty-five dollars (\$65) in the year 07-08.

Notice of retirement from teaching shall be rendered to the BOARD in writing via the Superintendent no later than sixty (60) days prior to the effective date. A check for the remuneration for unused sick days shall be issued to the teacher not later than the next regular pay day following the regularly scheduled BOARD meeting during the month of said effective date.

This benefit shall be pro rated for part time employees.

**ARTICLE XIV  
TEMPORARY LEAVE OF ABSENCE**

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

**A. Death-Family/Immediate Family**

A maximum of five days shall be allowed for the death in the immediate family. Immediate family shall consist of parent, child, spouse, grandchildren, grandparents, brother, sister. A maximum of three days shall be allowed for the death of family members which shall include: mother-in-law, father-in-law, brother-in-law or sister-in-law. An allowance of one day shall be granted to attend the funeral of other relatives of the employee or the employee's spouse.

**B. Personal Days**

Three personal days per year, without reason, shall be granted each full time employee. Except in cases of emergency, notification shall be given in writing to the Superintendent forty-eight hours in advance of these days. These shall not be used to extend a holiday or school vacation. Any unused personal days shall be accumulated to sick leave. The use of personal days on a consecutive basis shall not be used for the purpose of pleasure.

**C. Requests for days other than those listed under Article XIV, Paragraphs A and B will be considered separately by the Superintendent and, if approved by the BOARD, shall be granted.**

**D. Ali leave days will be pro-rated for part-time employees.**

**ARTICLE XV  
MATERNITY LEAVE**

**A. Teacher shall notify the Superintendent of her pregnancy within sixty (60) days after it is medically confirmed. The Superintendent and the tenured teacher shall agree upon an appropriate date for the commencement of the maternity leave. The Superintendent will then make his/her recommendation to the BOARD who shall approve said leave of absence for tenured teachers not to exceed two full years from the commencement of maternity leave.**

A pregnant teacher will not be relieved of her teaching duties solely on the fact that she is pregnant. She may remain in her position as long as her doctor certifies she is able to continue teaching.

The BOARD may remove a pregnant teacher from her teaching duties if her teaching performance substantially declines, if she becomes physically incapacitated or other just cause if she cannot produce a certificate from her doctor.

A tenured teacher requesting a maternity leave without pay must specify the date she intends to return so that proper notification can be given to replacement teacher.

Any teacher granted a maternity leave according to the provisions of this section may elect to apply all or part of her accumulated sick leave during the period of such disability in the same manner as any other physical illness and receive full pay and benefits for same.

- B. In the case of non-tenured teachers, the BOARD will not be required to extend the leave of absence beyond the end of the contract year in which the leave is begun.
- C. In the case of termination of pregnancy, for any reason other than birth, the teacher shall notify the BOARD of such circumstances and the BOARD shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of physical fitness to teach, if position is still available.
- D. Benefits--All benefits to which the teacher was entitled at the time leave of absence commenced, including unused accumulated sick leave, shall be restored. The teacher shall be reassigned to a full-time position for which she/he is certified.
- E. Salary — In order to receive credit for a year's teaching experience, the teacher must complete at least five (5) months of teaching in the school year in which the leave is taken. If this term is met in full, thus having received credit for the year, the teacher shall be placed on the next step of the salary guide in the next successive contract year of employment.
- F. Extensions and Renewals — All extensions or renewals of leaves shall be applied for and, if granted, shall be granted in writing.
- G. Good Cause — Other leaves of absence without pay may be granted by the BOARD for good reasons.
- H. The New Jersey Family Leave Act will be followed by this contract.

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The BOARD recognizes that it shares with its professional staff the responsibility for upgrading and updating of teacher performance and attitudes. The BOARD and the ASSOCIATION support the principle of continuing training of teachers and the improvement of instruction.
- B. The BOARD agrees to cooperate with the Superintendent and the ASSOCIATION in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction.
- C. Whenever the Superintendent deems it advisable to form a committee to consider the matter of textbook evaluation, curriculum improvement, extracurricular programs or other related matters regarding the effective operation of the Laurel Springs School District, he/she shall include the representation from teacher on each committee.
- D. Teachers shall be allowed to one (1) professional day per year for the purpose of visiting other schools, attending workshops, conferences, and programs related to professional development and education improvement, subject to the approval of the

Superintendent.

- E. The BOARD will institute a sabbatical leave for teachers who have served the Laurel Springs School District for a minimum of ten years. Such leave shall be available to one teacher per year and shall not exceed a term of one year. The teacher on such leave shall be entitled to no compensation or salary. Any benefits for which the teacher had been enrolled and receiving at the time of such leave shall be continued in full effect and at the expense of the BOARD.
- F. Beginning in the 2005-2006 school year, Three Thousand Six Hundred Dollars (\$3,600) shall be available to the professional staff membership for course reimbursement. This amount shall apply only to Superintendent approved graduate level courses and shall be distributed by the end of June. Employees are eligible for a minimum of one (1) graduate course and the payment per course shall not exceed One Thousand Two Hundred Dollars (1,200) If there is not sufficient money in the pool to pay for the total employee reimbursement, distribution shall be on a pro rata basis. If the Three Thousand Six Hundred Dollars (\$3,600) is not exceeded, then employees shall be eligible for additional course reimbursement over and above the One Thousand Two Hundred Dollars (\$1,200.)

ADMINISTRATIVE RULES:

1. Written approval of the Superintendent of schools must be obtained prior to registration for an incentive course.
2. Courses must be taken at an accredited college or university.
3. The request to the Superintendent must include a catalog copy of the course description and summary.
4. Requests for tuition reimbursement must be accompanied by an official transcript of grades earned and a receipted copy showing proof of payment.
5. The fiscal year shall be defined as July 1 through June 30 of the following calendar year.
6. Requests for reimbursement must be accompanied by an official transcript and must be submitted to the Office of the Board Secretary no later than 90 calendar days following the completion of the course for which reimbursement is sought.
7. A passing grade of B or better must be obtained for reimbursement. The Superintendent has the ability to approve graduate courses that are graded pass/fail. Payment will be made on September 30th of the year following the course completion.

ARTICLE XVII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. The BOARD will make every effort to provide safe working conditions.
- B. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil as specified in Title 18A:6-1.
- C. Under Title 18 laws, under teacher protection, the BOARD will exercise all legal aspects for protection.
- D. Teachers shall immediately report cases of assault or theft suffered by them in

connection with their employment to the Superintendent.

**E. Procedural Requirement**

1. Any complaints regarding a teacher made to the administration by any parent, student or other person who does or may influence evaluation of a teacher shall be made know to the teacher.

**F. Meeting with Superintendent or immediate superior.**

1. The Superintendent shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

**ARTICLE XVIII  
INSURANCE PROTECTION**

**A. All newly hired employees after January 18, 1993 shall receive only single coverage for medical insurance and prescription plan benefits for the first three years of employment. Premiums for benefits in excess of single coverage shall be the responsibility of the individual employee. Once the above cited staff member has been employed for three years and one day, he/she becomes eligible for full family medical and full family prescription coverage at the expense of the BOARD. Health Plan and Prescription Plan co-pays are as follows:**

**5/15/70 health and 20/10/20/10 for prescriptions**

**B. For each teacher in the employ of the BOARD for the full school year, the BOARD shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactive to the beginning of the contract year to assure uninterrupted participation and coverage unless covered by previous employment.**

**C. Health benefits shall not be funded by the Board for those employees who work less than 20 hours per week.**

**D. Provisions of the health care insurance program shall be 5/15/70 health and 20/10/20/10 for prescriptions**

The BOARD and ASSOCIATION agree that insurance coverage/reimbursement shall remain the same for the life of this contract.

**E. Any employee opting out of the health insurance program shall be entitled to 30% of the insurance cost with proof of coverage. The BOARD shall adopt Section 125 of the IRS code. Employees have the option on a year-to-year basis.**

**F. For each year covered by this contract, the BOARD shall provide a payment of nine hundred dollars (\$900) per employee. This per employee amount may be used by the individual employee, spouse, or other dependents for dental expenses/vision expenses, or to purchase a dental insurance program. Evidence of dental expenses or the purchase of dental insurance must be provided to receive payment under this provision . Part-time employees eligible for medical insurance benefits shall receive a pro-rata portion of this benefit Employees who do not use coverage will be reimbursed 30% of the negotiated amount.**

**ARTICLE XIX  
TEACHER EVALUATION**

**A. NON-TENURED TEACHERS**

Non-tenured teachers shall be evaluated by the Superintendent at least three times in each school year to be followed in each instance by a typewritten evaluation report presented to the employee and by a conference between the teacher and Superintendent for the purpose of identifying any deficiencies, extending assistance for correction and improving instruction. Such evaluation in each instance shall consist of at least three-in-classroom observations of at least thirty minutes, each occurring on separate days.

**B. GENERAL CRITERIA**

**1. Open Evaluation**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

**2. Copies of Evaluation**

A teacher shall be given a copy of any class visit or evaluation report presented by the evaluator at least one day before any conference to discuss it for full time employees and presented within a reasonable time for part-time employees. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form and before evaluation is placed in a permanent file, it shall be signed by both parties.

**C. TENURED TEACHERS**

Tenured teachers shall be evaluated by the Superintendent in accordance with the law and Board policy.

**ARTICLE XX  
MISCELLANEOUS PROVISIONS**

- A. This agreement constitutes BOARD policy for the term of said agreement and the BOARD shall carry out commitments contained here in and give them full force and effect of BOARD policy.**
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.**
- C. The BOARD and the ASSOCIATION agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training or the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile or martial status.**
- D. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement as established by the administrative procedures and practices in force on said date shall continue to be so applicable during the term of this agreement.**
- E. Teachers shall be entitled to full rights of citizenship and no religious or political**

activities of any teacher or the lack thereof outside of the classroom shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher providing said activities do not violate any local, state or federal laws.

- F. Copies of this agreement shall be prepared by the BOARD and made available within ninety days after the agreement is signed.
- G. The BOARD will provide payment for extracurricular activities as proposed by the staff, approved by the superintendent and the BOARD. Such activities may include but are not limited to safety patrol, chorus, intramurals, etc. A brief proposal of the activity, including the goal or purpose of the activity; the schedule, including hours and dates; the curriculum or objective of the activity; and other pertinent information will be submitted to the Superintendent or designee for review one (1) month prior to the proposed start date. If the activity is approved by the Superintendent and the BOARD, the activity coordinator will be paid at an hourly rate of \$29/\$30/\$30 per hour. Teacher will provide documentation of all hours and turn in with voucher for payment.

The position of head teacher, BSI coordinator and CST coordinator are not to be considered regular stipend positions. Salary for these positions will be determined by the Superintendent and the BOARD due to several factors including:

- any federal or state mandate of the position
- legal necessity of the position
- encompassing and varying nature of the responsibilities
- the necessity for an “on call” type of schedule
- the necessity for irregular hours both during and beyond regular school hours
- the fact that some or all of the financial responsibility of the position can be covered with grant monies.

- H. The BOARD will provide to the employee, spouse and dependents and Employee Assistance Program at no cost to the employee. This program will be provided by Cooper Medical Center.

**BASE YEAR**  
**2004-05 Laurel**

**Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+30
1	38,801	39,601	40,401	42,801	44,401
2	39,001	39,801	40,601	43,001	44,601
3	39,201	40,001	40,801	43,201	44,801
4	39,401	40,201	41,001	43,401	45,001
5	39,601	40,401	41,201	43,601	45,201
6	40,095	40,895	41,695	44,095	45,695
7	40,638	41,438	42,238	44,638	46,238
8	41,964	42,754	43,564	45,964	47,564
9	43,367	44,167	44,967	47,367	48,967
10	44,842	45,642	46,442	48,842	50,442
11	46,326	47,126	47,926	50,326	51,926
12	47,580	48,380	49,180	51,580	53,180
13	51,780	52,580	53,380	55,780	57,380
14	58,580	59,380	60,180	62,580	64,180

Staff Step	BA	BA+15	BA+30	MA	MA+30	Total
2	1.00					1.00
3						-
4						-
5	0.20	1.00				1.20
6	1.00					1.00
7				0.60		0.60
8						-
9						-
10	1.00					1.00
11						
12	0.20					0.20
13	1.00		0.80	0.29		2.09
14	4.40			2.00	1.00	7.40
<b>Totals</b>	<b>8.80</b>	<b>1.00</b>	<b>0.80</b>	<b>2.89</b>	<b>1.00</b>	<b>14.49</b>
<b>Percent</b>	<b>60.73%</b>	<b>6.90%</b>	<b>5.52%</b>	<b>19.94%</b>	<b>6.90%</b>	



**YEAR 1**  
**2005-06 Laurel**

	800	1,600	4,000	5,600	210 4.00%	
<b>Salary Guide</b>						
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	
1	39,011	39,811	40,611	43,011	44,611	max 1,150
2	39,211	40,011	40,811	43,211	44,811	
3	39,411	40,211	41,011	43,411	45,011	
4	39,611	40,411	41,211	43,811	45,211	
5	39,811	40,611	41,411	43,811	45,411	
6	40,305	41,105	41,905	44,305	45,905	
7	40,848	41,648	42,448	44,848	46,448	
8	42,174	42,974	43,774	46,174	47,774	
9	43,577	44,377	45,177	47,577	49,177	
10	45,052	45,852	46,652	49,052	50,652	
<i>ii</i>	46,536	47,336	48,136	50,536	52,136	
12	47,790	48,590	49,390	51,790	53,390	
13	51,990	52,790	53,590	55,990	57,590	
14	59,730	60,530	61,330	63,730	65,330	

<b>Staff</b>	<b>BA</b>	<b>BA÷15</b>	<b>BA÷30</b>	<b>MA</b>	<b>IVIA÷30</b>	<b>Total</b>	<b>Percent</b>
2	-	-	-	-	-	-	-
3	1.00	-	-	-	-	1.00	6.90%
4	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-
6	0.20	1.00	.	-	-	1.20	8.28%
7	1.00	-	-	-	-	1.00	6.90%
8	-	-	-	0.60	-	0.60	4.14%
9	-	-	-	-	-	-	-
10	-	-	-	-	.	-	-
11	1.00	-	-	-	-	1.00	6.90%
12	-	-	-	-	-	-	-
13	0.20	-	-	-	-	0.20	1.38%
14	5.40	-	0.80	2.29	1.00	9.49	65.49%
<b>Totals</b>	<b>8.80</b>	<b>1.00</b>	<b>0.80</b>	<b>2.89</b>	<b>1.00</b>	<b>14.49</b>	<b>100.00%</b>
<b>Percent</b>	<b>60.73%</b>	<b>6.90%</b>	<b>5.52%</b>	<b>19.94%</b>	<b>6.90%</b>		

YEAR 2  
2006-07 Laurel

2,075  
4.50%

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+30
1	41,086	41,886	42,686	45,086	46,686
2	41,286	42,086	42,886	45,286	46,886
3	41,486	42,286	43,086	45,486	47,086
4	41,686	42,486	43,286	45,686	47,286
5	41,886	42,686	43,486	45,886	47,486
6	42,380	43,180	43,980	46,380	47,980
7	42,923	43,723	44,523	46,923	48,523
8	44,249	45,049	45,849	48,249	49,849
9	45,652	46,452	47,252	49,652	51,252
10	47,127	47,927	48,727	51,127	52,727
11	48,611	49,411	50,211	52,611	54,211
12	49,865	50,665	51,465	53,865	55,465
13	55,835	56,635	57,435	59,835	61,435
14	61,805	62,605	63,405	65,805	67,405

Staff Step	BA	SA÷1 S	BA÷30	MA	MA+30	Total	
I						-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	1.00	-	-	-	-	1.00	6,90%
5	-	-	-	-	-	.	-
6	-	-	-	-	-		
7	0.20	1.00	-	-	-	1.20	8.28%
8	1.00	-	-	-	-	1.00	6.90%
9	-	-	-	0.60	-	0.60	4~i4%
10	-	-	-	-	-	-	-
I-i	—	—	.	.	—	-	-
12	1.00	-	-	-	-	1.00	6.90%
13	-	-	-	-	-	-	-
14	5.60	-	0.80	2.29	1.00	9.69	66.87%
Totals	8.80	1.00	0.80	2.89	1.00	14.49	100.00%
Percent	60.73%	6.90%	5.52%	19.94%	6.90%		

**YEAR 3**  
**2007-08 Laurel**

Salary Guide Step						1,300	1,800
	900	1,800	4,400	6,500	4.50%		
	BA	BA+15	BA+30	MA	MA+30	max	
1	42,386	43,286	44,186	46,786	48,886		
2	42,586	43,486	44,386	46,986	49,086		
3	42,786	43,686	44,586	47,186	49,286		
4	42,986	43,886	44,786	47,386	49,486		
5	43,186	44,086	44,986	47,586	49,686		
6	43,680	44,580	45,480	48,080	50,180		
7	44,223	45,123	46,023	48,623	50,723		
8	45,549	46,449	47,349	49,949	52,049		
9	46,952	47,852	48,752	51,352	53,452		
10	48,427	49,327	50,227	52,827	54,927		
11	49,911	50,811	51,711	54,311	56,411		
12	53,605	54,505	55,405	58,005	60,105		
13	58,605	59,505	60,405	63,005	65,105		
14	63,605	64,505	65,405	68,005	70,105		

Staff Step	BA	BA-i-is	BA+30	MA	MA÷30	Total	Percent
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	-	.	-	-	-	-	-
5	1.00	-	-	-	-	1.00	6.90%
6	-	-	-	-	-	-	-
7	-	-	-	-	-	-	-
8	0.20	1.00	-	-	-	1.20	8.28%
9	1.00	-	-	-	-	1.00	6.90%
10	-	-	-	0.60	.	0.60	4.14%
12	-	-	-	-	-	-	-
13	1.00	-	-	-	-	1.00	6.90%
14	5.60	-	0.80	2.29	1.00	9.69	66.87%
Totals	8.80	-1.00	0.80	2.89	1.00	14.49	100.00%
Percent	60.73%	6.90%	5.52%	19.94%	6.90%		